

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Pulse Property Agents Level 3, 12 Central Road, Miranda NSW 2228 Email: tracey@pulseproperty.com.au	Phone: 02 9525 4666 Fax: 02 9525 4699 Ref: Tracey Fenwick
co-agent		
vendor	Paul John Roper Unit 8, 48-50 Manchester Road, Gympie Bay NSW 2227	
vendor's solicitor	LJS Conveyancing Services Pty Ltd 122 Grays Point Road, Grays Point NSW 2232 PO Box 81, Gympie NSW 2227 Email: lisa@ljsconveyancing.com.au	Phone: 02 9526 6381 Fax: 02 9526 6381 Ref: LS:21/0663
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	Unit 8, 48-50 Manchester Road, Gympie NSW 2227 Lot 8 in Strata Plan 63704 Folio Identifier 8/sp63704	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$ _____

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

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

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off-the-plan contract <input type="checkbox"/> 58 other document relevant to off-the-plan contract
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	Other <input type="checkbox"/> 59

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

LJ Hooker Strata Management
Suite 3, 29-31 Croydon Street, Cronulla NSW 2230
Tel: 02 9523 0466

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Additional conditions

These are the additional conditions to the contract for the sale of land 2019

The terms of the printed contract to which these special conditions are annexed is subject to the following amendments. If there is a conflict between these additional conditions and the printed contract, then these additional conditions prevail. The parties agree that should any provision of this contract be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this contract and such remaining provisions shall remain in full force and effect.

1. The form of Contract annexed is amended as follows:

- a) Clause 5.1 is replaced with "The form of requisitions that the Purchaser is entitled to raise are annexed to this contract".
- b) Clause 7.1 is amended by deleting the words "that are not claims for delay".
- c) Clause 7.1.1 is amended by replacing "5%" with "1%".
- d) Clause 7.2.1 is amended by replacing "10%" with "1%".
- e) Clause 7.2.4 is amended by deleting the words "and the costs of the purchaser".
- f) Clause 7.2.6 is amended by inserting at its end "and the amount held will be released immediately to the Vendor without further authority from the Purchaser."
- g) Clause 8.1.1 is amended by deleting the words "on reasonable grounds" and 8.1.2 amended by deleting the words "and those grounds".
- h) In clause 10.1 add the words "or *delay completion*" after the word "*terminate*" and where the word "substance" appears it is deemed to be replaced with the word "existence".
- i) Clause 11 is amended by insertion of new sub-clause "11.3 The provisions of clause 11.2 do not apply where the Purchaser is in breach of any of the terms of the contract or if such *work order* as complied with was issued as a result of the Purchaser's application to Council for a Building Certificate".
- j) Clause 14.4.2 is replaced in its entirety with the following:
"14.4.2 by adjusting an amount for land tax being the current land tax rate multiplied by the taxable value of the land."
- k) Clause 18 is amended by adding the following new clause:
"18.8 The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the Property."
- l) Clause 20.13 is amended to read "Preparation of the transfer of itself does not imply acceptance of the property or the title."
- m) Clause 23.5.2 is amended by deleting the words "but is disclosed in this contract".
- n) Clause 23.6 is replaced as follows:
"23.6 If a contribution is not a regular periodic contribution, the Vendor is liable for such contribution due and payable prior to the contract date and the Purchaser is liable for such contribution determined and/or due and payable after the contract date."
- o) Clause 23.7 is deleted.
- p) Clause 23.13 is amended by replacing "7" with "3".
- q) Clause 23.14 is amended by deleting the first sentence.
- r) Clause 23.17 is deleted.
- s) Clause 30 is amended as follows:
 - a. 30.10 is amended by including the words at the beginning "Subject to the Purchaser complying with clause 30.17,"

- b. Clause 30 is amended by addition the following new clause:

“30.17 At least 1 business day before the date for completion, the Purchaser must forward the Order on the Agent/Solicitor to the Vendor’s conveyancer to be held in escrow pending completion.”

- t) Clause 31.4 is amended by replacing “7” with “3”.

2. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) relying upon their own enquiries in relation to the property including its approved use;
- (b) in its present condition and state of repair including whether or not any fixture, fitting or inclusion is functioning or not;
- (c) subject to all defects latent and patent;
- (d) subject to any infestations and dilapidation;
- (e) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (f) subject to the lack of rights, easements or lack of approval from the relevant authority for any water, sewerage, utility or other service(s); and
- (g) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land including in regard to distance from the boundaries, walls, eaves or gutters of the buildings erected on the property.

The Purchaser further acknowledges that:

- (h) the sewerage/drainage diagrams attached to this contract are the latest diagrams available from the relevant water board and the Vendor has complied with their obligations pursuant to Schedule 1 of the *Conveyancing (Sale of Land) Regulation 2017*. The Purchaser will not require the Vendor to provide anything further in regard to the drainage/sewerage diagrams nor require the Vendor to provide a Building over Sewer letter;
- (i) the full agreement between the parties is contained in this contract and the Purchaser does not rely upon any warranties made by or on behalf of the Vendor;
- (j) particulars of title disclosed in this agreement are sufficient to enable the Purchaser to prepare a transfer in accordance with clause 4.2;
- (k) on completion the Purchaser will accept a discharge, withdrawal, surrender or request executed and in registerable form, of any registered encumbrance or caveat affecting the title (other than an encumbrance to which this contract is subject) together with an allowance for the registration fee;
- (l) the Vendor will hand over all keys and remotes available for the Property however may not be in possession of keys to every lock at the Property; and
- (m) the Vendor will not patch, paint, repair or make good removal of any item listed as an exclusion or removed by them in the process of vacating the property.

The Purchaser is not entitled to seek to delay completion, terminate, rescind or make any objection, requisition or claim for compensation in relation to any of the matters/acknowledgements/non-compliance covered, disclosed or noted in this clause 2.

3. Breach of Statutory Warranty by Vendor

If the Purchaser discovers that the Vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017* ("Regulation") the only remedy for such breach is the remedy available pursuant to the Regulation.

4. Claims for Compensation

Notwithstanding the provisions of printed clauses 6 and 7 of this contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of printed clause 8.

5. Pre-Purchase Reports

- (a) In the event that the Vendor commissioned a pre-purchase report prior to the date of this contract including, but not limited to, a pest and building report and/or a strata report ("Reports") and made such Reports available to the Purchaser then the Purchaser acknowledges that such Reports have been provided to the Purchaser for information purposes only and the Purchaser has had adequate opportunity to obtain their own independent searches/reports.
- (b) The Vendor does not warrant the contents of any Reports are complete and accurate and the Purchaser indemnifies the Vendor against any liability in regard to the contents of the Reports.
- (c) The Purchaser is not entitled to seek to delay completion, terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- (d) This clause does not merge on completion.

6. Death or incapacity

- (a) The Purchaser warrants that they have mental capacity to enter this contract.
- (b) Notwithstanding any rule of law or equity to the contrary, should the Purchaser, or if more than one, any one of them, prior to completion die then either party may elect to rescind this contract by notice in writing forwarded to the other party's solicitor/conveyancer and thereupon this contract shall be at an end and the provisions of clause 19 will apply.
- (c) Should the Vendor or, if more than one, any one of them, prior to completion die or either party be found by a court of competent jurisdiction to be incapable of administering their estate or affairs or be declared bankrupt or, where a party is a company, go into liquidation or administration then the Vendor may elect to rescind this contract by notice in writing forwarded to the Purchaser or their solicitor/conveyancer and thereupon this contract shall be at an end and the provisions of clause 19 will apply.

7. Notice to complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other party will be entitled at any time thereafter to serve a notice to complete, requiring the other party to complete on the day being not less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties.
- (b) For the purpose of this contract, such notice to complete will be deemed both at law and in equity sufficient to make time of the essence of this contract.

- (c) Notwithstanding clause 6(a), the parties acknowledge and agree that a notice to complete cannot be served between, nor have an expiry date between 21 December of the current year and 14 January the subsequent year.
- (d) The party that issues the Notice to Complete in accordance with this clause shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.
- (e) If the Vendor issues the Notice to Complete then the Vendor shall be entitled to recover the fee of \$330.00 (GST inclusive) for each Notice issued to the Purchaser to cover the legal costs for issuing such Notice(s).

8. Late completion

In the event that completion is not effected on the nominated day due to the Purchaser's default the Purchaser will pay to the Vendor on completion, in addition to the balance of the purchase price:

- (a) 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there will be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not;
- (b) an additional amount to cover additional legal fees and other expenses incurred as a consequence of the delay which includes, but is not limited to, costs/expenses incurred by the Vendor as a result of the delay on the Vendor's purchase of another property scheduled to complete simultaneously. The amount payable by the Purchaser will be the higher of \$330.00 (including GST); or the actual costs incurred by the Vendor caused by the delay; and
- (c) if such delay causes completion to occur after 31 December in the year current as at the date of this contract, notwithstanding anything to the contrary in this contract, if land tax is payable by the Vendor, an adjustment for land tax in accordance with printed clause 14.4.

It is further agreed that the abovementioned is a genuine pre-estimate of the Vendor's financial loss including interest earned on the purchase money, liability for payment of interest on any mortgage, rates and outgoings and any land tax liabilities. The Vendor shall not be obligated to complete this contract unless the amounts payable under this clause are tendered. This clause does not limit the Vendor's rights pursuant to any other clause of this contract.

9. Agent

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim for commission, which may be made by any real estate agent or other person arising out of, or in connection with, the Purchaser's breach of this warranty. This clause will not merge on completion.

10. Deposit Payable under a Cooling off Period

Notwithstanding clause 2 of this contract, if a cooling off period applies to this Contract, then the deposit will be paid as follows:

- (a) .25% of the purchase price is paid on exchange of this contract; and
- (b) Subject to Special Condition 11, the balance of the 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.

11. Deposit

The Purchaser agrees and acknowledges that the deposit payable pursuant to this contract is an amount equal to 10% of the Purchase Price.

IF the Vendor agrees that the deposit may be paid by the Purchaser in instalments, then the Purchaser must pay the instalments as follows:

- (a) 5% of the Purchase Price as at the date of this contract and in accordance with printed clause 2.1 and 2.2; and
- (b) 5% on the later of:
 - (i) the date for completion set out on the front page of the contract; or
 - (ii) the date that is made essential for completion in a valid notice to complete served by either party.

The Vendor reserves its rights pursuant to printed clause 9.1 of the contract if the Purchaser defaults under this contract.

12. Release of deposit

Notwithstanding any other clause in this contract, from the date of this contract the deposit or any part of the deposit as the Vendor may require will be released to the Vendor or as the Vendor directs for the purpose of payment of any of the following:

- (a) Land tax owing in respect of the property to enable the Vendor to clear any charge against the property for unpaid land tax; and/or
- (b) rental bond(s) to be held by the Rental Bond Board and any rent payable in advance by the Vendor pursuant to a Residential Tenancy Agreement; or
- (c) A deposit (including a deposit required by the Vendor to enter a Retirement Village) or the balance of purchase monies on the purchase of real estate;
- (d) Stamp duty or surcharge duty payable to Revenue NSW on the purchase of real estate; and/or
- (e) towards the Vendor's mortgage secured by the property. This sub-clause (e) is only applicable in the event the Vendor requires the deposit to be available at completion to complete the contract.

The execution of this contract will be full and irrevocable authority to the Depositholder named herein to release such deposit prior to the date of completion if required by the Vendor. Notwithstanding this irrevocable authority, should Vendor require the release of the deposit the Purchaser will authorise the Depositholder in writing to release same immediately upon request by the Vendor.

13. Release of Deposit for use at settlement

(a) The Purchaser acknowledges and agrees that:

- (i) the deposit may be released by the Depositholder on request by the Vendor's conveyancer for the Vendor's use at completion;
- (ii) that part of the deposit released will not be directly released to the Vendor and will be held in escrow pending completion of the contract and returned to the Depositholder if completion does not occur in accordance with the contract, unless otherwise agreed between the parties or in the event that special condition sub-clause (iv) applies;
- (iii) The execution of this contract will be full and irrevocable authority to the Depositholder named herein to release such deposit in accordance with this clause, however, the Purchaser agrees to provide further written authorisation to the Depositholder to release the deposit in accordance with this clause if required; and
- (iv) If this *conveyancing transaction* is to be completed as an *electronic transaction* then the Purchaser will do all things required or necessary to assist the Vendor to have the deposit transferred into the *Electronic Workspace* prior to completion.

14. Service of Notices

The service of any notice or document under or relating to this contract may, in addition to the provisions of clause 20, be effected and shall be sufficient service on a party and that party's solicitor/conveyancer if the notice or document is sent by facsimile transmission to the facsimile number, or by email to the email address noted on the contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:

- (a) The time of dispatch is after 5.00pm (Sydney time) on a business day, in which case the notice shall be deemed to have been received at 9.00am on the next business day; or
- (b) The sender's fax machine indicates a malfunction in transmission; or the sender's email to the recipient is rejected or returned undelivered then service of notice shall be deemed not to have been given or made.

15. Alterations and additions to the Contract for Sale

The Purchaser and the Vendor authorises their respective solicitor/conveyancer, any employee of that company or any person duly authorised and instructed by the solicitor/conveyancer, up until the date of this contract, to make alterations to this contract including the addition of annexures after execution up until the date the contract becomes unconditionally exchanged by both parties and any such alterations shall be binding upon the party deemed to have authorised such alterations and/or additions and any annexures so annexed shall form part of this contract as if it was annexed prior to the contract being executed.

16. Execution of contract by electronic signature or by faxed or emailed copy of wet signature

In this clause:

“Electronic Signature” means the symbol or data in digital form attached to the electronically transmitted contract of sale as verification of the parties intent to sign the contract.

The Vendor and the Purchaser acknowledge and agree that:

- (a) prior to execution of this contract both parties consented to the contract being electronically signed using a secure electronic signature technology system OR physically signed by one or more parties and then faxed or emailed for the purposes of exchanging contracts based on the copy of the signature;
- (b) The contract may be executed electronically using a secure electronic signature technology system, OR physically signed by one or more parties and then faxed or emailed, in counterparts and together both counterparts constitute one and the same contract;
- (c) the delivery of a counterpart of the contract bearing an electronic signature rather than a “wet” signature OR the delivery of a counterpart of the contract by fax or email with a copy of the “wet” signature shall be deemed to bind that party whose signature is represented;
- (d) this contract is binding on both the Vendor and the Purchaser irrespective of whether the parties’ signatures have been witnessed or not;
- (e) The parties will be bound by the provisions of the *Electronic Transactions Act 2000 (NSW)* in relation to the execution of this contract.

17. Guarantee for corporate Purchaser

In consideration of the Vendor contracting with the corporate Purchaser “The Guarantor(s)”, as is evidenced by The Guarantor(s) execution hereof, guarantee the performance by the Purchaser of all of the Purchaser’s obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from The Guarantor(s) before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release The Guarantor(s) from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on The Guarantor(s), their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

If the Guarantor(s) have not signed this clause, the Directors who signed the front page of this contract are deemed to be Guarantor(s) and deemed to have signed this clause and are bound by its terms.

SIGNED by

)
)

Signature (Director/Secretary)

The Guarantors in the presence of:

Signature (Director)

Signature of Witness

Print Name of Witness



FOLIO: 8/SP63704

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/8/2021	5:12 PM	10	8/9/2018

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

LAND

LOT 8 IN STRATA PLAN 63704
AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

PAUL JOHN ROPER (T AF803877)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63704
- 2 AF803878 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP63704

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/8/2021	5:13 PM	5	8/1/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63704
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GYMEA

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM SP63704

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 63704

ADDRESS FOR SERVICE OF DOCUMENTS:

48-50 MANCHESTER ROAD

NORTH GYMEA 2227

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP793426 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT
TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 3 DP793426 EASEMENT TO DRAIN WATER 0.55 & 1 METRE(S) WIDE
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM
- 4 A436560 LAND EXCLUDES MINERALS AFFECTING THE PART
DESIGNATED (X) IN THE TITLE DIAGRAM
- 5 F908440 LAND EXCLUDES MINERALS AFFECTING THE PART
DESIGNATED (Y) IN THE TITLE DIAGRAM
- 6 SP63704 POSITIVE COVENANT
- 7 AQ704892 CONSOLIDATION OF REGISTERED BY-LAWS
- 8 AQ704892 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 63704

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 107	2	- 101	3	- 100	4	- 100
5	- 98	6	- 98	7	- 98	8	- 104
9	- 97	10	- 97				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP63704

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

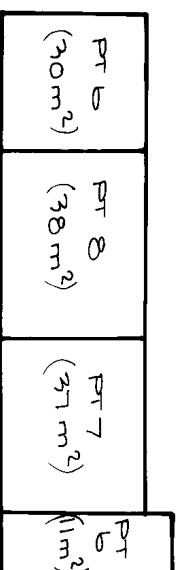
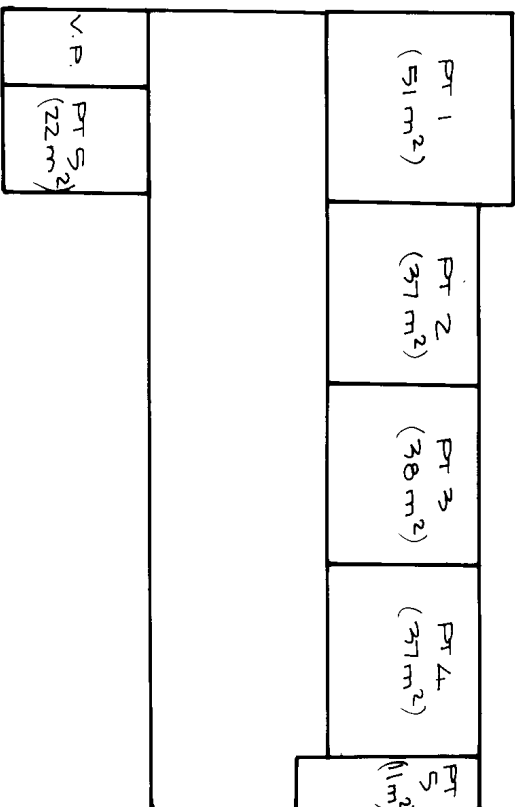
*** END OF SEARCH ***

21/0663

PRINTED ON 23/8/2021

* 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. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

SP63704



BASEMENT LEVEL

V. P. DENOTES VISITOR PARKING

Reduction Ratio 1: 200

Lengths are in metres

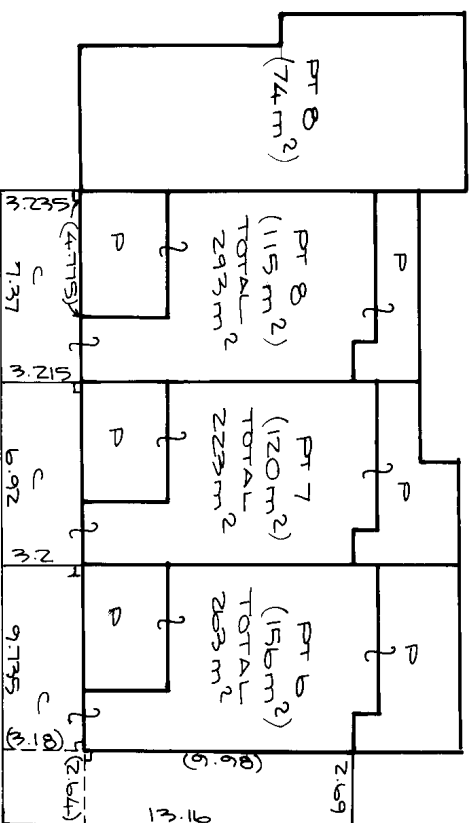
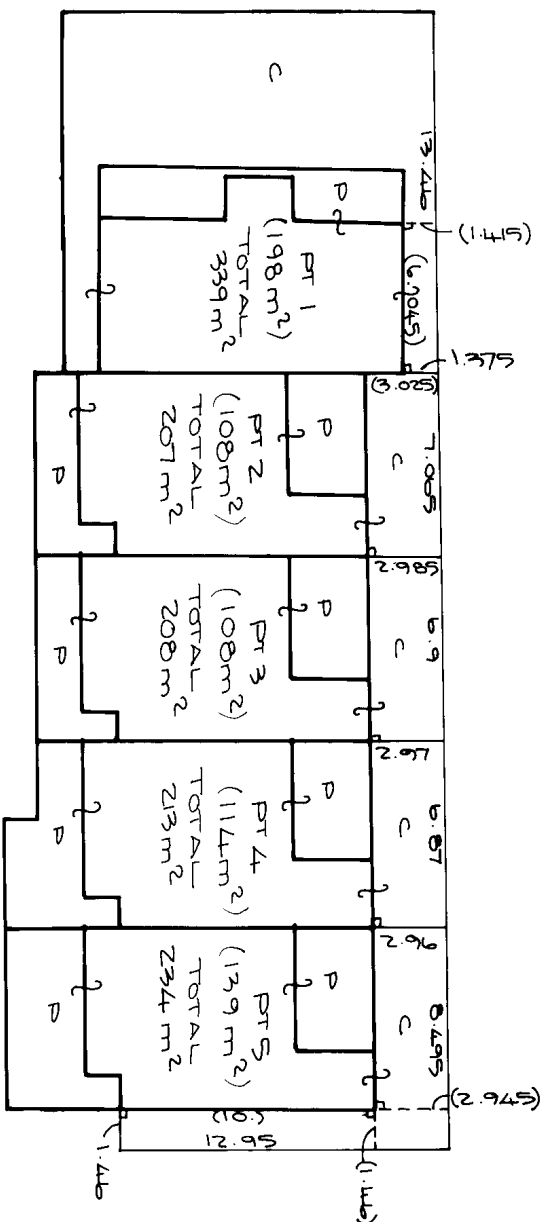
Registered Surveyor *D. Smith*

STA/IS/2001

General Manager/Authorised Person *D. Smith*

SURVEYOR'S REFERENCE: 12/MR/30005

SP63704



LEVEL 1

C. DENOTES COURTYARD
P. DENOTES PATIO
B. DENOTES BALCONY

COURTYARDS WHERE NOT ROOFED ARE LIMITED IN HEIGHT TO 3. ABOVE AND 3. BELOW THE UPPER SURFACE OF THE RESPECTIVE ADJOINING FLOORS ON LEVEL 1.
PATIOS WHERE NOT ROOFED ARE LIMITED IN HEIGHT TO 2. ABOVE THEIR RESPECTIVE ADJOINING FLOORS.

SCHEDULE OF UNIT ENTITLEMENT	
LOT N ^o	UNIT ENTITLEMENT
1	107
2	101
3	100
4	100
5	98
6	98
7	98
8	104
9	97
10	97
AGGREGATE	1000

Reduction Ratio 1: 200

Lengths are in metres

D. Smith,

Registered Surveyor

General Manager/Authorised Person

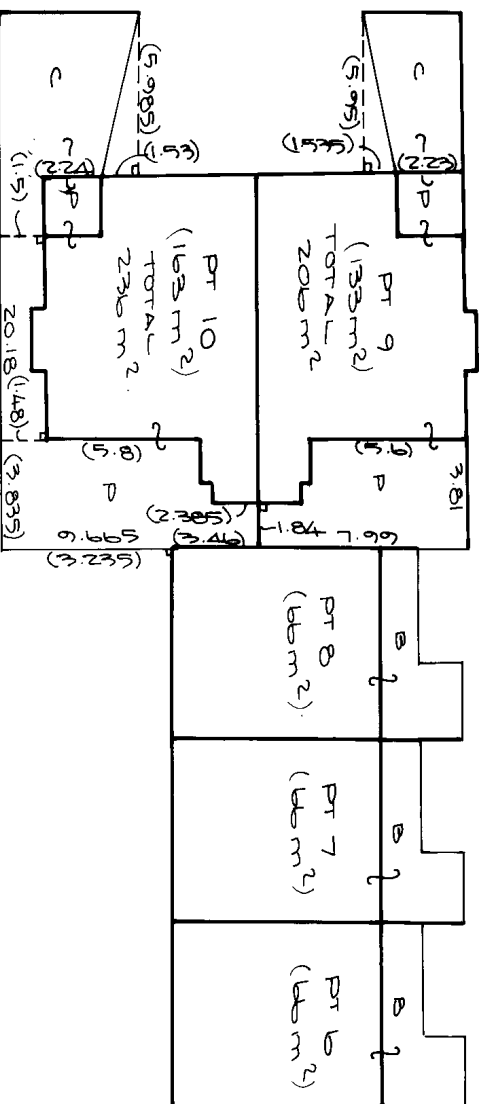
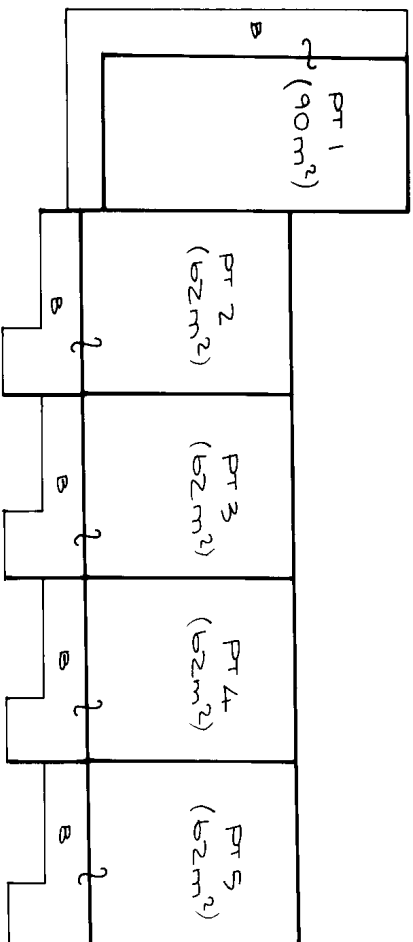
SURVEYOR'S REFERENCE: R/MR/3W005

SP63704

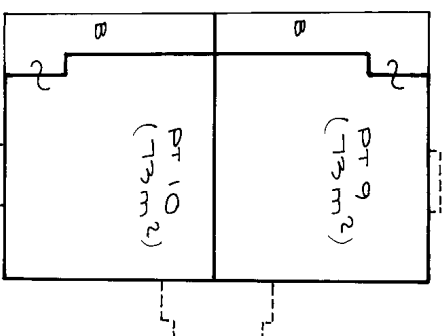
COURTYARDS WHERE NOT ROOFED ARE LIMITED IN HEIGHT TO 3. ABOVE AND 3. BELOW THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING FLOORS ON LEVEL 2.

BALCONIES WHERE NOT ROOFED ARE LIMITED IN HEIGHT TO 2. ABOVE THEIR RESPECTIVE ADJOINING FLOORS.

PATIOS WHERE NOT ROOFED ARE LIMITED IN HEIGHT TO 2. ABOVE THEIR RESPECTIVE ADJOINING FLOORS.



LEVEL 2



LEVEL 3

C DENOTES COURTYARD
D DENOTES PATIO
B DENOTES BALCONY

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

D. Shuck

General Manager/Authorised Person

D. Shuckman

SURVEYOR'S REFERENCE: R/MR/JW005

SP63704

INSTRUMENT SETTING OUT TERMS OF THE POSITIVE COVENANT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
AS AMENDED AND SECTION 7 (3) OF THE STRATA TITLES ACT, 1973

Lengths are in metres

(Sheet 1 of 3 sheets)

PART I

Plan:

Plan of subdivision of Lot 22
DP 793426 and Lot D
DP 390844 covered by Council
Clerk's Certificate No. STA16
of 2001

Full name and address of
Proprietors of the land

WALKER & DUVAL
DEVELOPMENTS PTY LIMITED
and PRESTIGE PLUMBING
SERVICE NSW PTY LIMITED of
48-50 Manchester Road,
Gymea, NSW 2227

1. Identity of the Positive
Covenant firstly referred to
in abovementioned Plan

Positive Covenant

SCHEDULE OF LOTS AFFECTED

Lots burdened

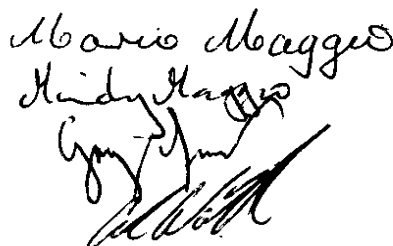
Authority benefited

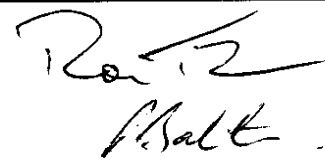
Common property

Council of Sutherland Shire

Approved by Sutherland Shire Council


General Manager
Authorised Person




Matt
Witness B. Cuntal

INSTRUMENT SETTING OUT TERMS OF THE POSITIVE COVENANT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
AS AMENDED AND SECTION 7 (3) OF THE STRATA TITLES ACT, 1973

Lengths are in metres

(Sheet 2 of 3 sheets)

PART II

SP63704

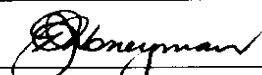
Plan of subdivision of Lot 22
DP 793426 and Lot D
DP 390844 covered by Council
Clerk's Certificate No. STA16
of 2001





TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

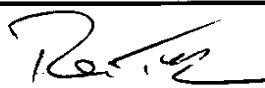
1. The proprietors of common property hereby burdened with respect to the detention facility described in Plan No. 99/024H10 dated 19 June 2000 (Council's File Ref: PR/4374) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

- (a) permit stormwater to be temporarily detained in the detention facility;
- (b) keep the detention facility clean and free from 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 agents 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; and

Approved by Sutherland Shire Council


General Manager
Authorised Person


Mario Maggior

Linda Maggior

Guy

John


Matt
witness, Brentel

INSTRUMENT SETTING OUT TERMS OF THE POSITIVE COVENANT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
AS AMENDED AND SECTION 7 (3) OF THE STRATA TITLES ACT, 1973

Lengths are in metres

(Sheet 3 of 3 sheets)

PART II (cont.)

Plan

Plan of subdivision of Lot 22
DP 793426 and Lot D
DP 390844 covered by Council
Clerk's Certificate No. STA16
of 2001

SP63704

- (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.

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

The Council of Sutherland Shire.

Approved by Sutherland Shire Council

[Signature]
General Manager
Authorised Person

WITNESSES

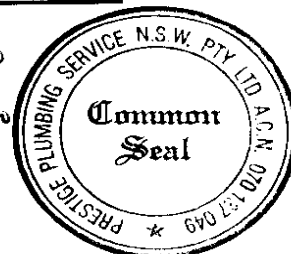
[Signature]
R. LUSTED
575 KINGSWAY
MILAN PT.
CLERK

[Signature]

[Signature]

[Signature]
Marie Morgan
Kinchy Morgan
[Signature]

[Signature]



DP 793426

Registered:

415-11-1989

This is sheet 2 of my plan in 2 sheets
dated

Surveyor/registered under Surveyors Act 1929.

This is sheet 2 of the plan of 2
Sheets covered by my Certificate No.
61187 of 1989.

Signatures and seals only.

~~for Council Clerk~~

[illegible]

[Handwritten signature]

Witnesses:
- Officer Charles J. Thompson
- Officer Robert J. Thompson

Reduction Ratio 1:

SURVEYOR'S REFERENCE S 2074/

Plan Drawing only to appear in this space

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th NOVEMBER, 1989



PLAN FORM 1

LOCAL PURPOSE, SEALS AND SIGNATURES. A person is not to be taken to have intended to create a public easement, easement, assignment, restriction on the use of land or positive easement, unless it is intended to create:-

- 1) EASEMENT TO DRAIN WATER 1.0 WIDE
- 2) EASEMENT TO DRAIN WATER 0.55 & 1.0 WIDE

*1/ (Initials)
TOM HARRIS
1000-0000
3-0000000000
9 June*

Crown Lands Office Approval

Land District: ...
Paper No. ...
Date: ...

Council Clerk's Certificate

I hereby certify that:-
(a) the requirements of the Local Government Act 1979 (other than those relating to the requirements of section 54B of the Metropolitan Water, Sewerage and Drainage Act 1994 as amended) have been complied with by the applicant in relation to the proposed SUBDIVISION.
Subdivision No. ...
Date: ...
Council File No. ...
This part of certificate is to be deleted where the application is only for a subdivision and not for a subdivision and a public easement to drain water.
Water, Sewerage and Drainage Board and the Water District Water
1 Delete if inapplicable

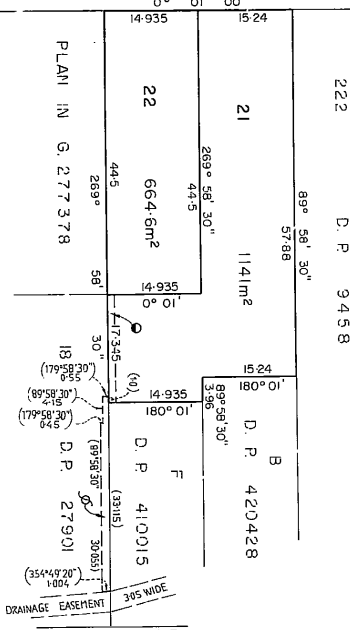
STATUTIONS REFERENCE: S 2074/1

Plan Drawing only to appear in this space

OFFICE USE ONLY

MANCHESTER ROAD NORTH

- EASEMENT TO DRAIN WATER 1.0 WIDE
- EASEMENT TO DRAIN WATER 0.55 & 1.0 WIDE



DP 793426

Registered: 15/1/1989
CA No 6189 OF 5-9-1987

Title System: TORRENS

Purpose: SUBDIVISION

Ref: Map U0030-64

Lat Plan: DP420428

PLAN OF SUBDIVISION OF LOT A IN D.P. 420428 & LOT E IN D.P. 410015 AND EASEMENT TO DRAIN WATER 0.55 AND 1.0 WIDE WITHIN LOT 18 D.P. 27901.

Lengths are in metres. Reduction Ratio 1: 500

Shire: SUTHERLAND

Locality: GYMSEA

Parish: SUTHERLAND

County: CUMBERLAND

Plans used in preparation of survey/compilation, D.P. 420428, D.P. 410015, D.P. 27901

SHEET 1 OF 2 SHEETS

I, JOHN N. PETERSEN, of WHELAN'S, 65 YORK ST, STONEY, (DX 288), a surveyor registered under the Surveyors Act, 1928, as amended, hereby certify that the survey for DP 793426 was conducted in accordance with the provisions of the Surveyors Act, 1928, as amended, and that the plan is a true and correct representation of the survey.

Witness my hand and seal this 14th day of June 1992.

John N. Petersen

Surveyor registered under Surveyors Act, 1928, as amended.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th NOVEMBER, 1989



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

DP 793426

(Sheet 3 of 3 Sheets.)

Signed, Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION
by Elizabeth Ann Meyer
in my capacity as
Attorney for the
purpose herein to me
known
JULIE LINNIE MAYER
OF SUTHERLAND
BANK OFFICER

WESTPAC BANKING CORPORATION
by its Attorney
who hereby attests that of the time of executing this instrument no notice
of revocation has been received of the Power of Attorney registered in
the office of the Registrar General No. 274 Book 4243 Under
the authority of which this instrument has been executed.
B. C. V.
Branch Office, 222 Market Street, Sydney
Office in Charge, 100 Market Street, Sydney

10 20 30 40 50 60 70 Table of mm 110 120 130 140

REGISTERED

15-11-1989

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.

16th NOVEMBER, 1989



2

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

Lengths are in metres

(Sheet 1 of 3 sheets)

PART 1

Plan: DP793426

Full name and address of the
Proprietors of the land

Subdivision of Lot A in D.P.
420428 and Lot B in D.P. 410015 and
Easement to Drain Water 0.55 and 1.00
Wide within Lot 18 D.P. 27901 covered
by Council Clerk's Certificate No. 6189

JESSIE MARGARET PATRICIA HUME
of 48 Manchester Road, Gymea as to
part; and ROCHORD PTY. LIMITED of
451 Woolswire Road, Cronulla as to
part; and NEVILLE HOWARD FISH and
HEATHER MAY FISH as to part.

1. Identity of easement firstly
referred to in above-mentioned
Plan:

Easement to Drain Water 1.0 wide.

Schedule of Lots, etc. affected

Lot Burdened

21

Lot Benefited

22

2. Identity of easement secondly
referred to in above-mentioned
Plan:

Easement to Drain Water 0.55 and
1.0 Wide

Schedule of Lots, etc. affected

Lot Burdened

18 D.P. 27901
(comprised in C/T
Vol. 7572 Fol. 130

21, and 22

Lot Benefited

Signed in my presence by
JESSIE MARGARET PATRICIA HUME
who is personally known to me
)
)
.....
Signature of Witness

.....
J. Hume

.....
Signature of Witness

B. R. N. 1/1/90
Name of Witness

.....
Address and Occupation

Approved by Sutherland Shire Council

.....
Shire Clerk

REGISTERED 15-11-1989

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

Lengths are in metres

(Sheet 2 of 3 sheets)

PART 1

Plan: DP793426

Name of Person whose consent is
required to release, vary or modify
the Easements firstly and secondly
referred to in the above-mentioned Plan.

Signed in my presence by
NEVILLE HOWARD FISH and
HEATHER MAY FISH who are
personally known to me
)
)
.....
Signature of Witness

.....
The Council of the Shire of Sutherland

.....
Signature of Witness

GEORGET WALKOM
Name of Witness

29 GYMEN BAY RD
GYMEN SOLICITOR.
Address and Occupation

THE COMMON SEAL OF ROCHORD PTY.
LIMITED was hereto affixed
by order of the Board in the
presence of:
.....
Secretary

.....
Director

.....
Mortgage under Mortgage No.
Y431137 Westpac Banking Corporation
hereby consents to the within instrument
(completion of execution on reverse of
instrument)

Approved by Sutherland Shire Council

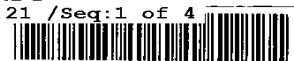
.....
Shire Clerk

REGISTERED 15-11-1989

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

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.
16th NOVEMBER, 1989

1



A436560A



New South Wales. A

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A 436560

2/10
10-8
10
20
25-1-19

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

2/10
7:2:19

Ralph Liddle Houston of *Strathfield near Sydney* to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *Ralph Liddle Houston* All the

mm
6/2/19

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 *Second day of May 1907* Folio 215 and part also of the land in Certificate of Title Reg. Vol. 24587 Folio 215 Registered Vol. 776 fol. 27, and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 107854 from the Holt Sutherland Estate Company Limited to *Jane William Boydell, Thomas Francis Alexander Boydell and Charles Warrington Boydell and Frank Walsh* doth also transfer to the said *Ralph Liddle Houston* all

the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor) Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. 107854 except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any-house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

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 *Ralph Liddle Houston* may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No/07854 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *eight* day of *January* 1919.

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

W. E. Jackson

W. E. Simpson

Shedden

W. E. Jackson
Secretary

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

SIGNED in my presence by the said

Ralph Liddle Houston who is

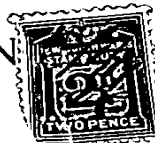
personally known to me—

Centwick
Clerk to Houston & Co
Solrs Sydney

Ralph Liddle Houston

PERPETUAL TRUSTEE COMPANY, LTD.

33 to 39 HUNTER STREET, SYDNEY.



No. 139

13th January 1919

Received from Messrs J. H. J. A. & C. B. Boydell & F. Walsh
the sum of Two thousand & fifty three pounds & six
shillings & 10^d 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. 107854

from the HOLT SUTHERLAND ESTATE CO. LTD. to the said
Lessors as above

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

£2043-10-10

E. H. Clarke per Accountant.
A. H. Gammell Cashier.



Lodged by

MINTER, SIMPSON & CO.
SYDNEY.

THE HOLT-SUTHERLAND-COMPANY LIMITED

Transferror.

Ralph Liddle Houston
Transferee.

A

436560

Particulars entered in the Register Book, Vol. 1776

Folio 27 Vol 2458 Folio 215 &
lease No 50990

CHECK SLIP.

the 17th day of February, 1919.
at minutes 10 o'clock
in the fore noon.

R. A. Reliance
Registrar General.



DOCUMENTS RECEIVED

Nature.	No.	Part. Propt.
Lease.	107854	

12-15	DATE.	INITIALS.
SENT TO SURVEYOR	28.1.19	MB
RECEIVED FROM RECORDS		
DRAFT WRITTEN	4.2.19	MB
DRAFT FORWARDED		
DRAFT COMPLETE	11.2.19	MB
DRAFT EXAMINED	11.2.19	MB
DRAFT FORWARDED		
TO RECORD.		
REQUISITE		
REGISTER		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED	18.2.19	MB
COPY OF ENGROSSED		
DEP. REGISTRAR GENERAL		
VOL. 2913	FOL. 85	

2 fols. 4/12

OL

F 908440

New South Wales
G20353E



Fees—
Lodgment 3
Endorsements 10
Certificate 2
Total 5 10
10/8/13

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of *sixty one pounds five shillings (£61-5-0)* paid by *Charles Clarence Weeks* of *Bmore, Boilermaker* to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *Charles Clarence Weeks*

All the estate and interests 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 *20th September 1901*

Registered Vol. 63 fol. 171 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *A594185* from the Holt Sutherland Estate Company Limited to *Thomas O'Connor* And doth also transfer to the said *Charles Clarence Weeks* all

the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. *A594186* 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 the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said *Charles Clarence Weeks* —
_____ may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. *A 594185* 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 provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this *twelfth* day of *March* 1953.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *twelfth* day of *March* 1953 and such Directors thereupon signed this Transfer in the presence of—

A. Stule
Secretary.

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

SIGNED in my presence by the said *Charles* —
Clarence Weeks —
_____ who is
personally known to me—

J. Bennett J.P.

C. C. Weeks

Perpetual Trustee Company (Limited)

33-39 HUNTER STREET, SYDNEY.

1369

18 March 1953

RECEIVED from Charles Clarence Weeks

the sum of Sixty one pounds five shillings

being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in

Sub-Lease No. A594185 dated 14th January 1920

from the Holt Sutherland Company Limited to
Thomas O'Connor.

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

£61-5-0

[Signature]
Cashier.

Form: 15CH

Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**



New South Wales

Strata Schemes Management Act 201

Real Property Act 1900

AQ704892F

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 63704

(B) LODGED BY

Document Collection Box 377X	Name Gary Adamson	CODE CH
	Company Strata Management Centre Pty Limited ABN: 28002824339	
	Address P O Box 166 Caringbah NSW 2229	
	E-mail gary@smsnsw.com.au Contact Number (02) 9523-0466	
	Customer Account Number 132508 Reference Gary Adamson	

- (C) The Owner-Strata Plan No. 63704 certify that a special resolution was passed on 26/10/2020
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

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

Added by-law No. By-law no. 25

Amended by-law No. NOT APPLICABLE

as fully set out below :

See Annexure "A"

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

- (G) The seal of The Owners-Strata Plan No. 63704 was affixed on 24/12/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

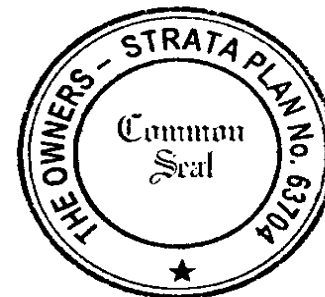
Name : Gary Adamson

Authority : Strata Manager

Signature :

Name :

Authority :



STRATA PLAN 63704 **"ANNEXURE A"**

MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES **Gazetted 1-9-2010**

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

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

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

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under the clause (1) cannot any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - b. any screen or other device to prevent entry of animals or insects on the lot, or
 - c. any structure or device to prevent harm to children, or
 - d. any device use to affix decorative items to the internal surfaces of walls within the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.



(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

- a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property that services the lot, and
- b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Hanging out of washing

- (1) An owner or occupier of a lot may hang washing out 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.



11. Preservation of fire safety

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

12. 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 the windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

13. Storage of inflammable liquids and other substances and materials

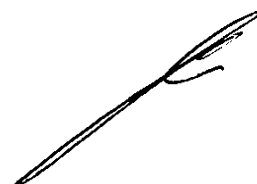
- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other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

14. Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 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.

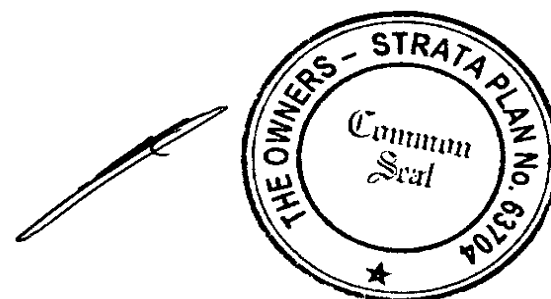
15. Floor Coverings

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



16. Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - a. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - b. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of the garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - c. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - d. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - e. must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - f. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - a. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - b. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - a. comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - b. notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.



17. Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of keeping an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - a. notify the owners corporation that the animal is being kept on the lot, and
 - b. keep the animal within the lot, and
 - c. carry the animal when it is on common property, and
 - d. take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

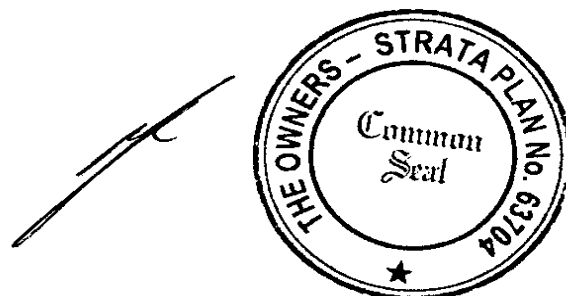
Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

18. Appearance of lot

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

19. Change in use of lot to be notified

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



20. Provision of amenities or services

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

21. Compliance with planning and other requirements

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

22. Service of documents on owner of lot by owners corporation

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

23. Storage and disposal of recyclable materials

The Owners corporation, of Strata Scheme 63704, by virtue of a special resolution, has empowered itself, as per Section 47 of the Strata Schemes Management Act 1996, to deal and have dealt with all aspects of the storage and disposal of recyclable materials as per By Law 15 (a)(c)(d)(e)(f).

24. Common Property Memorandum

Section 1 Principles

- 1.1 Under the strata title legislation owners corporations are responsible for the maintenance and repair for that part of a strata scheme which comprises common property. Lot owners are responsible for the maintenance and repair of that part of a strata scheme which comprises their lot.
- 1.2 This memorandum provides a guide to assist in determining whether a particular item in a strata scheme is part of an owner's lot or is common property.
- 1.3 This memorandum may be adopted by existing owners corporations or may be adopted for new schemes.
- 1.4 For any particular strata scheme, this memorandum must read subject to the law, the strata plan for the strata scheme and the by-laws for the strata scheme.
- 1.5 Certain sections of this memorandum relating to walls, floors and ceilings may not be applicable to strata schemes registered prior to 1 July 1974



Section 2 Provisions

2.1 Balcony. Common Property.

- a. Awnings within the common property outside the cubic space of balcony.
- b. Columns.
- c. Door, window & wall.
- d. Painting of balcony ceiling.
- e. Railings.
- f. Security door or door fly-screens. Exception; where they were installed by an owner after the registration of the strata plan.
- g. Tiles and associated waterproofing affixed at time of registration of the strata plan.
- h. Walls of planter boxes shown by a thick line on the strata plan.

2.2 Balcony. Lot Property.

- a. Awnings within the cubic space of the balcony.

2.3 Ceilings and Roof. Common Property.

- a. Ceilings cornices.
- b. False ceilings installed at time of registration of the strata plan.
- c. Guttering.
- d. Membranes.
- e. Plastered ceilings.
- f. Vermiculite ceilings.

2.4 Ceilings and Roof. Lot Property.

- a. False ceilings inside the lot added after registration of the strata plan.
- b. Paintwork inside the lot.

2.5 Courtyard. Common Property.

- a. Fencing, if they are shown as a thick line on the strata plan they are deemed a common property wall.
- b. Trees. The part of a tree within common property is common property. The part of the tree within the cubic space of a lot is part of that lot. Costs associated with the tree (including damage and trimming) are apportioned according to that ratio.
- c. Walls of planter boxes and retaining walls shown by a thick line on the strata plan.

2.6 Courtyard. Lot Property.

- a. Deck, pergola, privacy screen, louvers, retaining walls, planter walls, steps or other structures within the cubic space of the courtyard and not shown as common property in the strata plan.
- b. Fencing, if they are shown as a thin, dotted or no line on the strata plan they are treated in accordance with the Dividing Fences Act 1991 and are treated as follows:
 - i. Divides two lots. Cost apportioned between the two lot owners.
 - ii. Divides one lot from common property. Cost apportioned between the lot owner and the owners corporation.
 - iii. Divides one lot from an adjoining property outside the scheme. Cost apportioned between owners corporations and the adjoining property owner.



- c. Tree growing within the courtyard. Owners responsibility to the extent that the owner is responsible to ensure that the tree does not extend past the boundary of that lot or cause damage outside of that lot. Note also item 2.5b

2.7 Electrical. Common Property.

- a. Air conditioning system – serving more than one lot.
- b. Automatic garage door opener (motor and device). Exception, where they were installed by an owner after registration of the strata plan.
- c. Fuses and fuse board in the meter room.
- d. Intercom handset.
- e. Intercom and handset wiring – serving more than one lot.
- f. Light and power wiring – serving more than one lot.
- g. Light and power wiring in common property walls.
- h. Light fittings – serving more than one lot.
- i. Power and socket serving more than one lot or located on common property.
- j. Smoke detectors connected to the fire board in the building.
- k. Any wiring for TV, cable TV, telephone, internet and the line within the property walls.

2.8 Electrical. Lot Property.

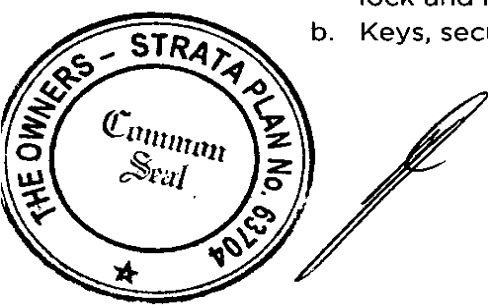
- a. Air conditioning systems – serving only one lot, but only as regards the parts of the system within the lot. Any part of the system within common property is common property.
- b. Fuses and fuse board within the lot serving only that lot.
- c. Insinkerators.
- d. Intercom wiring – within the lot serving only that lot.
- e. Light and power wiring – in non common property walls within the lot (internal walls) serving only that lot.
- f. Light fittings within the lot.
- g. Light switches within the lot serving only that lot.
- h. Power point socket within the lot serving that lot.
- i. Smoke detectors within the lot that are stand alone (not connected to the fire board in the building)
- j. Stoves.
- k. Telephone, TV, Cable TV internet service sockets.
- l. Any wiring for TV, cable TV, telephone, internet within non common property walls within the lot (internal walls) serving only that lot.

2.9 Entrance Door. Common Property.

- a. Door locks – original lock or its subsequent replacement.
- b. Entrance door to lot including all door furniture.
- c. Entrance door automatic closer.
- d. Security door. Exception, where they are installed by an owner after registration of the strata plan.

2.10 Entrance Door. Lot Property.

- a. Door locks – additional locks to the original. Note that if lock prevents the door complying with the fire certification, the owners corporation can replace the lock and may recover the costs from the lot owner (section63(4) SSMA,1996)
- b. Keys, security cards etc.



2.11 Floor. Common Property.

- a. Floorboards or parquetry flooring (the structure itself). Exception, where they are installed by an owner after registration of the strata plan.
- b. Mezzanines including stairs if shown as a separate level in the strata plan.
- c. Original floor tiles and associated waterproofing affixed to common property floors.
- d. Sound-proofing (eg. Magnasite) floor base.
- e. Stairs between floors that are shown as a separate level in the strata plan.

2.12 Floor. Lot Property.

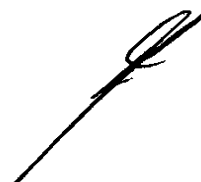
- a. Floor tiles affixed after the registration of the strata plan.
- b. Internet carpets and unfixed floating floors.
- c. Lacquer or staining on top of floorboards or parquetry flooring.
- d. Linoleum, vinyl or cork tiles.
- e. Mezzanines (including stairs) that are within the cubic space of a lot and not shown or referred to in the strata plan.

2.13 General. Common Property.

- a. Any window or door in a common property wall (including all window and door furniture).
- b. Cornices.
- c. Common property walls.
- d. Ducting covering stack.
- e. Exhaust fans outside the lot of mounted within "structural cubic space" e.g. communal ducting which is designed to carry communal pipes etc.
- f. Hot water service - serving more than one lot.
- g. Letter boxes within common property.
- h. Painting external to a lot.
- i. Skirting boards and architraves on common property walls.
- j. TV aerial and associated wiring - serving more than one lot.
- k. Tiles and associated waterproofing affixed to common property walls at time of registration of the strata plan.

2.14 General. Lot Property.

- a. Built-in wardrobes and kitchen, laundry and other cupboards.
- b. Dishwasher.
- c. Exhaust fans inside the lot.
- d. Hot water service - within the lot and only that lot.
- e. Internal doors (including door furniture).
- f. Internal paintwork.
- g. Internal walls.
- h. Letter box within the lot.
- i. Pavers.
- j. Skirting boards and architraves on internal non common property walls.
- k. Tiles affixed to non common property walls within the lot.



2.15 Parking. Common Property.

- a. Carports. Exception, where they are within the cubic space of a lot and not referred to in the strata plan or are installed by an owner after registration of a strata plan.
- b. Garage doors, hinge mechanism and lock. These items are common property if the door is shown by a thick line on the strata plan or the door is outside the cubic space of a lot. If the lot boundary is defined in the strata plan by a thin line and the door is inside the lot boundary then these items are part of the respective lot.
- c. Line marking.
- d. Mesh between car parking spaces, if shown as a thick line on the strata plan they are then deemed a common property wall.
- e. Water dripping onto a car and likely to damage car paintwork.

2.16 Parking. Lot Property.

- a. Door controller button (garage door auto remotes).
- b. Garage doors, hinge mechanism and lock. If the lot boundary is defined in the strata plan by a thin line and the door is inside the lot boundary then these items are part of the respective lot. These items are common property if the floor is shown by a thin line on the strata plan or the door is outside the lot boundaries.
- c. Light fitting inside the lot.
- d. Mesh between parking spaces. If they are shown as a thin, dotted or no line on the strata plan they are then treated in accordance with the Dividing Fences Act, 1991 and are treated as follows:
 - i. Divides two lots. Cost apportioned between the two lot owners.
 - ii. Divides one lot from common property. Can be apportioned between the lot owner and the owners corporation.

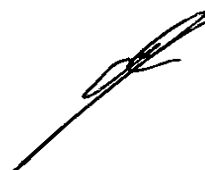
Note: If shown as a thick line on the strata plan they are common property.

2.17 Plumbing (includes bathroom, kitchen and laundry). Common Property.

- a. Ducting cover stack.
- b. Floor drain or sewer in common property.
- c. Main stop cock unit.
- d. Pipes within common property wall, floor or ceiling.
- e. Storm water and on-site detention systems (OSD) below ground (unless a condition of development consent overrides this principle).

2.18 Plumbing (includes bathroom, kitchen and laundry). Lot Property.

- a. Bath or hand basin.
- b. Cabinet and/or mirror.
- c. Dampness in a lot coming from condensation from the inside.
- d. Pipe within a lot serving only that lot.
- e. Pipes under, sink, laundry tub or hand basin.
- f. Plug and waste in the bath, sinks and tubs.
- g. Shower screen.
- h. Toilet bowl or cistern.



2.19 Windows. Common Property.

- a. Fly Screens. Exception, where they were installed by an owner after registration of the strata plan.
- b. Original lock or its subsequent replacement. Exception, where they were installed by an owner after registration of the strata plan.
- c. Sash cord.
- d. Seal to window.
- e. Windows in common property walls are common property (including window furniture).

2.20 Windows. Lot Property.

- a. Window lock keys.

25. Cost Recovery

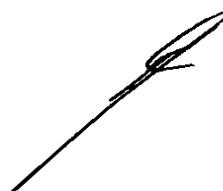
1. Definitions:

In this by-law headings have been inserted as a guidance only and have no effect on the interpretation of this by-law unless otherwise designated and the following definitions shall prevail:

- a) **the Act** means the Strata Schemes Management Act, 2015 and the Strata Schemes Management Act Regulations 2016
- b) **Building** shall mean 48-50 Manchester Road, Gymea NSW 2227
- c) **Council** shall mean Sutherland Shire Council
- d) **Lot** shall mean the subject lot in strata plan 63704
- e) **Owner** means the registered proprietor of the subject lot in strata plan 63704
- f) **Authority** means any Government or semi Government instrumentality which has any jurisdiction over the lot or the development
- g) **Insurance** shall mean any insurance required under the Act and the NSW Workers Compensation Act 1987.
- h) **Owners Corporation** shall refer to "the proprietors of 63704"
- i) Any term referred to in this by-law shall be deemed to have the same meaning as "the Act".
- j) **Works** means the work to be undertaken whether by way of visual or physical inspection, repair maintenance or replacement work required or proposed to be undertaken by the Owners Corporation upon common property for the purpose of ensuring compliance with Section 106 of the Act.
- k) **Strata Committee** shall mean the strata committee of the Owners Corporation.

2. Cost Recovery for Services and Private Maintenance

In accordance with Section 136 of the Strata Schemes Management Act, 2015 the following requirements shall apply to all owners, occupiers and duly authorised representatives or agents of the proprietor:



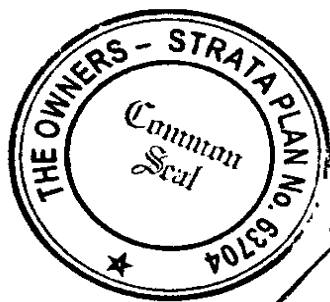
(a) Provision of Requested Services

A proprietor, occupier or authorised agent of the proprietor of a lot shall be entitled to request the provision of services to be provided by the Owners Corporation through the strata committee or the strata manager on the condition that if there is a fee, charge or out of pocket expense incurred by the Owners Corporation arising from this request then the levy account of the benefitting proprietor(s) lot shall be debited with the fee, charge or out of pocket expense for the full amount of any expenditure whatsoever incurred by the Owners Corporation including but not limited to any administrative fees or interest.

Notwithstanding the above, if the proprietor fails to reimburse the Owners Corporation within fourteen (14) days for the amount of any expense incurred by the Owners Corporation being debited to the levy account of the subject lot the Owners Corporation may, at its absolute discretion, file a claim for recovery of the costs incurred by the Owners Corporation to the strata manager or any other service provider in any Court of competent jurisdiction.

In the event that recovery action is necessary the Owners Corporation may recover all costs whatsoever incurred by the Owners Corporation including but not limited to interest and out of pocket expenses together with any third party provider fees and such services shall include but not be limited to the following:

- (i) Obtaining and providing a copy of a certificate of currency of insurance to assist in financing or refinancing of a mortgages or any other purpose;
- (ii) The provision of Certificates under Section 184 of the Act;
- (iii) Attending to a real estate agents or solicitors general requests relating to the subject lot where the lot is being leased or sold;
- (iv) Attending to queries and requests relating to the Owners; By-Laws or proposed by-laws conferring or intended to confer exclusive rights of usage of the common property for the private benefit of a proprietor of a lot;
- (v) Processing requests for approval of the installation of "For Sale" and "For lease" or similarly described or other signage to be erected upon the common property;
- (vi) Provision of a copy of the registered by-laws to facilitate compliance with the strata Schemes and Residential Tenancies Legislation and the preparation of sales contracts;
- (vii) Telephone requests relating to the Owners Corporations by-laws;
- (viii) Attending to a proprietors, a real estate agents, solicitors or lot occupiers request to investigate and/or undertake building repairs or maintenance to the common property when the repair / maintenance which prima facie appears to be a common property matter and upon investigation is found to be the responsibility of the proprietor of the lot;
- (ix) Queries relating to the keeping of pets by landlords, agents solicitors and tenants;
- (x) Attending to insurance claims and queries that are claims for private matters on the Owners Corporations insurance policy (eg proprietors fixtures) for which the proprietor of a lot is entitled to insist under the Act for the Owners Corporation to lodge a claim with the Owners Corporations insurer;



- (xi) Obtaining from the Land Registry Service and providing a copy of the registered strata plan or a copy of the Owners Corporations registered by-laws to facilitate identification of lots;
- (xii) Additional administrative or other expenses or fines incurred by the Owners Corporation as a result of a proprietor, occupier or authorised agents failure to provide access to a lot on a pre-arranged and notified date to undertake an inspection or to effect repairs or maintenance to the common property;
- (xiii) Liaising and/or mediating between proprietors, occupiers and agents in respect of by-law breaches;
- (xiv) Processing notices under Section 22 of the Act;
- (xv) Causing a fire call fee out fee to be incurred by the Owners Corporation through the negligent activities of the lot occupier such as burning toast.

(b) Private Maintenance

Where the proprietor or occupier of a lot fails to properly maintain the lot and the lack of maintenance adversely physically or visually affects common property or another lot the Owners Corporation may provide a seven (7) day notice for the lot owner/occupier to effect any necessary maintenance to the lot to rectify the visual or physical problem.

In the event that the proprietor/occupier fails to attend the matter of concern notified in writing within seven (7) days the Owners Corporation issuing a notice to comply the Owners Corporation may, at its absolute discretion, arrange for an appropriate service provider to attend to rectification of the matter and will debit the proprietors levy account for all costs whatsoever incurred in attending to rectification of the matter of concern.

Such matters would include but not be limited to:

- (i) Storage of goods upon the common property;
- (ii) Water penetration into the common property or another lot arising from lack of maintenance of private property within the lot;
- (iii) Unauthorised installations that may be a breach of the by-laws; and
- (iv) Plant and tree overgrowth into common property air space.

3. Hindering Access

Where access to a lot is required to be provided for the purpose of undertaking an inspection, repair or maintenance of the common property in accordance with Section 122 or Section 123 of the Act and the proprietor, occupier or agent fails to provide access to the property at the appointed day and time period and, as a result, the owners corporation incurs an additional expense as a result of the proprietor, occupier or agents failure to provide access to the subject lot the owners corporation may debit the proprietors levy account with any additional cost whatsoever incurred which would not otherwise have been incurred by the Owners Corporation had access been provided on the designated day and time period.

The matters that shall be included but not be limited to are as follows:

- (i) Access for the purpose of fire compliance inspections;
- (ii) Access for the purpose of window lock inspections;



- (iii) Access for the purpose of undertaking an inspection of the common property to determine any repairs or maintenance required under Section 106 of the Act;
- (iv) Access for the purpose of preparing quotations or reports such as dilapidation report for any maintenance, proposed maintenance or potential litigation matter;
- (v) Access for the purpose of undertaking inspections to enable a determination of responsibility for repair where responsibility for the disputed matter is in dispute;
- (vi) Access to effect emergency repairs for such matters as burst water pipes, burst washing machine or dishwasher hoses or running taps overflowing from a sink or other installation and affecting the common property or another lot.

4. Insurance Premiums

Where the use of a lot changes with or without the approval of Council to any other use and as a result of that change of use the insurance premium of the owners corporation is increased as a result of that change the proprietor of the lot shall reimburse the Owners Corporation for the full amount of the additional premium (including any Goods and Services Tax or Fire Service Levy applicable thereto) upon demand by the Owners Corporation.

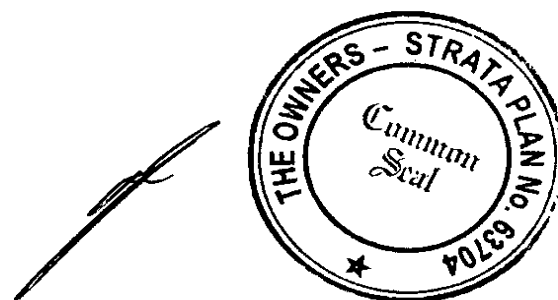
In the event of the failure of the lot owner to reimburse the additional cost incurred by the Owners Corporation within fourteen (14) days of the date of demand the Owners Corporation may;

- (i) debit the lot owners levy account with the applicable amount or
- (ii) instigate recovery action through a Court of Law as a civil claim

In the event of action being taken as a civil claim the Owners Corporation may recover all costs and expenses whatsoever incurred.

5. Legal Fees Recovery

Where the Owners Corporation seeks an Order against a proprietor or occupier of a lot to comply with the Owners Corporations By-Laws or any other matter or the proprietor or occupier of a lot undertakes litigation action against the Owners Corporation through any Tribunal or Court (which shall include any compulsory mediation) for any reason whatsoever and the applicant is not successful with their application or defence of the Owners Corporations claim the applicant must reimburse the Owners Corporation for all costs whatsoever incurred in instigating the litigation or defending the matter in contention within 14 days of a determination of the matter being made by a Tribunal or Court.



Special By-Law 1 – Air Conditioning

The Owners of all lots in Strata Scheme 63704, under Section 47 of the Strata Schemes Act 1996, were granted rights and privileges of exclusive usage of an area or areas of common property as may be needed to permit the installation of ducted or split air conditioning system.

Permission has been granted subject to conditions as stipulated in appendix A.

Appendix A

- 1) That the installation/s are made in a tradesman like manner.
- 2) That the installation/s conform to any and all local Government regulations, pertaining to such matters, should they be in force. That permits, from the appropriate authorities are to be obtained, should that be required,
- 3) That the installation/s comply with the appropriate By Laws of the Strata Schemes Management Act 1996, be it By law 1 or By Law 17 or both.
- 4) That the Owners for the time being regularly service and maintain the installation should that be necessary.
- 5) That the Owners for the time being accept the responsibility of the Owners corporation as per Section 54(1)(b) of the Strata Schemes Management Act 1996 for the maintenance and repair of the area/s of common property for which rights and privileges of exclusive usage have been granted.
- 6) Should the Owner/s for the time being fail to fulfill their obligation as per Section 54(1)(B) of the Strata Schemes Management Act 1996; The Owners corporation may implement any necessary maintenance or repair work at the cost of the owner/s for the time being.

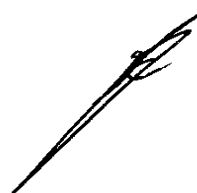
Special By-Law 2 – Insulation

The Owners of all lots in Strata Scheme 63704, under Section 47 of the Strata Schemes Management Act 1996, were granted rights and privileges of exclusive usage of an area or areas of common property, namely the roof void to enable the installation of insulation material.

Permission has been granted subject to conditions as stipulated in appendix A.

Appendix A

- 1) That the installation/s are made in a tradesman like manner.
- 2) That the installation/s conform to any and all local Government regulations, pertaining to such matters, should they be in force. That permits, from the appropriate authorities are to be obtained, should that be required,
- 3) That the installation/s comply with the appropriate By Laws of the Strata Schemes Management Act 1996, be it By law 1 or By Law 17 or both.



- 4) That the Owners for the time being regularly service and maintain the installation should that be necessary.
- 5) That the Owners for the time being accept the responsibility of the Owners corporation as per Section 54(1)(b) of the Strata Schemes Management Act 1996 for the maintenance and repair of the area/s of common property for which rights and privileges of exclusive usage have been granted.
- 6) Should the Owner/s for the time being fail to fulfill their obligation as per Section 54(1)(B) of the Strata Schemes Management Act 1996; The Owners corporation may implement any necessary maintenance or repair work at the cost of the owner/s for the time being.

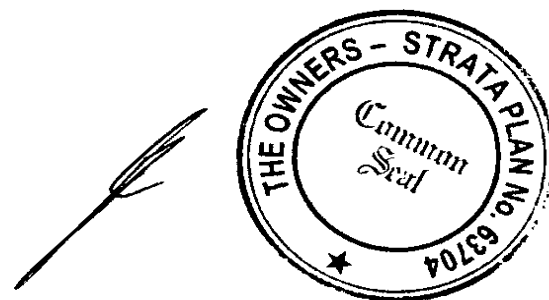
Special By-Law 3 - Pergola

The Owners of all lots in Strata Scheme 63704, under Section 47 of the Strata Schemes Management Act 1996, were granted rights and privileges of exclusive usage of an area or areas of common property as may be needed to permit the installation or attachment of a pergola in the courtyard of the lot.

Permission has been granted subject to conditions as stipulated in appendix A.

Appendix A

- 1) That the installation/s are made in a tradesman like manner.
- 2) That the installation/s conform to any and all local Government regulations, pertaining to such matters, should they be in force. That permits, from the appropriate authorities are to be obtained, should that be required,
- 3) That the installation/s comply with the appropriate By Laws of the Strata Schemes Management Act 1996, be it By law 1 or By Law 17 or both.
- 4) That the Owners for the time being regularly service and maintain the installation should that be necessary.
- 5) That the Owners for the time being accept the responsibility of the Owners corporation as per Section 54(1)(b) of the Strata Schemes Management Act 1996 for the maintenance and repair of the area/s of common property for which rights and privileges of exclusive usage have been granted.
- 6) Should the Owner/s for the time being fail to fulfill their obligation as per Section 54(1)(B) of the Strata Schemes Management Act 1996; The Owners corporation may implement any necessary maintenance or repair work at the cost of the owner/s for the time being.



Special By-Law 4 – Tiles, Membrane and Access for Repairs

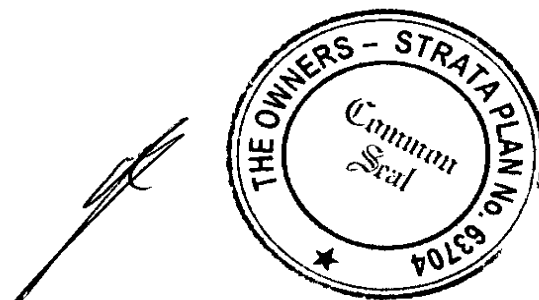
The proprietor of all lots are granted exclusive rights of usage and obligations of maintenance of that part of the common property being tiles affixed to the upper surface area of the floor of the lot in the bathroom, laundry, kitchen or any other floor area of the lot together with any underlying membrane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

This approval is subject to the following conditions:

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

Special By-Law 5 – PAY-TV

All owners for the time being of the respective lots in strata scheme 63704 by virtue of a special resolution, were granted rights and privileges of exclusive usage of an area or areas of common property as may be needed to permit the installation of a satellite dish or cabling to allow for the reception of PAY-TV.



Special By-Law 6 - Roof vent Lot 2

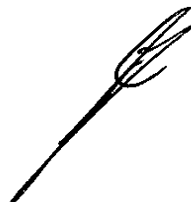
The owners for the time being of lot 2 were granted rights and privileges of exclusive usage of an area of common property as may be needed to allow for the installation of a roof vent on the north facing laundry roof.

Special By-Law 7 - External Access Door Lot 8

The owners for the time being of lot 8 were granted rights and privileges of exclusive of an area of common property as may be needed to allow for the installation of an external access door on the north facing wall of lot 8

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

- 1) That any and all installations are made in a professional manner
- 2) That permits from appropriate authorities are sought and obtained should that be required
- 3) That any and all costs of the installation and future maintenance of the installation/s are to be that of the owner/s for the time being.
- 4) That the installations are made in tradesmen like manner and are in accord with By Law 17, requiring uniformity of appearance.
- 5) That the owner/s for the time being shall be responsible for the performance of the duties of the Owners corporation as per Section 54(l)(b) of the Strata Schemes Management Act in respect of the area/s of common property for which rights of exclusive usage have been granted.
- 6) Should the owner/s for the time being fail to fulfil their obligation of maintenance and repair in the context of Section 54(l)(b) the Owners corporation may implement any necessary action of repairs and maintenance at the expense of the owner/s for the time being.



Approved Form 10

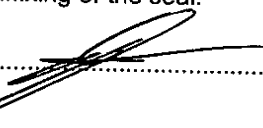
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 63704 was affixed on ^ 24/12/2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: GARY ADAMSEN Authority: STRATA MANAGER

Signature: Name: Authority:

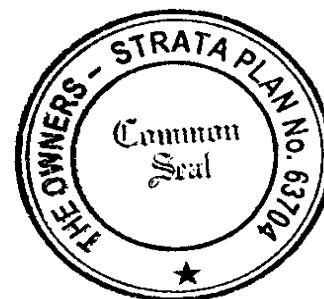
^ Insert appropriate date

* Strike through if inapplicable.

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

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

Created 2016





Applicant:

Lisa J Stewart
Po Box 81
GYMEA NSW 2227

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

Certificate no:	ePC:21/5896	Delivery option:
Certificate date:	24/08/2021	Your reference:

Property:

Lot 8 S/P 63704
8/48-50 Manchester Road GYMEA NSW 2227

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone R3 Medium Density Residential

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Housing for Seniors or People with a Disability) 2004
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estate Development
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage
- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

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 (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, 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, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP (Housing) 2021 and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment). Draft SSLEP2015 Refresh Planning Proposal applies to the land. The amendment proposes to align the Sutherland Shire Local Environmental Plan 2015 with Council's adopted Sutherland Shire Local Strategic Planning Statement, and make other minor amendments to improve the operation of the plan or address site specific issues. The Planning Proposal is scheduled for exhibition in June 2021. This Planning Proposal applies to all land in the Sutherland Shire.

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 R3 Medium Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

(d) Prohibited:

Pond-based aquaculture; 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 this 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.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

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

Green Field Housing Code

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

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

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.

Inland Code

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

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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 a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

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) Is the land or part of the land is within the flood planning area and subject to flood related development controls?

No

- (2) Is the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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 3.15 of the Act?

No

9. Contribution Plans

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

- * The 2016 Section 7.12 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, schools or TAFE establishments

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) or cl38(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 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

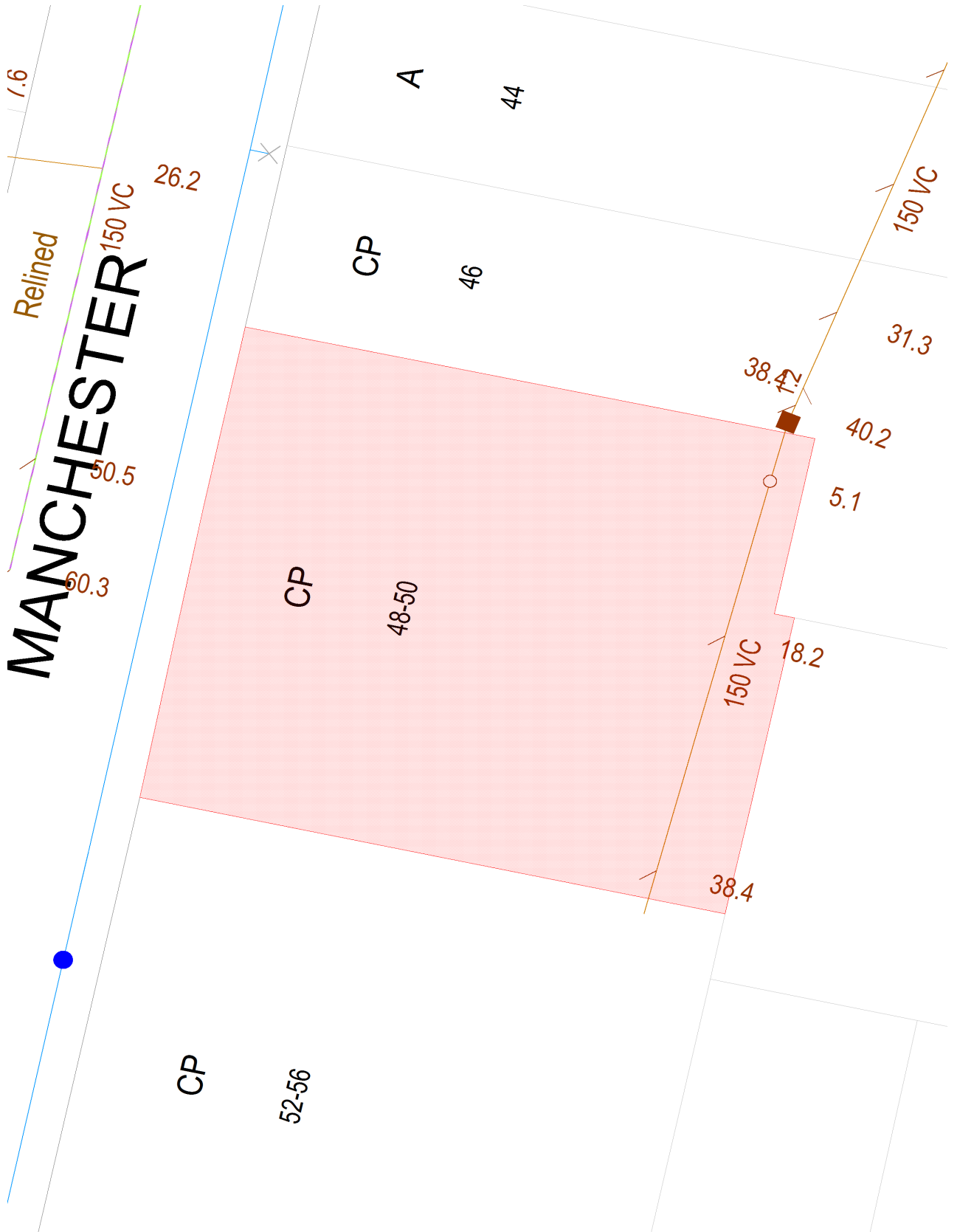
Yours faithfully

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

Mark Carlon
Manager Strategic Planning

Service Location Print

Application Number: 8000989887



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Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8000989886

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **SUTHERLAND**

SUBURB OF **GYMEA**

Copy of Diagram no. **186510**

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chr Chamber
- L.H. Lamphole
- ⊗ Boundary Trap
- ⊗ Inspection Shaft
- P.H. Pit
- G Grease Interceptor
- ⊗ Gully

INDICATES - PLUMBING FIXTURES & OR FITTINGS

- ⊗ P. Trap
- R. Reflux Valve
- ⊗ C.E. Cleaning Eye
- V.P. Vertical Pipe
- ⊗ I.P. Induct Pipe
- ⊗ M.F. Micro Flap
- ⊗ Jn Junction
- R.P. Rodding Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- SVP. Soil Vent Pipe
- W.S. 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 Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of 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. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

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

MANCHESTER RD NORTH

Abt. 48 to Nyinya Ave.

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

W.S. Inspector	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected		
	Inspector				
	Cert. Of Compliance No.				
	Field Diagram Examined by				
Sewer Ref. Sheet No.	Tracing Checked by	Plumber	Boundary Trap	NOT REQUIRED	For Regional Manager

Connection Date: . . .

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Paul John Roper
Purchaser:
Property: Unit 8, 48- 50 Manchester Road, Gymea NSW
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.