

Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents Lvl 3, 12 Central Road, Miranda NSW 2228	Ph: 02 9525 4666 Ref: Ben Pike
co-agent vendor	Dimitar Kosta Stavrefff	
vendor's solicitor	BK's Conveyancing PO Box 1100, Caringbah NSW 1495 Office 6, 62 Croydon Street, Cronulla NSW 2230 ben@bkconveyancing.com.au	Ph: 0403 702 317 Fax: 02 8834 0722 Ref: BK18/0852
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	20 / 45-47 Vermont Street SUTHERLAND NSW 2232 Lot 20 in Strata Plan 60140 FI: 20/SP60140	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or 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	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air-conditioner
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ NO ☐ yes
☐ NO ☒ yes

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

Foreshaw Strata Agency – 1300 774 784

List of Documents

General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1989

Other

- ☐ 52

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—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.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor serves notice of intention to *rescind*; and

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within 3 months* of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not serve that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) 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 date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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

- 30.6.1 *populate the Electronic Workspace with title data;*
 30.6.2 *create and populate an electronic transfer;*
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*
 30.7.1 *join the Electronic Workspace;*
 30.7.2 *create and populate an electronic transfer;*
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*
 30.8.1 *join the Electronic Workspace;*
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*
 30.10.2 *all certifications required by the ECNL are properly given; and*
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*
 - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and*
 - *the vendor shall be taken to have no legal or equitable interest in the property.*
- 30.14 *A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.*
- 30.15 *If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –*
 30.15.1 *holds them on completion in escrow for the benefit of; and*
 30.15.2 *must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.*
- 30.16 *In this clause 30, these terms (in any form) mean –*
- | | |
|-----------------------------|---|
| <i>adjustment figures</i> | <i>details of the adjustments to be made to the price under clause 14;</i> |
| <i>certificate of title</i> | <i>the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;</i> |
| <i>completion time</i> | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i> |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

Special Condition forming part of this contract

Dated:.....

between: (‘vendor’)

and: (‘purchaser’)

Inconsistency and Severability

- 1.1 If there is any inconsistency in this contract between the printed clauses and these Special Conditions, these Special Conditions shall prevail to the extent of that inconsistency.
- 1.2 The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

Purchaser’s Acceptance of Discharges and Withdrawals

2. Upon completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable thereon and the Purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

Whole of Agreement

3. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

Incapacity of Parties

4. Without in any way negotiating, limiting or restricting any rights or remedies which would have been available at law or in equity if this clause had not been included, it is agreed that:-
 - (a) if prior to completion either party (or if more than one person comprises such party, either or any of them) dies or becomes bankrupt or becomes mentally ill, then either party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply; and
 - (b) if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply.

Interest payable on Delayed Settlement

- 5.1 If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified on page 1 hereto and provided such delay is not due to the default of the Vendor (then in addition to all other remedies available to the Vendor):
- (a) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of eight percent (8%) per annum computed from the said specified completion date until the date of payment to the Vendor, both dates inclusive; and
 - (b) notwithstanding the provisions of any special condition herein all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone.
- 5.2 The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre-estimate of the Vendor's damages and is not a penalty clause.

Length of Notice to Complete

6. In addition to the rights set out in this Contract for Sale of Land the parties agree that in the event that this Contract is not completed within the time prescribed in Clause 15 then at any time thereafter the party not in default shall be entitled to serve on the defaulting party a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the party serving the notice to complete shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.
- 6.1 In addition the Purchaser shall pay the sum of \$150.00 plus GST to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

Condition of Property / Improvements

7. The Purchaser warrants to the Vendor that:-
- (a) the Purchaser enters into this Contract solely in reliance upon his own inspections of the property and improvements or inspections made on the Purchaser's behalf and not in reliance on any statement of the Vendor or anyone on the Vendor's behalf;

- (b) no-one on the Vendor's behalf has made any representation with respect to the condition of the property; and
- (c) the Purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

Purchaser's Representations, Warranties and Acknowledgements

8.1 The Purchaser represents and warrants that:

- (a) The Purchaser was not induced to enter into this Contract by, and did not rely on, any representations or warranties made by any person including the vendor or the vendor's agent about the subject matter of this Contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Land or about any financial return or income to be derived from the Land) except those representations and warranties that are set out in this Contract.
- (b) The Purchaser acknowledges that any representations or warranties made by the Vendor are only as set out in this Contract and the Purchaser is to be bound only by the provisions of the Contract.
- (c) The Purchaser shall not be entitled to make any claim for compensation, objection or requisition in relation to any matter disclosed in this Special Condition.
- (d) Before entering into this Contract the Purchaser has relied entirely on its own inquiries relating to the Land made by or on the Purchaser's behalf.
- (e) The Purchaser warrants it has obtained appropriate independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract; and
 - (ii) the nature of the Land and the purposes for which the Land may be lawfully used; and
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the building or in connection with the cost of construction of the building.
- (f) The Purchaser acknowledges that any promotional material, advertising material, and the like which the Purchaser may receive from any person in respect of the property will not form part of this Contract and the Purchaser can not rely on such material and will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respect to any matter arising from such material.

- 8.2 The Purchaser acknowledges that this Contract and its Annexure(s) is the entire agreement between the parties.

Warranty Regarding Agency

- 9.1 The Purchaser represents and warrants that it was not introduced to the property or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the Vendor other than the Vendor's agent named in this Contract. If any real estate agent other than the Vendor's Agent makes a claim and successfully recovers any commission or fee from the Vendor by establishing that he introduced the Purchaser to the subject Property or to the Vendor the Purchaser will reimburse to the Vendor the amount of any such commission or fee and all legal costs and disbursements incurred by the Vendor as a result of the breach of the warranty herein contained and the provisions of this Special Condition shall not merge upon completion hereof.
- 9.2 The Purchaser acknowledges that any entity referred to as Vendor's Agent was employed only to find a Purchaser and was given no authority (and no employee of that entity was given authority) to make statements as agent of or in any other way binding on the Vendor, whether orally in writing, by advertisement or otherwise. Furthermore, communications to that entity do no amount to communications to the Vendor.
- 9.3 The Purchaser represents and warrants that it did not rely upon any representations or warranties made by any real estate agent in entering into this Contract and this Contract is the sole agreement reached between the Vendor and Purchaser.
- 9.4 The Purchaser represents and warrants that any representations or warranties made by any real estate agent is solely for the purpose of introducing the Purchaser to a property only and the Contract contains all representations or warranties made by any real estate agent.

Amendment to Standard Contract for Sale of Land

10. The Contract shall be amended by:-
- (a) the definition of "settlement cheque" in Clause 1 is amended by deleting the existing definition of "settlement cheque" and replace it with the following definition of "settlement cheque":

"an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
 - (b) The deletion of the word "Normally" from Clause 4.1.
 - (c) Clause 7.1.3: Replace the words "14 days" with the words "7 days".
 - (d) Clause 7.2.1: Replace the amount "10%" with the amount "1%"
 - (e) Clause 8.1: Delete the words "on reasonable grounds".

- (f) Clause 10.1: Replace the first line with "The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of"
- (g) Clause 10.1.9: Replace the word "substance" with the word "existence".
- (h) Deletion of clause 14.4.2
- (i) Deletion of the words "plus another 20% of that fee" at the end of Clause 16.5.
- (j) the deletion of Clause 16.8.
- (k) Clause 23.9.1 is amended by deleting "1%" and replacing it with "10%"
- (l) Deletion of Clause 24.1.
- (m) Deletion of 23.6 and replaced with Special condition 18.
- (n) In Clause 23.7 replace the words "under clause 23.6" with "under Special Condition 18.
- (o) in Clause 23.14 relace the words "earlier than 7 days" with "earlier than 4 days"

Goods and Services Tax (GST)

- 11 Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:
 - 11.1 The Purchaser warrants that the subject property will be used by the Purchaser predominantly for residential accommodation.
 - 11.2 This warranty shall not merge on completion.
 - 11.3 If the Purchaser breaches this warranty the Purchaser will indemnify the Vendor in relation to any liability for goods and services tax, interest and penalties thereon which the Vendor may have by reason of the supply of the property being a taxable supply within the meaning of Section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

Release of the Deposit

- 12. The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for the purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his conveyancer/solicitor requiring the release of

the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

Deposit

13. Acceptance of part deposit under a cooling off period

The Vendor will accept a deposit of 0.25% of the price on the date of this contract. The balance of the agreed deposit is payable before 5.00pm on the last day of the cooling off period of this contract. This is an essential provision of this contract.

Transfer

14. Should the Purchaser fail to serve the form of transfer in accordance with clause 4.1 then the Purchaser shall pay a fee of \$110.00 to the Vendor's solicitor which amount is agreed to be liquidated damages Vendor incurred and otherwise arising from the failure of the Purchaser to comply with this clause.

Guarantors (Only applicable if Purchaser is a Company or Trust of a Company, then the Guarantor to sign)

15. The Vendor has entered into this Contract with the Purchaser at the request of (the "*Guarantor*") and in consideration therefore and by signing this Contract the Guarantor hereby guarantees the performance of each and every condition herein contained to be performed by the Purchaser including but without limiting foregoing the payment of the Purchase Price and any other money payable pursuant to this Contract and Guarantor hereby agrees that in the event that the Purchaser fails to honour any of the Purchaser's obligations herein contained, the Guarantor will in place of the Purchaser be personally liable, both jointly and/or separately with the Purchaser for the performance of the Purchaser's obligations under this Contract any failure on the part of the Guarantor to do so shall render the Guarantor liable to the Vendor as if the Guarantor was the Purchaser named in this Contract.

Signature of Director

Signature of Director

Name of Guarantor

Name of Guarantee

Address of Guarantor

Address of Guarantor

Cancelled or Re-scheduled Settlement

16. If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$110.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

Service of Documents

17. Despite condition 20.6.5, a document is sufficiently served for the purpose of this Contract if the document is sent by fax to any party whose fax number appears in this Contract. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:

(a) Then sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is taken not to have taken place,

or

(b) The time of dispatch:

(i) is a bank or public holiday or a Saturday or a Sunday in the place to which the document is sent, or

(ii) is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or a Sunday,

In which case the document is taken to be received at 9:00am on the next day that is not a bank or public holiday or a Saturday or a Sunday.

18. Special contribution (only applicable if the property is Strata)

If this contract pertains to the sale of a property within a strata plan, in the event there is a special contribution levied by the owner's corporation which is not a periodic contribution:

- (a) The Vendor shall be liable for all instalments toward that special contribution which are due and payable before the contract date: and
(b) The Purchaser shall be liable for all instalments which are due and payable after the contract date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 20/SP60140

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/3/2018	11:41 AM	4	15/2/2016

LAND
-----LOT 20 IN STRATA PLAN 60140
AT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE

DIMITAR KOSTA STAVREFF (T AE142483)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60140
- 2 AK224561 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 2/3/2018

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: CP/SP60140

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/3/2018	11:42 AM	13	3/6/2015

LAND
-----THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 60140
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAMAT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP60140FIRST SCHEDULE
-----THE OWNERS - STRATA PLAN NO. 60140
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- NETWORK STRATA SERVICES PTY LIMITED
PO BOX 265
HURSTVILLE
NSW BC 1481SECOND SCHEDULE (21 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- 3 N509985 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 B575708 LAND EXCLUDES MINERALS
- 5 DP1000394 EASEMENT TO DRAIN WATER 1 METRES & 1.5 METRES WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1000394 POSITIVE COVENANT OF REPAIRS
- 7 DP562828 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 SP60140 POSITIVE COVENANT FIRSTLY REFERRED TO IN THE
SECTION 88B INSTRUMENT
- 9 SP60140 POSITIVE COVENANT SECONDLY REFERRED TO IN THE
SECTION 88B INSTRUMENT
- 10 5988607 CHANGE OF BY-LAWS
- 11 7732716 CHANGE OF BY-LAWS
- 12 AA622026 CHANGE OF BY-LAWS
- 13 AB516109 CHANGE OF BY-LAWS
- 14 AC356734 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP60140

PAGE 2

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

15 AD160500 CHANGE OF BY-LAWS
 16 AD990956 CHANGE OF BY-LAWS
 17 AF538760 CHANGE OF BY-LAWS
 18 AG305442 CHANGE OF BY-LAWS
 19 AH422401 CHANGE OF BY-LAWS
 20 AI770738 CHANGE OF BY-LAWS
 21 AJ541254 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 60140

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 34	2	- 34	3	- 38	4	- 40
5	- 41	6	- 38	7	- 34	8	- 33
9	- 35	10	- 34	11	- 33	12	- 34
13	- 35	14	- 33	15	- 34	16	- 34
17	- 36	18	- 34	19	- 34	20	- 34
21	- 34	22	- 35	23	- 35	24	- 34
25	- 41	26	- 39	27	- 39	28	- 41

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 2/3/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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RP 13A

N 509985

OCT 9 AM 11

N 1 LOS



MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

RECORDED
 23 OCT 1973
 OFFICE USE ONLY

5127
 12/100

This form is for use when the land is transferred to the transferee and is subject to the provisions of the Real Property Act, 1900. It must be filled in by the transferor and the transferee and must be signed by the Registrar General. It must be filed in the office of the Registrar General and must be retained for a period of ten years.

JEFFREY OWEN MILLER of Sutherland 'Teachers' College Lecturer
 AND JULIE ALAN MILLER his wife

hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple

in the land hereinafter described, subject to the following encumbrances and interests

(a) A caveat will be filed in the office of the Registrar General in respect of the land described in this instrument.

Exception and reservation of all mines and minerals as contained in transfer B 575708. Easement to drain sewage created by the registration of D.P. 562828. Right of Carriageway created by the registration of D.P. 562828. Easement for Services created by the registration of D.P. 562828. Restriction as to user created by the registration of D.P. 562828.

In consideration of TWELVE THOUSAND DOLLARS (\$12,000.00.)

(the receipt whereof is hereby acknowledged), paid to the transferor by ALBERT PARISEK

hereby transfers to

(b) Full name, address and occupation of transferee. If more than one transferee, then enter full names and addresses of all transferees. If the transferee is a company, then enter full name and address of the company. If the transferee is a partnership, then enter full name and address of the partnership.

the said ALBERT PARISEK of 8 Huskisson Street, Wyma Bay, Engineer.

hereinafter referred to as the TRANSFEEE

an estate in fee simple

In the land described in the following schedule

(c) In this schedule, the reference to the volume and folio of the instrument, and the reference to the whole or part of the land, shall be construed as a reference to the instrument and the land as shown in the map or plan deposited in the office of the Registrar General.

Reference to this		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
12178	113	Whole	-----	Cumberland	Sutherland

2/100 11/100

RULE UP ALL BLANKS

297445

AND the Transferee covenants for himself and his successors in title with the Transferors their Executors Administrators and assigns for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferors their executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereinafter to divide it from such adjoining land without the consent of the transferors their executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferors their executors administrators or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the Owner or Owners for the time being of such land. The land bearing the burden of this covenant is the land hereby transferred. The land having the benefit of this covenant is the balance of the land in Deposited Plan No. 562828.

to these last two covenants
including, amongst others,
the right to erect a fence
on the land transferred
under the provisions of the
Conveyancing Act, 1919,
if the fence is erected
at the expense of the
owner of the land to be
divided. A purchaser of
the land shall be deemed
to have accepted the
benefit of the last two
covenants if he does not
object to the same within
the prescribed time.

day of October 19 73

Assigned in my presence by the transferor who is personally known to me

G.F. FINDLAY

REPORT OF WITNESS (BLOCK LETTERS)

11. Justice of Peace (NSW)
Qualification of witness

J. Miller
Transferor

inspired in my presence by the transfers who is personally known to me


Signature of witness
(J. V. FRANCIS)

— *Salmonella* (see above) — *Enterobacteriaceae*

Adolfo

⁴¹Accepted and verified correct for the purposes of the
Real Property Act, 1900.

Transferee

N 508985 DEPARTMENTAL USE ONLY TRANSFER <i>Subject to suit.</i>		TO BE COMPLETED BY ADDING PARTY Lodged by <u>J. J. Brown</u> Address _____ Phone No. <u>5299871</u> Documents lodged herewith <u>AK 10/6</u> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ Received Documents _____ Received Clerk _____	
Checked <u>K33</u> Printed Signed <u>[Signature]</u>	REGISTERED <u>15.11.1973</u> <u>[Signature]</u> Registrar General 	AUTHORITY FOR USE OF INSTRUMENT OF TITLE Authority is hereby given for the use of _____ (Insert reference to certificate, grants or dealings) lodged in connection with _____ (Insert number of plan or dealing) for the registration of this dealing and for delivery to _____ (BLOCK LETTERS) Signature _____ Name (BLOCK LETTERS) _____	
		MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the wills draught) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ day of _____ 19____ Signature of attorney _____ Signature of witness _____	
		CERTIFICATE OF JP. &c. TAKING DECLARATION OF ATTESTING WITNESSES I certify that _____ the attesting witnesses to this dealing, appeared before me on the _____ day of _____ 19____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the same purporting to be such signature of the said _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. Signature _____ Name (BLOCK LETTERS) _____ Qualification _____	

M.P.D.

176
276
28
20
2-17 6
1870-27

REC'D 11 OCT 1927 3 03 PM

347



27. 213 PM

Act South Wales

RECEIVED

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

3575708

h h
h h
h h
h h

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty years from the first day of July 1898 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 memorandums underwritten or endorsed hereon in consideration of the sum of FOUR HUNDRED AND THREE POUNDS FIFTEEN SHILLINGS paid by CHRISTINA ELIZABETH FORSSBERG of Manly Spinster and VALETTA ECOLES Wife of Herbert Ecoles of Manly Sharebroker Trustees of the Will of Charles John Edward Forssberg deceased to the Perpetual Trustee Company Limited the Australian Trustees of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it doth hereby appoint and transfer to the said Christina Elizabeth Forssberg and Valetta Ecoles as joint tenants All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the Fifth day of November 1925 respectively numbered 55401 and 55402 Registered Vol 79 folios 1 and 2 in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 65401 from the Holt Sutherland Estate Company Limited to Charles John Edward Forssberg now deceased And doth hereby appoint and transfer to the said Christina Elizabeth Forssberg and Valetta Ecoles as joint tenants All the estate and interest of which the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and to so far only as regards the land comprised in the said Sub-lease No. 65401 and No. 657082 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 hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed. And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Christina Elizabeth Forssberg and Valitta become the registered proprietors in fee simple of the surface lands comprised in the said Sublease No. 654017 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 provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *thirteenth* day of *September* 1927.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *thirteenth* day of *September* 1927 and such Directors thereupon signed this Transfer in the presence of—

M. H. O'Connell
Secretary

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

SIGNED in my presence by the said CHRISTINA ELIZABETH FORSSBERG and VALITTA EGGLE

Christina E. Forssberg
Valitta Eggle

are personally known to me

John E. H. H.
By my

Dealing follows

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 596

12th October 1927.

Received from *Mrs Christina Elizabeth Forsberg & others*
the sum of *Two hundred and thirty eight pounds*
and six pence being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. *657012* dated *28th September*
1927.

from the HOLT SUTHERLAND CO. LTD. to *Christina*
Elizabeth Forsberg & others
and part of the land comprised in Memorandum of Lease
registered No. 50990.

65-12-6

A. Paulsen Accountant.
W. J. Cameron Cashier.

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 597

15th October 1927.

Received from *Mrs Christina Elizabeth Forsberg & others*
the sum of *Three hundred and thirty eight pounds*
and six pence being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. *657012* dated *28th September*
1927.

from the HOLT SUTHERLAND CO. LTD. to *Charles*
John Edward Forsberg
and part of the land comprised in Memorandum of Lease
registered No. 50990.

6538-2-6

A. Paulsen Accountant.
W. J. Cameron Cashier.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT 1919**

Council Clerk's Certificate

No. 89/99

(Sheet 1 of 4 sheets)

S

Lengths are in metres.

PART 1

DP1000394

of Consolidation of Lots 1 & 2 in D.P.562828 &
Lot A in D.P.328347 and Easement to Drain Water
1 wide & 1.5 wide within Lot 22 in S.P.57697 and
Positive Covenant of Repair

**Full name and address
of Proprietor of the
land:**

Homeclad Pty Limited ACN 001 277 407
C/ 121 Fairford Road, Padstow
(With regards Lots 1 & 2 in D.P.562858
& Lot A in D.P.328347)

IMS Developments Pty Limited
ACN 077 822 765
C/ 14 Green Street, Kogarah
(With regards Lot 22 in S.P.57697)

**1. Identity of Easement
firstly referred to in
abovementioned plan:**

Easement to Drain Water 1 wide & 1.5 wide

SCHEDULE OF LOTS AFFECTED

Lot Burdened.

Lot Benefited.

Lot 22. in S.P.57697

Lot 100

**2. Identity of Positive Covenant
secondly referred to in
abovementioned plan:**

Positive Covenant of Repairs

SCHEDULE OF LOTS AFFECTED

Lot Burdened.

Lot Benefited.

Lot 100

Lot 22 in S.P. 57697

Approved by Council of Sutherland Shire


for General Manager



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres.

⁵
(Sheet 2 of 4 sheets)

PART 2

Plan: DP 1000394

of Consolidation of Lots 1 & 2 in D.P.562828 &
Lot A in D.P.328347 and Easement to Drain Water
1 wide & 1.5 wide within Lot 22 in S.P.57697 and
Positive Covenant of Repair

**1. TERMS OF POSITIVE COVENANT SECONDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN**

The proprietors from time to time of the lot benefited by the easement to drain water firstly referred to in this instrument will be responsible for the repair and maintenance of the line of pipes which give effect to the said easement. In the event that such proprietors of the lot benefited do not properly repair and maintain the said line of pipes, the proprietors, for the time being, of the lot burdened by the said easement will be entitled to attend thereto and thereafter recover from the proprietors of the lot benefited by the said easement the cost of such repairs or maintenance.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE,
VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

The Council of Sutherland Shire.

Approved by Council of Sutherland Shire

.....
General Manager

DP CC 14/11/17

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres.

Council Clerk's Certificate
No. 89799
(Sheet 3 of 5 sheets)

PART 2

Plan: *DP 1000394* of Consolidation of Lots 1 & 2 in D.P.562828 &
Lot A in D.P.328347 and Easement to Drain Water
1 wide & 1.5 wide within Lot 22 in S.P.57697 and
Positive Covenant of Repair

THE COMMON SEAL of HOMECLAD)
PTY. LIMITED ACN 001 277 407 was)
hereunto affixed pursuant to a resolution)
of the Board of Directors in the)
presence of:)



[Signature]
.....
Director

[Signature]
.....
Secretary

Approved by Council of Sutherland Shire

[Signature]
.....
for General Manager

[Signature]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT 1919**

Council Clerk's Certificate

No. 89/99

Lengths are in metres.

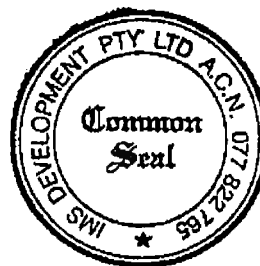
(Sheet 4 of 5 sheets)

5

PART 2

Plan: *DP 1000394* of Consolidation of Lots 1 & 2 in D.P.562828 &
Lot A in D.P.328347 and Easement to Drain Water
1 wide & 1.5 wide within Lot 22 in S.P.57697 and
Positive Covenant of Repair

THE COMMON SEAL of IMS
DEVELOPMENTS PTY. LIMITED
ACN 077 822 765 was hereunto affixed
pursuant to a resolution of the
Board of Directors in the
presence of:



[Signature]
.....
Director

M. Mung
.....
Secretary

Approved by Council of Sutherland Shire

[Signature]
.....
for General Manager

[Handwritten initials and signatures]

SHEET 5 OF 5 SHEETS

**MORTGAGEE'S CONSENTS TO INSTRUMENT SETTING OUT TERMS OF
EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT 1919**

Plan: *DP 1000394*

of Consolidation of Lots 1 & 2 in D.P.562828 &
Lot A in D.P.328347 and Easement to Drain
Water 1 wide & 1.5 wide within Lot 22 in
S.P.57697 and Positive Covenant of Repair

Full name and address
of Proprietor of the
land:

Homeclad Pty Limited ACN 001 277 407
C/ 121 Fairford Road, Padstow
(With regards Lots 1 & 2 in D.P.562858
& Lot A in D.P.328347)

IMS Developments Pty Limited
ACN 077 822 765
C/ 14 Green Street, Kogarah
(With regards Lot 22 in S.P.57697)

SIGNED in my presence for GIO FINANCE
LIMITED (ACN 002 812 704) by its Attorney
PETER MERRINS
who is personally known to me and who holds
the position of
SYDNEY MANAGER
GIO FINANCE LIMITED (ACN 002 812 704)
pursuant to the Power of Attorney dated
9 May 1997
Registered Book 4166 No. 292

Signed at ~~Bank~~ the 16th day of
March 19 *99* For Commonwealth
Bank of Australia A.C.N.123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4043 No. 618

Witness

REGISTERED  22.4.1999

DL CC

M. Merrin
4.4

[illegible]

[illegible]

STRATA PLAN 60140

• OFFICE USE ONLY

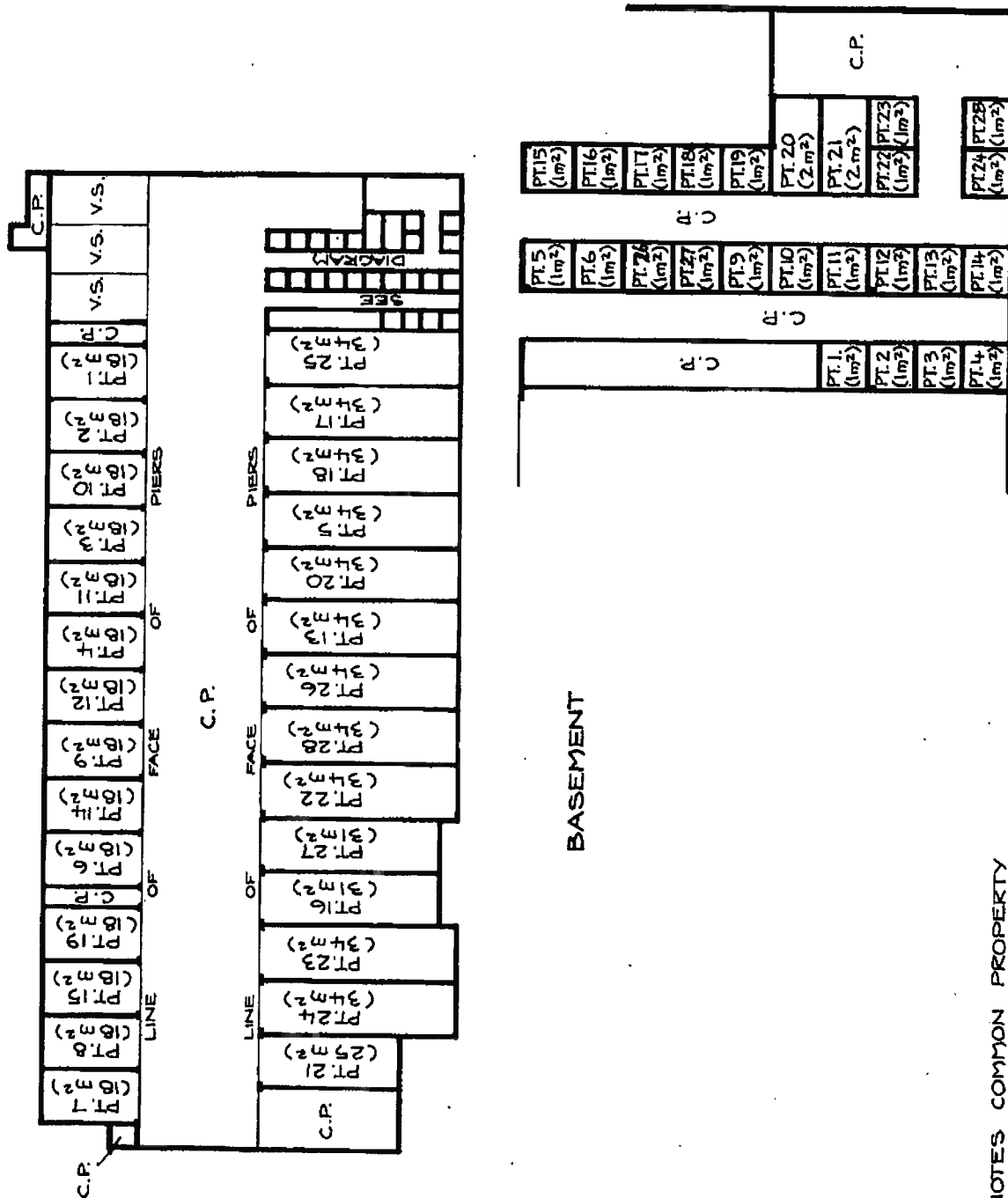


DIAGRAM
RR 1:100

C.P. DENOTES COMMON PROPERTY

V.S. DENOTES VISITOR CARSPACE

Reduction Ratio 1:250

Lengths are in metres

م. ا. ١٣٥٨/٩٤٢

Registered Surveyor

General Manager/Authorized Person

SURVEYOR'S REFERENCE: 97056

STRATA PLAN 60140

SCHEDULE OF UNIT ENTITLEMENT

LOT N°	U.E.
1	34
2	34
3	38
4	40
5	41
6	38
7	34
8	33
9	35
10	34
11	33
12	34
13	35
14	33
15	34
16	34
17	36
18	34
19	34
20	34
21	34
22	35
23	35
24	34
25	41
26	39
27	39
28	41
AGG.	1000

BALCONIES, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 2.4 ABOVE THEIR RESPECTIVE CONCRETE SLAB.

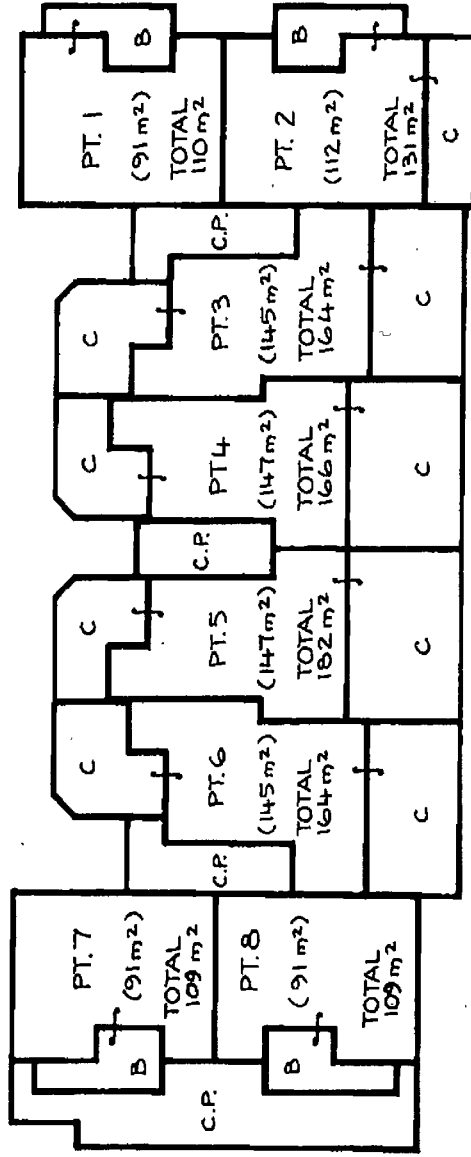
COURTYARDS, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 3 ABOVE THE TOP OF THEIR ADJACENT LEVEL 1 FLOOR SLAB AND THE TOP OF THE THE BASEMENT BELOW.

C.P. DENOTES COMMON PROPERTY

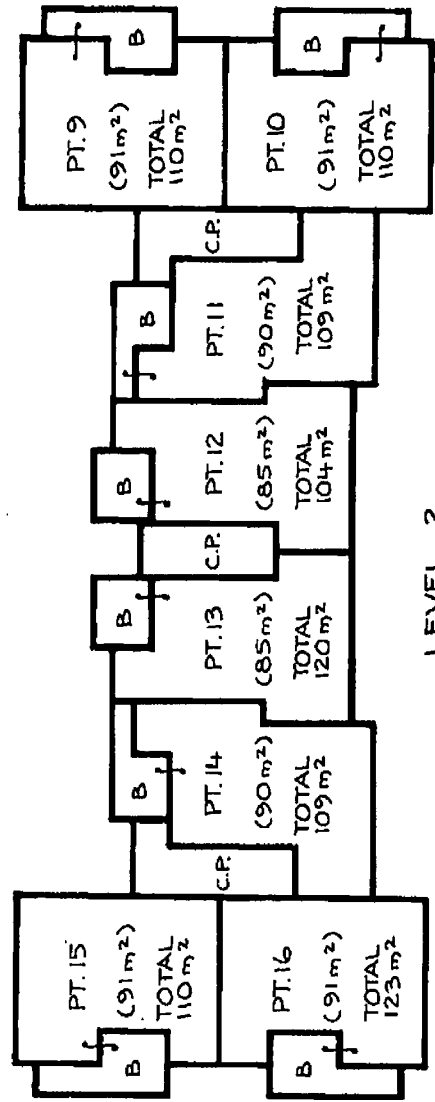
B DENOTES BALCONY

C DENOTES COURTYARDS

• OFFICE USE ONLY



LEVEL 1



ALL AREAS ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA TITLES ACT.

Lengths are in metres

Reduction Ratio 1:250



General Manager/Authorized Person

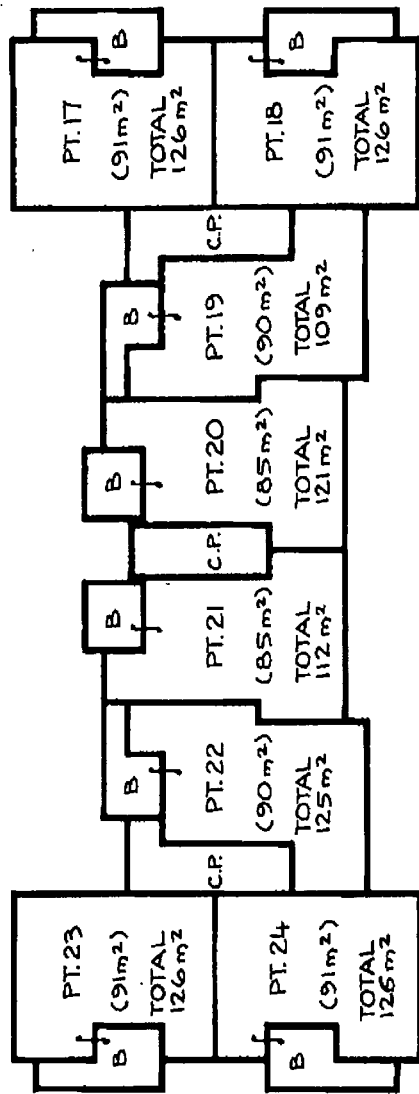
Registered Surveyor

SURVEYORS REFERENCE: 97056

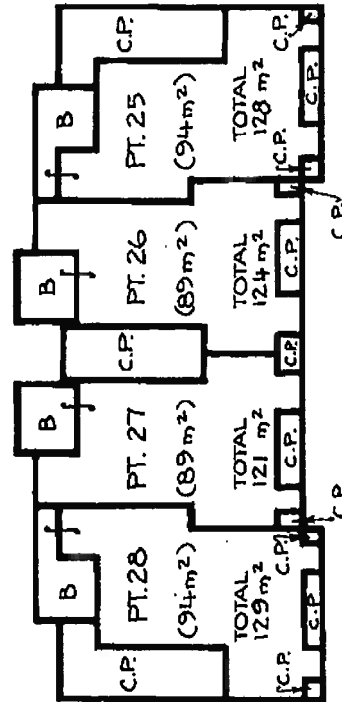
STRATA PLAN 60140

Reg:R215401 /Doc:SP 0060140 P /Rev:27-Apr-1999 /Srs:OK.OK /Pgs:ALL /Prt:17-Feb-2017 11:22 /Seq:4 of 4

OFFICE USE ONLY



LEVEL 3



LEVEL 4

BALCONIES, WHERE UNCOVERED, ARE LIMITED IN STRUTUM TO 2.4 ABOVE THEIR RESPECTIVE CONCRETE SLAB.

C.P. - DENOTES COMMON PROPERTY

B. - DENOTES BALCONY

Reduction Ratio 1:250

Lengths are in metres

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

Lengths are in metres.

(Sheet 1 of 4 sheets)

PART 1

SP60140

Plan covered by Council Clerk's
Certificate No S.T.A. 123/99.
of 1999.

**Full name and address
of Proprietors of the
land:**

HOMECLAD Pty Limited
C/ 121 Fairford Road
PADSTOW NSW 2211

**1. Identity of Restriction
firstly referred to
in abovementioned plan:**

Positive Covenant

SCHEDULE OF LOTS AFFECTED

Lots Burdened.

Authority Benefited.

Common Property

Council of Sutherland Shire

**2. Identity of Restriction
secondly referred to
in abovementioned plan:**

Positive Covenant

SCHEDULE OF LOTS AFFECTED

Lots Burdened.

Authority Benefited.

Common Property

Council of Sutherland Shire

Approved by Council of Sutherland Shire


General Manager



22-4-1999

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

Lengths are in metres.

(Sheet 2 of 4 sheets)

Plan: Sp 60140

Plan covered by Council Clerk's
Certificate No S.T.A. 123/99.
of 1999.

PART 2

**1. TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN**

1. The proprietors of the Common Property hereby burdened with respect to the detention facility described in Plan No D3/97 dated 23/3/99 (Council's File Ref: PR 1128) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

- (a) Permit stormwater to be temporarily detained in the detention facility.
- (b) Keep the detention facility clean and free of silt, rubbish and debris.
- (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.
- (d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
- (e) Not make any alterations to the detention facility 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 of 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 to 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 system and recover from the proprietor/s the cost of carrying out the work and if necessary 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 Council of Sutherland Shire

[Signature]
General Manager



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

Lengths are in metres.

(Sheet 3 of 4 sheets)

Plan: Sp 60140

Plan covered by Council Clerk's
Certificate No S.T.A. 123/99.
of 1999.

PART 2
continued

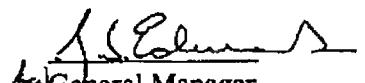
**2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- (a) The Owners Corporation shall not exercise its powers under s.54(3) of the Strata Schemes (Freehold Development) Act, 1973 to allocate any part of the Common Property delineated as "Visitor Parking" for the exclusive use of any lot within the strata plan.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR
MODIFY THE POSITIVE COVENANTS FIRSTLY AND SECONDLY REFERRED TO
IN THE ABOVEMENTIONED PLAN**

The Council of Sutherland Shire.

Approved by Council of Sutherland Shire


General Manager



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

Lengths are in metres.


(Sheet 4 of 4 sheets)


Plan: SP 60140

Plan covered by Council Clerk's
Certificate No S.T.A. 123/99,
of 1999.

The Common Seal of HOMECLAD
Pty Limited
was hereunto affixed by resolution of the
Directors in the presence of:



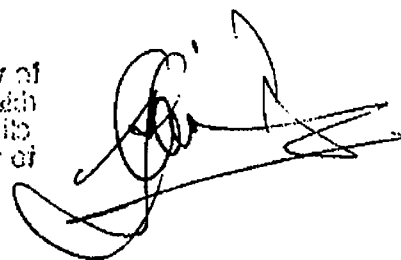

Director


Secretary

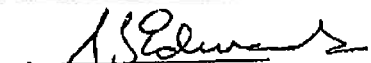
Signed at Bankstown 16th day of
March 1999 For Corporation
Bank of Australia A/CN 123/20/94 by its
duly appointed Attorney under Power of
Attorney Book 4043 No 610

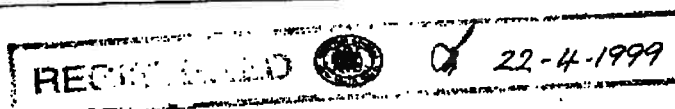
Witness





Approved by Council of Sutherland Shire


General Manager



Ref: /Src:U

Form: 97-15CB

Licence: 10V/0779/97

Edition: 9804

CHANGE OF BY-LAW

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

5988607T



(A) TORRENS TITLE

For the common property

CP/SP 60140

(B) LODGED BY

LTO Box

Name, Address or DX and Telephone

CENTRA L

CODE

962L

NETWORK STRATA SERVICES PTY LTD
PO BOX 265 HURSTVILLE NSW 2220

Reference (optional):

CB

60140

10 JUNE 1999

(C) The Owners-Strata Plan No

certify that pursuant to a resolution passed on

and in accordance with the provisions of—

(D) • ~~section 54 of the Community Land Management Act 1994~~

• ~~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

By-Law 16

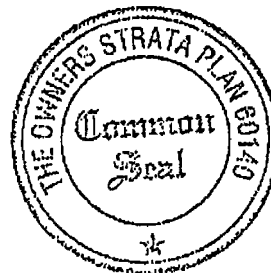
Added by-law No

Special By-Law 16, By-Law 20 and Special By-Law 21

~~Amended by-law No~~

as fully set out below.

See Annexure Attached.



(F) The common seal of the Owners-Strata Plan No 60140

was affixed on 15 June, 1999

in the presence of—

Names: EDWARD JOHN MIDDLETON

Signatures:

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

(G) COUNCILS 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.

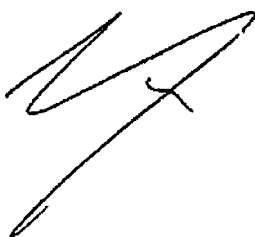
Signature of authorised officer:

All handwriting must be in block capitals.

A set of notes on this form (97-15CB-2)
is available from the Land Titles Office.

Special By-Law 16 (Keeping of animals)

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) carry the animal when it is on the common property;
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.



By-Law 20 (Alterations & Additions to Fire Doors)

(A) Definitions

- (a) The following terms are defined to mean:
 'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act.

(B) Duties of Owners

- (a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
- (c) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
- (d) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

(C) Liability

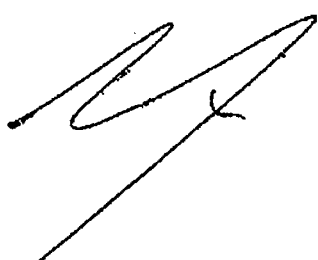
- 1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
- 2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

(D) Indemnity

- i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

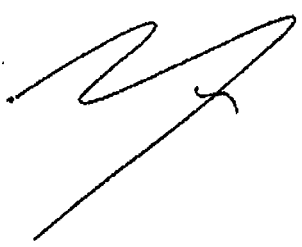
(E) Right to Remedy Default

- If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
- i) carry out all work necessary to perform the obligation;
 - ii) enter upon any part of the parcel to carry out that work; and
 - iii) recover the costs of carrying out that work as a debt from the owner of the lot.



Special By-Law 21 (Exclusive Use of Garden Area - Lot 8)

- (1) The owners for the time being of lot 8 and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of the common property garden area adjacent to lot 8 as shown on the plan copy annexed hereto and marked as area "X" hereinafter referred to as "the limited common property" subject to the following terms and conditions:
 - (a) the owners shall keep limited common property clean, tidy and properly maintained (including the proper care and maintenance of all plants and landscape materials contained therein);
 - (b) to the extent that this by-law makes the owner of the limited common property responsible for the cleanliness, tidiness and proper maintenance (including the proper care and maintenance of all plants and landscape materials contained therein) of such exclusive use area it discharges the owners corporation from its obligations under Section 62;
 - (c) the limited common property shall be used exclusively as private open space for lot 8.
- (2) In the event that the owner for the time being of lot 8 elects to install a doorway in the place of the existing window immediately adjacent to the limited common property. Such installation must be undertaken so that it complies with the following conditions:
 - (i) The owner of lot 8 must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before any work is undertaken;
 - (ii) the style, design and finish of the proposed installation shall be consistent with the architectural theme established throughout the remainder of the strata scheme building and shall not detract from the overall appearance of the property;
 - (iii) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (iv) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any doorway must be forthwith made good by the owners for the time being of lot 8 at no cost to the Owners Corporation;
 - (v) the doorway and any attendant apparatus shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lot 8;
 - (vi) the doorway and any attendant apparatus must be maintained in good working order and condition by the owner of lot 8 without claim on the owners corporation in respect of such maintenance;
 - (vii) all paint and trim finishes applied to the doorway shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.



Ref: /Src:Un: 15CB
Licence: 98M111
Edition: 0008

CHANGE OF BY-LAW

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



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

(A) TORRENS TITLE

For the common property CP/SP 60140

(B) LODGED BY

Delivery Box 962L	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LTD PO BOX 265 HURSTVILLE NSW 2220 Reference (optional):	CODE CB
----------------------	---	------------

(C) The Owners-Strata Plan No 60140 certify that pursuant to a resolution passed on 3rd May 2001 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 By-Law 22

Amended by-law No

as fully set out below.

Refer to annexure attached.

(F) The common seal of the Owners-Strata Plan No 60140 was affixed on 20 June, 2001 in the presence of—

Signature(s):

Name(s): EDWARD JOHN MIDDLETON

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:

ANNEXURE TO STRATA PLAN 60140

By-Law 22

The owners corporation is empowered to undertake the installation of an automatic security gate, pedestrian gates and all other associated equipment to secure the garage area of the strata scheme.



A handwritten signature in black ink, consisting of a stylized 'M' followed by a long horizontal line and a diagonal stroke.

Edition: 0008

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



AA622026K

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

A) TORRENS TITLE

For the common property

CP/SP60140

B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LTD
PO BOX 265 HURSTVILLE NSW 2220

Reference (optional):

CODE

CB

C) The Owners-Strata Plan No

60140

certify that pursuant to a resolution passed on

27/04/04

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~~

~~of the Strata Schemes Management Act 1996~~

~~order No~~

47

~~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

By-Law 25

~~Amended by law No~~

as fully set out below.

Refer to page 2 attached:

F) ~~The common seal of the Owners-Strata Plan No~~

60140

was affixed on 29 April, 2004

in the presence of—

Signature(s):

Name(s):

EDWARD JOHN MIDDLETON

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.

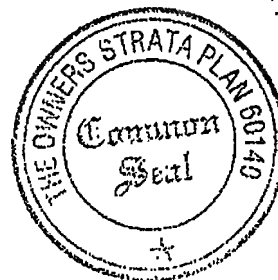
Signature of authorised officer:



Annexure To By-Law 25 – Strata Plan 60140
Passed 27th April 2004

By-Law 25 - Settlement Cracks

1. Pursuant to section 62(3) of the Act, the owners corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that;
 - (a) any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building;
 - (b) damage has not been caused by an insurable event;
 - (c) damage has no material effect upon the utility of a lot.
2. Any dispute arising from a determination made by the owners corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
3. Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by;
 - (a) the owners corporation where a structural defect is evidenced;
 - by the owner of the lot with whom the dispute has arisen where no defect is evidenced.



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CHANGE OF BY-LAW

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



AB516109X

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

(A) TORRENS TITLE	For the common property CP/SP60140	
(B) LODGED BY	Delivery Box 573X Reference (optional): 123421L	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 CB

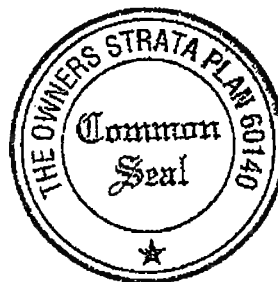
- (C) The Owners-Strata Plan No 60140 certify that pursuant to a resolution passed on 04 April 2005 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 26, 27
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 60140 was affixed on 17 May 2005 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

Annexure A to CHANGE OF BY-LAWS

Parties:

SP60140

Dated: 17 May 2005

Special By-Law 26 Exhaust Fan By-Law

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event

Special By-Law 27 Air-Conditioners

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
 - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owner's corporation in respect of such maintenance;
 - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.



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CHANGE OF BY-LAW

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



AC356734M

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

(A) TORRENS TITLE	For the common property CP/SP60140				
(B) LODGED BY	<table border="1"><tr><td>Delivery Box 573X</td><td>Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L</td></tr></table>	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L				
CODE CB					

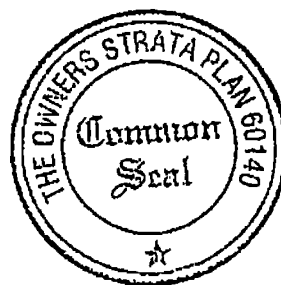
- (C) The Owners-Strata Plan No 60140 certify that pursuant to a resolution passed on 04 May 2006 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 28
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 60140 was affixed on 08 May 2006 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Annexure A to CHANGE OF BY-LAWS

Parties:

SP60140

Dated: 8 May 2006

Special By-Law 28 (Access for Inspection of Fire Services)

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;

(a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

D) Indemnity

i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);

ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to be issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.



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CHANGE OF BY-LAW

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

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PRIVACY NOTE: this information is legally required and will be

(A) TORRENS TITLE

For the common property
CP/SP 60140

(B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LIMITED,
P.O. BOX 265,
HURSTVILLE BC NSW 1481

Reference (optional): 123421L

CODE

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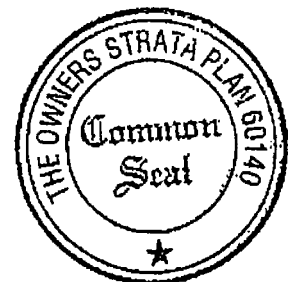
- (C) The Owners-Strata Plan No 60140 certify that pursuant to a resolution passed on 01 May 2007 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 29
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 60140 was affixed on 15 May 2007 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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
herein.

has approved the change of by-laws set out

Signature of authorised officer:

Name and position of authorised officer:

Annexure A to CHANGE OF BY-LAWS

Parties:

SP 60140

Dated: 15 May 2007

Special By-Law 29 (Compensation to Owners Corporation)

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



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CHANGE OF BY-LA'

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AD990956D

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

(A) TORRENS TITLE

For the common property

CP/SP 60140

(B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LIMITED,
P.O. BOX 265,
HURSTVILLE BC NSW 1481

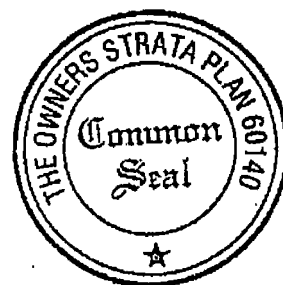
Reference (optional): 123421L

CODE

CB

- (C) The Owners-Strata Plan No 60140 certify that pursuant to a resolution passed on 15 May 2008 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
Added by-law No special 30
Amended by-law No NOT APPLICABLE
as fully set out below.

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No 60140 was affixed on 19 May 2008 in the presence of—

Signature(s):

Name(s): ROBERT HARRIS

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

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

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

Signature of authorised officer:

Name and position of authorised officer:

Annexure A to CHANGE OF BY-LAWS

Parties:

60140

Dated: 19 May 2008

Special By-Law 30 (Payment of Insurance Excesses)

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D) (i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

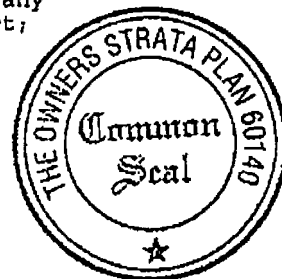
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C) (i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;



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CHANGE OF BY-L
New South Wales
Real Property Act 1900



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(A) TORRENS TITLE

For the common property
CP/SP 60140

(B) LODGED BY

Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 285 Hurstville BC NSW Reference: 60140	CODE CB
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- (C) The Owners-Strata Plan No. 60410 certify that pursuant to a resolution passed on 13 May 2010 and
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL 31
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 60410 was affixed on 18 May 2010
Signature(s): *D McKinstry*
Name(s): Derek McKinstry
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 of authorised officer: Position of authorised officer:

Annexure A Change of By-Laws

Parties: SP60140

Dated: 13 May 2010

Special By-Law 31 (Service of Documents by Owners Corporation)

PART 1 – Preamble

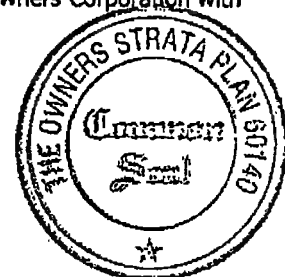
- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the Internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 – Definitions & Interpretation

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment
 - (b) **Email** means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
 - (c) **Facsimile** means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
 - (d) **Lot** means any lot in the strata plan
 - (e) **Notices** means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
 - (f) **Non-Statutory Notice** means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
 - (g) **Owner** means the owner of the Lot
 - (h) **Owners Corporation** means the owners corporation created by the registration of strata plan 60140
 - (i) **SMS** means Short Message Service, the common text messaging service available on mobile phones and other handheld devices
- 2.2 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

- 3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;
- (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
 - (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

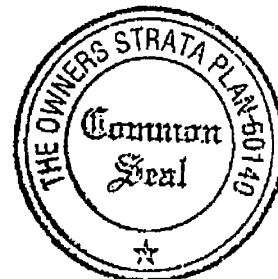


D. M. [Signature]

- (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
- (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.
- 3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.
- 3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.
- 3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 – Responsibilities and Obligations of Owners

- 4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;
- 4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.
- 4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.
- 4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.



D. Mackay

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CHANGE OF BY-LAW
New South Wales
Real Property Act 190



AG305442P

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(A) TORRENS TITLE	For the common property CP/SP 60140				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 573X</td><td>Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 60140</td></tr></table>	Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 60140	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 60140				
CODE CB					

- (C) The Owners-Strata Plan No. 60140 certify that pursuant to a resolution passed on 17 May 2011 and
- (D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
- (E) Repealed by-law No. 10
Added by-law No. SPECIAL 32, 33, 34 & 35
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 60140 was affixed on 24 May 2011
- Signature(s): *D. McKinstry*
Name(s): Derek McKinstry
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 of authorised officer: _____ Position of authorised officer: _____

Annexure A Change of By-Laws
Parties: SP 60140
Dated: 17th May 2011

- 10. Hanging out of washing (Repeal existing Strata By-law – Drying of Laundry items and replace it with)**
- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
 - (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
 - (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
 - (4) In this clause: *washing* includes any clothing, towel, bedding or other article of a similar type.

32. Preservation of fire safety

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

33. Cleaning windows and doors

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

34. Changes to floor coverings and surfaces

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

35. Delivery of Executive Committee Notices & Minutes

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;

- (1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
- (a) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
- (2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.



D. M. Kelly

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CHANGE OF BY-LAW
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Real Property Act 1900



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(A) TORRENS TITLE	For the common property CP/SP 60140		
(B) LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 60140	CODE CB

- (C) The Owners-Strata Plan No. 60140 certify that pursuant to a resolution passed on 25 June 2012 and
- (D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL 33
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 60140 was affixed on 05 October 2012
Signature(s): D McKinty
Name(s): Derek McKinstry
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 of authorised officer: _____ Position of authorised officer: _____

Annexure A Change of By-Laws

Parties: 60140

Dated: 25/06/12

Absolution of Maintenance – Lot Fixtures & Fittings

PART 1 - Introduction and Intent

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 60140
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall

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

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

PART 3 - Terms and Conditions

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental



D M c k t

Annexure A Change of By-Laws

Parties: 60140

Dated: 25/06/12

3.2 Bathroom, Ensuities and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and Insinkerator
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme



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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



AI770738S

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(A) TORRENS TITLE	For the common property		
	CP/SP 60140		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
	573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 60140	CB

- (C) The Owners-Strata Plan No. 60140 certify that pursuant to a resolution passed on 28 May 2014 and
(D) in accordance with the provisions of section No. 64A of the 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 36
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 60140 was affixed on 08 July 2014
Signature(s): *D McKinstrey*
Name(s): Derek McKinstrey
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 of authorised officer: _____ Position of authorised officer: _____

Annexure A Change of By-Laws

Parties: 60140

Dated: 28 May 2014

Special By-Law 36 (Installation of Child Window Safety Devices)

PART 1 – Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 – Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they

will have the same meaning as the terms attributed under that Act.

PART 3 – Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners

Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

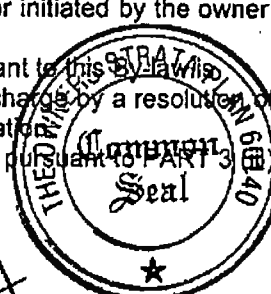
(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By-law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

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Annexure A Change of By-Laws

Parties: 60140

Dated: 28 May 2014

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



D. M. ...

Form: 1SCB
Release: 2.2
www.lands.nsw.gov.au

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



AJ541254V

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

(A) **TORRENS TITLE**

For the common property
CP/SP 60140

(B) **LODGED BY**

Document
Collection
Box

573X

Name, Address or DX, Telephone, and LLPN if any

Network Strata Services 123421L
P.O. BOX 265
HURSTVILLE BC NSW 1481

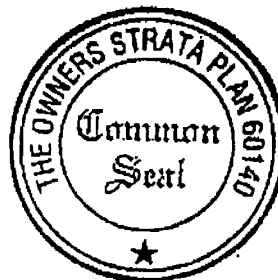
Reference: 60140

CODE

CB

- (C) The Owners-Strata Plan No. 60140 certify that pursuant to a resolution passed on 19 May 2015 and
(D) in accordance with the provisions of section No. 52 of the 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 16
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 60140 was affixed on 25 May 2015 in the presence of—

Signature(s):

D McKinsty

Name(s): Derek McKinsty

Netstrata

Appointed Managing Agent

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 of authorised officer:

Position of authorised officer:

Annexure A Change of By-Laws

Parties:60140

Dated: 19 May 2015

Special By-law 16- Exclusive Use- Installation of Balcony Blinds- Lot 2

The owners of lot 2 are conferred with the right to install clear plastic blinds on either side of the balcony of their lot subject to the following terms and conditions;

- (a) The owners of lot 2 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 2 ;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property,
- (d) the owners of lot 2 undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of lot 2 at no cost to the Owners Corporation;
- (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that the owner of lot 2, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

Page 2 of 2



Om...



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:

Bks Conveyancing
Po Box 1100
CARINGBAH NSW 1495

**Planning Certificate – Section 149(2) Certificate
Planning Certificate – Section 10.7
Environmental Planning and Assessment Act, 1979**

Certificate no:	e149:18/1084	Delivery option:	
Certificate date:	02/03/2018	Your reference:	Stavreff

Property:

Lot 20 S/P 60140
20/45-47 Vermont Street SUTHERLAND NSW 2232

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. 30 – Intensive Agriculture
- * SEPP No. 33 – Hazardous and Offensive Development
- * SEPP No. 50 – Canal Estates
- * SEPP No. 55 – Remediation of Land
- * SEPP No. 62 – Sustainable Aquaculture
- * SEPP No. 64 – Advertising and Signage
- * SEPP No. 65 – Design Quality of Residential Flat Development.
- * State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
- * SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
- * State Environmental Planning Policy (Integration and Repeals) 2016
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- * State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- * SEPP (Infrastructure) 2007
- * State Environmental Planning Policy (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

- * State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

The following Draft State Environmental Planning Policies apply:
Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

3. The name of each development control plan that applies to the carrying out of development on the land:
Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

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

Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

- (b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; 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; Semi-detached dwellings; 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.

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Safety Code.

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

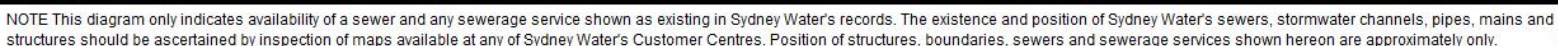
Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

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



SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **SUTHERLAND**SUBURB OF **SUTHERLAND**Copy of
Diagram no. **755687**

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS	
■	Manhole
□	Chamber
○	Lamphole
⊗	Boundary Trap
⊙	Inspection Shaft
⊕	Pit
⊖	Grease Interceptor
⊗	Gully

⊕	P. Trap
⊖	Reflex Valve
⊗	Cleaning Eye
○	Vertical Pipe
⊕	Induct Pipe
⊖	Micro Rep
⊗	Junction
⊕	Padding Point

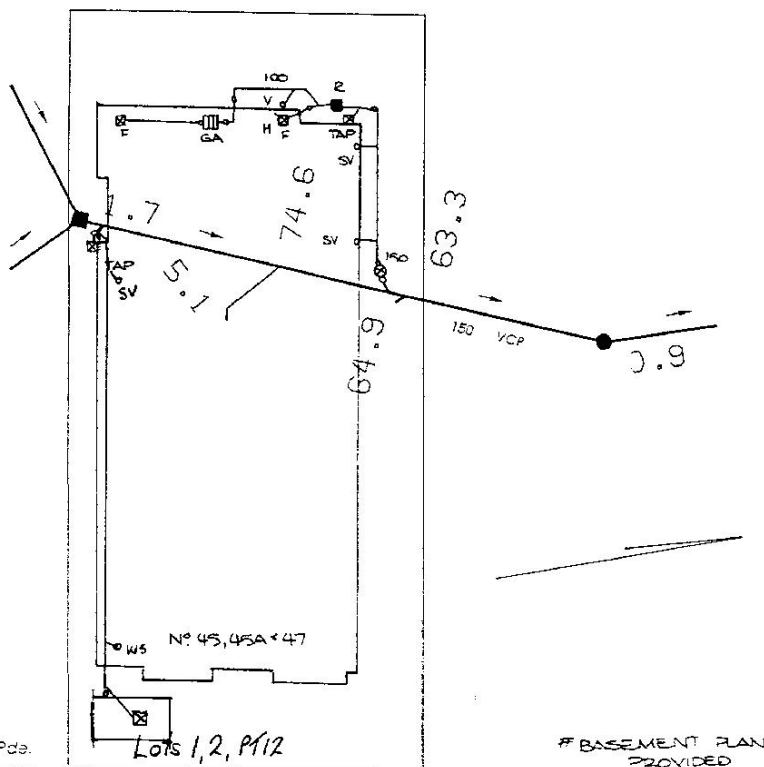


INDICATES - PLUMBING FIXTURES & OR FITTINGS	
CO	Clean out
• V	Vent Pipe
T	Tub
K	Kitchen Sink
W	Water Closet
B	Bath Waste
H	Handbasin
• SV	Soil Vent Pipe
2d	Bidet
S	Shower
DW	Dishwasher
F	Floor Waste
M	Washing Machine
BS	Bat Sink
LS	Lab Sink
• 45	Waste Stack

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 the Board's Business Offices. (Section 23 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the position of building 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. A Certificate is required to submit to the Board a Certificate of Compliance as part of work may have been supervised.

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



VERMONT ST

Scale: Approx 1:500 Distances shown in metres Pipe diameters in millimetres

Sewer Test Sheet No. 11027	Drainage inspected by Inspector	Date of Issue	Plumbing inspected Inspector
	Cert. Of Compliance No.	Outlet	Cert. Of Compliance No.
	Field Diagram Examined by	Drainer	
	Tracing Checked by	Plumber	
Boundary Trap		NOT REQUIRED For Regional Manager	

Connection Date:

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

11th October 2016

SAI Global Property Division Pty Ltd

Your Reference: **64255021**

Building Over/ Adjacent a Sydney Water Asset Letter

Property: 45-47 Vermont St Sutherland 2232
Application no: 9484094

Dear Sir/Madam,

Sydney Water's records show that a **block of units** on the above property was built **over/adjacent** to its **sewermain** with our approval and apparently in accordance with the conditions of that approval.

Sydney Water advises that under the State Records Act it is required to maintain records relating to building over/adjacent to Sydney Water assets for a maximum of twenty five (25) years.

Yours sincerely

Customer Connections
Business Customer Services