

Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	CHASE PROPERTY GROUP 13 Regent Street Kogarah NSW 2217 Email: greg@chasepropertygroup.com.au	phone 8567 5455 fax 8567 5466 ref Greg Mavridis
co-agent	Not Applicable	phone fax ref
vendor	NEILD ALFRED MCINTOSH and GERALDINE ELAINE MCINTOSH Unit 3A, 2 Distillery Drive, Pyrmont NSW 2009	
vendor's solicitor	MANION MCCOSKER Level 5, 60 Pitt Street, SYDNEY 2000 GPO Box 5, SYDNEY 2001 DX 331 SYDNEY Email: info@manionmccosker.com.au	phone 9232 3477 fax 9233 4685 ref PRS:NP:Mc898
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 17/37-43 EASTBOURNE ROAD, HOMEBUSH WEST Registered Plan: Lot 17 in Strata Plan 84224 Folio Identifier 17/SP84224 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Clothes dryer, air-conditioning		
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor			phone	
<input type="checkbox"/> conveyancer			fax	
			ref	
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

witness

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

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

- vendor agrees to accept a **deposit bond** (clause 3) NO yes
proposed electronic transaction (clause 30) NO yes
 parties agree that the deposit be invested (clause 2.9) NO yes

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

- land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 margin scheme will be used in making the taxable supply NO yes

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

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

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

Network Strata Services Pty Ltd t/as Netstrata, 298 Railway Parade, Carlton NSW 2218 (PO Box 265 Hurstville BC 1481 NSW)
 Telephone: 1300 638 787

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"/> 29 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 30 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 31 strata by-laws not set out in legislation
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 32 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 33 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 34 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 35 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 service location diagram (pipes)	<input type="checkbox"/> 36 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewerage service diagram (property sewerage diagram)	<input type="checkbox"/> 37 neighbourhood development contract
<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"/> 38 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 39 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 40 plan creating precinct property
<input type="checkbox"/> 13 building certificate given under legislation	<input type="checkbox"/> 41 precinct development contract
<input type="checkbox"/> 14 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 42 precinct management statement
<input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)	<input type="checkbox"/> 43 property certificate for community property
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 44 plan creating community property
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 45 community development contract
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 46 community management statement
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 47 document disclosing a change of by-laws
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 49 document disclosing a change in boundaries
<input type="checkbox"/> 22 clearance certificate	<input type="checkbox"/> 50 certificate under Management Act – section 109 (Strata Schemes)
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 51 certificate under Management Act – section 26 (Community Land)
Swimming Pools Act 1992	Other
<input type="checkbox"/> 24 certificate of compliance	<input type="checkbox"/> 52 Other:
<input type="checkbox"/> 25 evidence of registration	
<input type="checkbox"/> 26 relevant occupation certificate	
<input type="checkbox"/> 27 certificate of non-compliance	
<input type="checkbox"/> 28 detailed reasons of non-compliance	

WARNING— SWIMMING POOLS

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

WARNING— SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see Clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty 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 \$2 million or more, 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.

DISPUTES

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

AUCTIONS

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

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>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> ; the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's 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 or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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

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

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

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

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

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

13.3.2 if this contract says this sale is a taxable supply; and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or was entitled and adding the *GST rate*.

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

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

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

13.4.3 if the purchaser is not registered by the 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, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not serve that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other *property*, the vendor must produce it as and where necessary.

- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
 - if clause 31 applies, the *remittance amount*; and
 - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the *property*' includes any interest in common property for the scheme associated with the lot;
 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 - 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 - 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 - 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
 - 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 - 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 - 27.4 If consent is refused, either *party* can *rescind*.
 - 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 - 27.6 If consent is not given or refused –
 - 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 - 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
 - 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 - 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 - 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 - 28.3 If the plan is not registered *within* that time and in that manner –
 - 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 - 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 - 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion;
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-------------------------------|---|
| <i>adjustment figures</i> | 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>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

This is page 18 referred to in Contract for the sale and purchase of land between NEILD ALFRED McINTOSH and GERALDINE ELAINE McINTOSH (Vendor) and (Purchaser) dated

SPECIAL CONDITIONS

32. INTERPRETATION OF THIS CONTRACT

- 32.1 In this contract, headings and under linings are for convenience only and do not affect the interpretation of this contract.
- 32.2 Unless the context otherwise requires an expression in this contract importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate or any governmental authority.
- 32.3 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this contract or any part of it.

33. VARIATION OF STANDARD FORM

- 33.1 The following conditions in the Contract for the sale and purchase of land - 2016 edition (the "standard form ") which comprises part of this contract are amended as follows:
- (a) clause 7, by omitting "before completion" and substituting "not less than 14 days prior to the completion date";
 - (b) clause 7.2.6, by adding "and the amount held and all net interest must be paid to the Vendor" at the end of the clause;
 - (c) clause 10.1.8 and 10.1.9, by omitting "substance" and substituting "existence";
 - (d) clause 10 – add the following clause:

"10.4 The vendor discloses all of the information appearing in the copy documents attached to this contract even if the contract does not refer to that disclosure".
 - (e) clause 15 is omitted;
 - (f) clause 16.5, by deleting "plus another 20% of that fee";
 - (g) clause 16.8 is omitted;
 - (h) clause 16.12 – add at the end of the clause "unless the nominated place is within the City of Sydney";

(i) clause 19 – add the following clause:

“19.3 Despite clause 19.2.3 the purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2010 is the remedy prescribed by that regulation.”

(j) clause 23.18 is omitted.

33.2 If there is any inconsistency between the standard form and the special conditions, the special conditions prevail.

34. **SERVICE OF PROCESS**

34.1 The purchaser appoints the purchaser's solicitor or conveyancer described on the first page of the standard form which comprises part of this contract as the purchaser's agent to receive service of any legal process relating to this contract on the purchaser's behalf without excluding any other means of service permitted by law.

35. **SEVERABILITY**

35.1 Unenforceability of a provision of this contract does not affect the enforceability of any other provision.

35.2 This special condition does not apply if its application materially affects the commercial arrangement constituted by this contract.

36. **PROPERTY SOLD IN PRESENT CONDITION**

36.1 The expression "the property" where used in this clause includes all buildings, structures, fences, pipes, drains and other improvements on or under the land and the furnishings and chattels (if any) included in this contract.

36.2 The purchaser acknowledges that prior to entering into this contract it has made its own investigations and enquiries in relation to the property and has not relied upon any warranty, statement, condition representation or promise made or given by the vendor or by anyone on its behalf except the warranties made in this contract or deemed to be included pursuant to Section 52A of the Conveyancing Act 1919. The purchaser further acknowledges that following the making of the investigations and enquiries the purchaser is satisfied that the terms of this contract are fair and reasonable.

36.3 Except insofar as the Conveyancing (Sale of Land) Regulations 2010 may otherwise provide, the purchaser shall not be entitled to make any objection, requisition or claim for compensation in relation to nor shall the purchaser be entitled to terminate or rescind this contract in connection with the state of repair, compliance with statutory requirements, condition or construction of the property or any part thereof or its suitability for any purpose, nor shall the purchaser be entitled to require the vendor to carry out any work in relation to the property.

36.4 The purchaser acknowledges that prior to entering into this contract it has obtained or has had the opportunity to obtain appropriate independent advice on and is satisfied:-

36.4.1 the purchaser's obligations and rights under this Contract; and

36.4.2 the nature of the property and the purposes for which the property may be lawfully used.

37. NOTICE TO COMPLETE

37.1 The parties must complete by the date for completion.

37.2 In the event of either party failing to complete this contract by the date for completion then the party not in default shall be entitled at any time thereafter to serve upon the party in default a notice to complete making the time for completion essential and requiring the party in default to complete within a period of not less than 14 days from the date of service of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

37.3 The party giving the notice shall be entitled to withdraw it at any time and subsequently issue a further notice.

38. COMPLETION

38.1 For the purposes of this contract "date for completion" means the date for shown on the front page of this contract.

38.2 Completion of this contract will take place by 3.30p.m. on the date for completion.

38.3 If there is any inconsistency between the meaning given to "date for completion" under this clause and elsewhere in this contract, then the meaning under this clause is to prevail.

39. INTEREST

39.1 If through no fault of the vendor, the purchaser does not complete this contract by the date for completion then, without prejudice to all other remedies of the vendor, the purchaser shall pay to the vendor, in cash on completion an amount being interest calculated on the balance of the price payable under this contract at the rate of 10% per annum from the date for completion to the actual date upon which the purchaser completes this contract ("interest period"). It is agreed that the amount of interest is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

39.2 The purchaser shall not be entitled to require the vendor to complete the contract unless the interest is paid to the vendor on completion. The parties agree it is an essential term of this contract that the interest be so paid. This provision shall not apply in respect of any part of the interest period during which completion has been delayed through the default of the vendor.

40. NOTICE TO COMPLETE AND DEPOSIT

40.1 In the event of this contract being terminated by either party pursuant to a notice to complete then the party terminating the contract pursuant to the notice to complete shall notwithstanding any other provisions of this contract be entitled to receive the deposit together with all accrued interest without the necessity for any further order or other written communication from any party being necessary.

40.2 The parties to this contract hereby authorise any agent or other person holding the deposit to release the deposit together with all interest accrued thereon to the party terminating the contract pursuant to the notice to complete.

41. TAX FILE NUMBER

41.1 The vendor and purchaser acknowledge:

- (a) being aware of the tax file number provisions contained in Part V A of the Income Tax Assessment Act (Cwth)("the Tax Act");
- (b) the depositholder will in particular not be required to invest the deposit if the depositholder does not receive the tax file number of each party prior to the making of this contract; and
- (c) being aware that where the deposit is in fact invested but the depositholder has not received the tax file number of either party prior to the making of this contract, tax will be deducted from the interest earned on the deposit calculated at the highest marginal tax rate or as otherwise specified under the Tax Act.

42. AGENT

42.1 The purchaser acknowledges and warrants to the vendor that the purchaser was not introduced directly or indirectly to either the vendor or the property by any person or agent other than the vendor's agent named on page one of this contract and the purchaser agrees to indemnify and keep indemnified the vendor from and against any claim or demand for commission or remuneration by any person or agent arising in breach of this warranty.

42.2 This special condition shall not merge on completion but shall enure for the benefit of the parties thereafter.

43. NOTICES

- 43.1 In addition to the provisions contained in clause 20.6, a notice or document ("notice") will be sufficiently served for the purposes of this contract if the notice is sent by facsimile transmission to a party's solicitor or conveyancer.
- 43.2 The notice will be deemed to have been received when the transmission has been completed except where:
- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the notice will be deemed not to have been given or received; or
 - (b) the time of dispatch is later than 16.30 hours (4.30 p.m.) on a business day in the place to which the notice is sent, in which case the notice will be deemed to have been received at 0930 hours (9.30 a.m.) on the next business day at that place.
- 43.3 For the purposes of this contract, where no facsimile number is set out on page 1 of this contract, then the facsimile number stated on any correspondence of the party's solicitor or conveyancer (or where there is no party's solicitor or conveyancer, the party) shall be the fax number for the purposes of service of a notice under this contract.

44. CAPACITY

- 44.1 If either party prior to completion:
- (a) being an individual, dies or becomes incapable because of unsoundness of mind to manage his or her own affairs; or
 - (b) being a company, resolves to go into liquidation (or in the case of the purchaser has a petition for its winding up presented and not withdrawn within 30 days of presentation) or enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation or if a liquidator, receiver or a receiver manager or provisional liquidator be appointed of the party,

then the other party by notice in writing to the first party may rescind this contract.

- 44.2 This clause does not negate, limit or restrict any rights or remedies which would have been available to a party at law or in equity had this clause not been included in this contract.

45. DOCUMENTS ON COMPLETION

- 45.1 On completion the purchaser will accept any or all of the following documents in registrable form as may relate to the title of the property and the purchaser shall not be entitled to insist upon prior registration thereof:
- (a) a withdrawal of any caveat;
 - (b) a discharge of any mortgage or encumbrance;
 - (c) in the case of any lease a surrender thereof or notification of determination thereof supported by the evidence usually required by the Registrar General; or
 - (d) a withdrawal of any writ of execution or evidence usually required by the Registrar General to enable removal thereof.

46. ANNEXURE OF DOCUMENTS

- 46.1 The purchaser acknowledges that if prior to the signing of this contract by or on behalf of the purchaser documents or copies of documents of the kind referred to in this contract were attached to this contract at the request of the vendor or the solicitor or conveyancer for the vendor by or on behalf of the purchaser or the solicitor or conveyancer for the purchaser the person so attaching such documents or copies of documents did so as the agent of the vendor.
- 46.2 Without in any manner excluding modifying or restricting the rights of the purchaser pursuant to Section 52(A)(2)(b) of the Conveyancing Act, 1919 and the Conveyancing (Sale of Land) Regulation 2010, the vendor makes no warranty as to the completeness or accuracy of any of the documents or copy documents annexed hereto.

47. INFORMATION FOR TRANSFER

- 47.1 For the purposes of Clause 4.2, the purchaser acknowledges that sufficient information needed for the form of transfer is disclosed in this contract and the vendor is under no obligation to provide any further such information to the purchaser.

48. FOREIGN ACQUISITIONS AND TAKEOVERS ACT

- 48.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act requiring the obtaining of consent to this transaction do not apply to the purchaser (or any of them if more than one) or to this purchase.
- 48.2 In the event of there being a breach of this warranty whether deliberate or unintentional, the purchaser agrees to indemnify and to compensate the vendor

in respect of any loss damage penalty fine or legal costs which may be incurred by the vendor as a consequence thereof.

48.3 The warranty and indemnity contained in this special condition shall not merge on completion but shall enure for the benefit of the vendor thereafter.

49. **GUARANTEE**

49.1 In the event of the purchaser being a company, or a nominee of the company, and in consideration of the vendor entering into this contract with the purchaser, the directors of the purchaser ("the guarantors") jointly and severally hereby guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and hereby indemnify and agree to keep indemnified the vendor from and against all losses, damages, liability, costs and expenses of whatsoever nature accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. The guarantee herein contained shall be a continuing guarantee and shall not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing whatsoever and shall be deemed to constitute a principal obligation between the guarantors and the vendor.

Executed by the guarantors
Pursuant to this special condition 49

Signature

Signature

Print Name

Print Name

CERTIFICATE UNDER CONVEYANCING ACT, 1919 SECTION 66W

I, of

*Solicitor/Licensed Conveyancer, certify as follows:

1. * I am a Solicitor currently admitted to practise in New South Wales.
OR
* I am a Licensed Conveyancer currently holding a licence in force under the *Conveyancers Licensing Act 1992*.

2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for sale of:

UNIT 17, 37043 EASTBOURNE ROAD, HOMEBUSH WEST

from **NEILD ALFRED McINTOSH and GERALDINE ELAINE McINTOSH** (the vendor)

to (the purchaser)

in order that there is no cooling off period in relation to that contract.

3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

4. I have explained to the purchaser:

- (a) the effect of the contract for the purchase of that property
- (b) the nature of this certificate;
- (c) the effect of giving this certificate to the vendor, namely, that there is no cooling off period in relation to the contract.

Dated:

.....
(Signature)

* Delete whichever option is not applicable.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 17/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/3/2017	3:31 PM	3	7/3/2017

LAND
-----LOT 17 IN STRATA PLAN 84224
AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELDFIRST SCHEDULE
-----NEILD ALFRED MCINTOSH
GERALDINE ELAINE MCINTOSH
AS JOINT TENANTS (T AF945934)SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84224

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

MANI-MANION-PRS-Mc898

PRINTED ON 14/3/2017

**Any entries preceded by an asterix do not appear on the current edition of the certificate of title.
Warning: the information appearing under notations has not been formally recorded on the Register.**

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Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
6/3/2017	12:02 PM	8	2/2/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84224 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84224

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84224
ADDRESS FOR SERVICE OF DOCUMENTS:
'CENTENARY APARTMENTS'
37-43 EASTBOURNE ROAD
HOMEBUSH WEST 2140

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 Z178851 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 Z137357 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 Z181509 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 DP1154798 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP84224 POSITIVE COVENANT
- 7 AM125804 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 215	2	- 209	3	- 212	4	- 209
5	- 209	6	- 212	7	- 212	8	- 215
9	- 212	10	- 207	11	- 207	12	- 207
13	- 223	14	- 215	15	- 223	16	- 209
17	- 207	18	- 207	19	- 207	20	- 207
21	- 207	22	- 209	23	- 204	24	- 207
25	- 207	26	- 212	27	- 201	28	- 201

END OF PAGE 1 - CONTINUED OVER

MANI-MANION-PRS:Mc898

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP84224

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 201	30	- 201	31	- 184	32	- 215
33	- 212	34	- 209	35	- 187	36	- 187
37	- 209	38	- 212	39	- 215	40	- 184
41	- 184	42	- 207	43	- 229	44	- 207
45	- 234	46	- 238	47	- 179	48	- 234

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

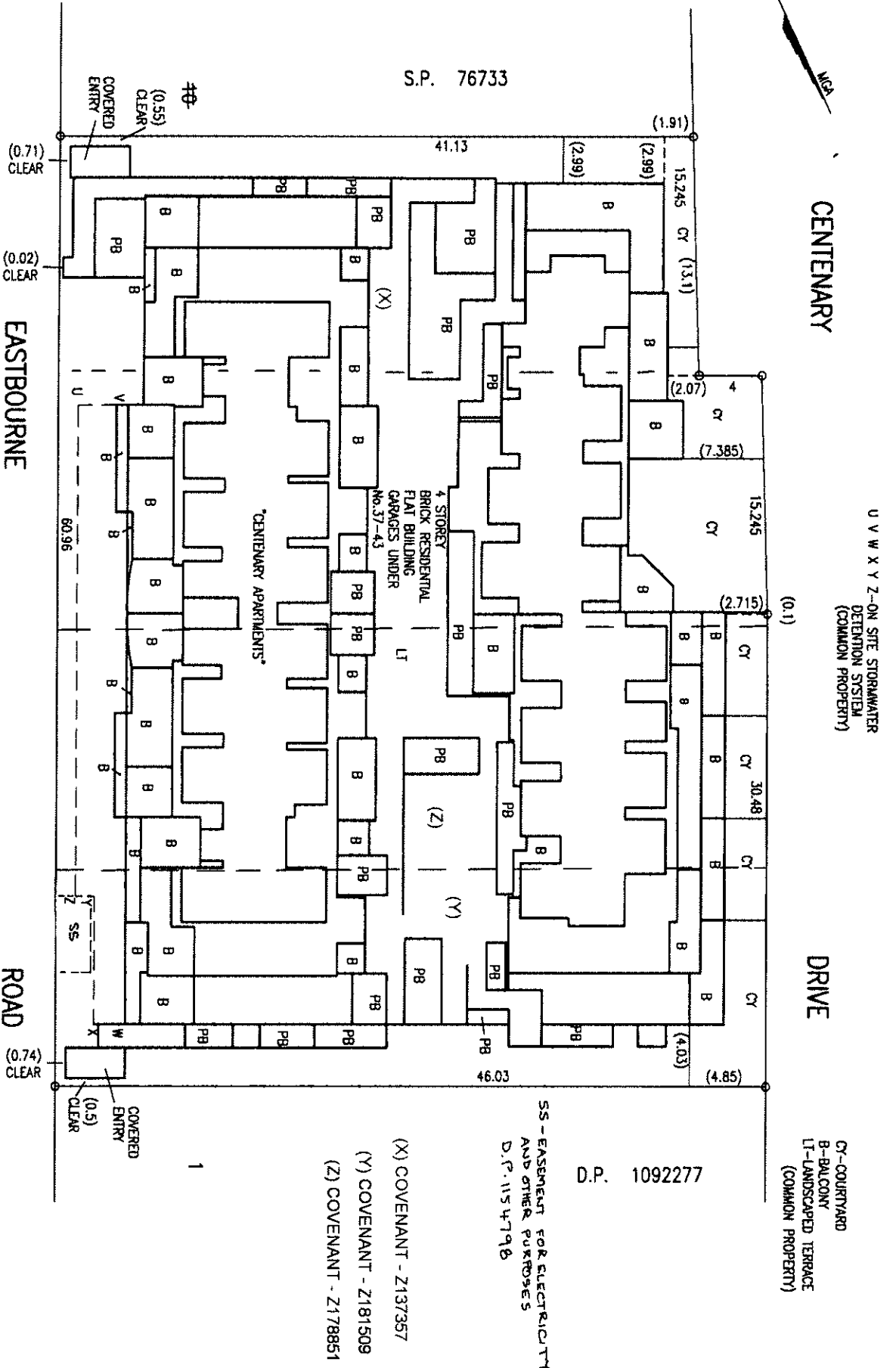
Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.

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LOCATION PLAN

EASTBOURNE ROAD

ROAD

CENTENARY DRIVE

CY - COURTYARD
 B - BALCONY
 LT - LANDSCAPED TERRACE
 (COMMON PROPERTY)

D.P. 1092277

SS - EASEMENT FOR ELECTRICITY
 AND OTHER PURPOSES
 D.P. 1154798

(X) COVENANT - Z137357
 (Y) COVENANT - Z181509
 (Z) COVENANT - Z178851

Surveyor: VICTOR JOHN MANSELL
 Surveyor's Ref: 202052-2
 Subdivision No: SC1508

Registered

2.9.2010

Lengths are in metres. Reduction Ratio 1:250

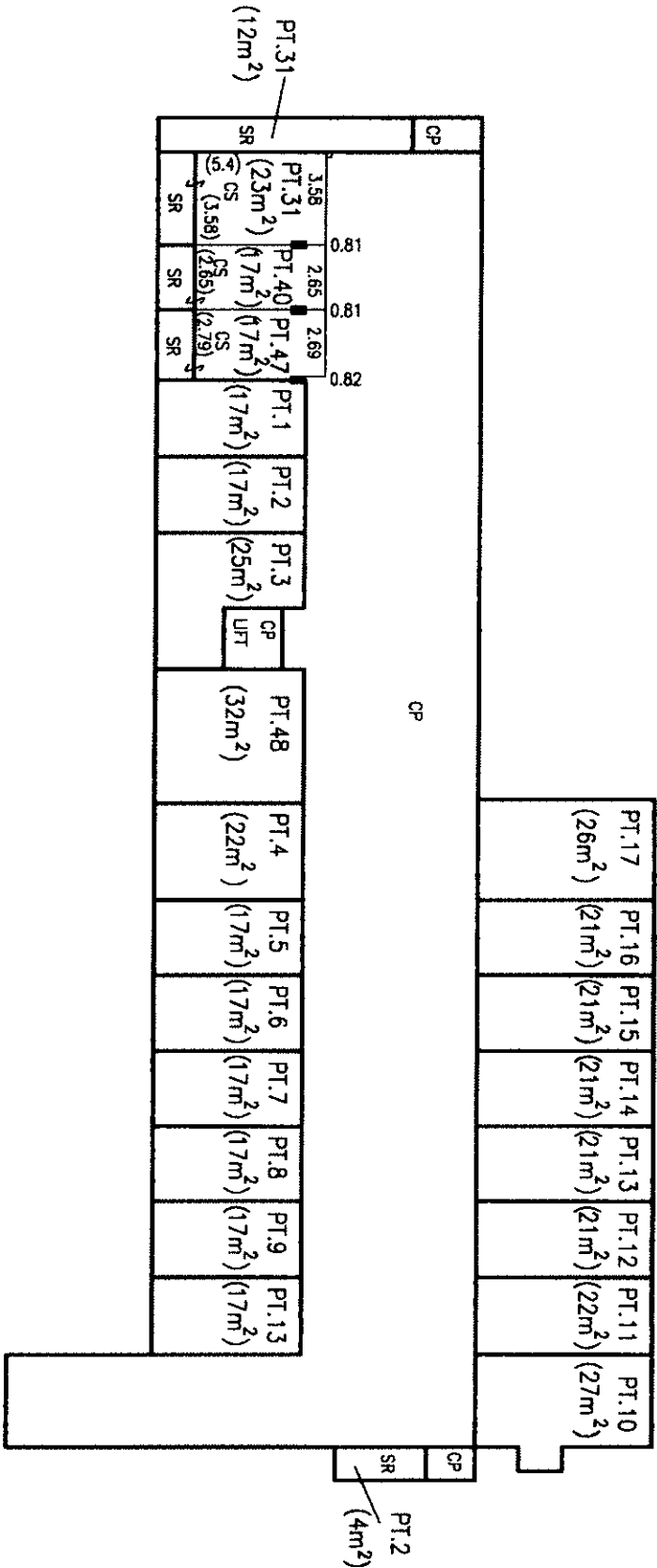
SP84224 P



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

SR-STOREROOM
 CS-CAR SPACE
 CP-COMMON PROPERTY
 AREAS ARE APPROXIMATE
 AND INCLUDE AREAS OF
 STOREROOMS.

■ DENOTES FACE OF COLUMN
 ■ DENOTES CENTRE LINE OF COLUMN
 L DENOTES RIGHT ANGLE



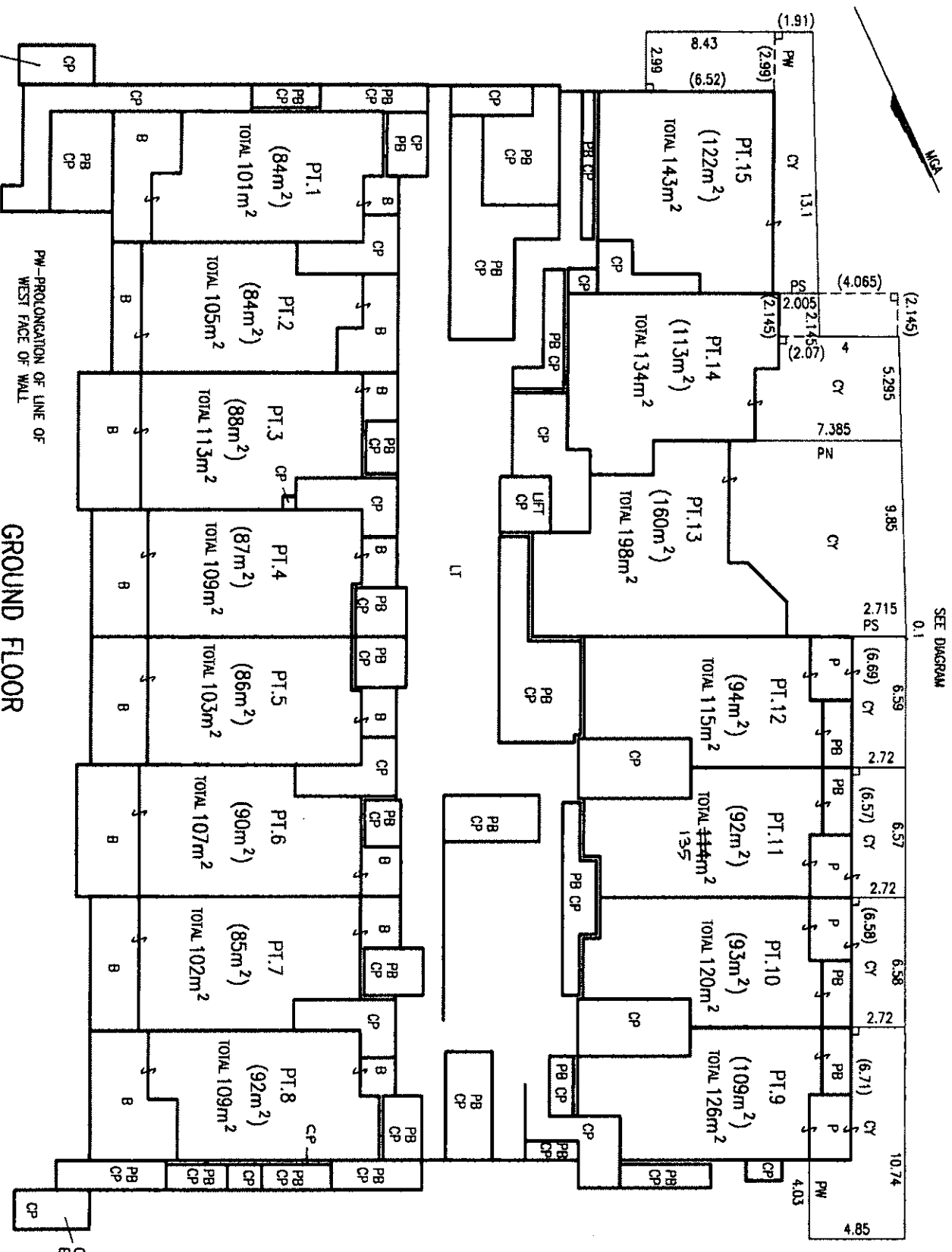
**BASEMENT CAR PARKING/GARAGES
 (LOWER)**

Surveyor : VICTOR JOHN MANSELL
 Surveyor's Ref : 202052-2
 Subdivision No : SC 1508
 Lengths are in metres. Reduction Ratio 1 : 200

Registered
 29.2010

SP84224

0
10
20
30
40
50
60
70
80
90
100
110
120
130
140



GROUND FLOOR

PW-PROLONGATION OF LINE OF WEST FACE OF WALL
 PN-PROLONGATION OF LINE OF NORTH FACE OF WALL
 PS-PROLONGATION OF LINE OF SOUTH FACE OF WALL

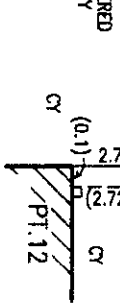


DIAGRAM (NOT TO SCALE)

REPLASTER BOXES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH REPLASTER BOX EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND INCLUDE AREA OF COURTYARDS AND BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

COURTYARDS ARE LIMITED IN DEPTH TO 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE THERE IS A GARAGE BELOW IN WHICH CASE THEY ARE LIMITED TO THE UPPER SURFACE OF THE ROOF.

COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE COVERED.

BALCONIES MEASURED TO EDGE OF SLAB.

WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

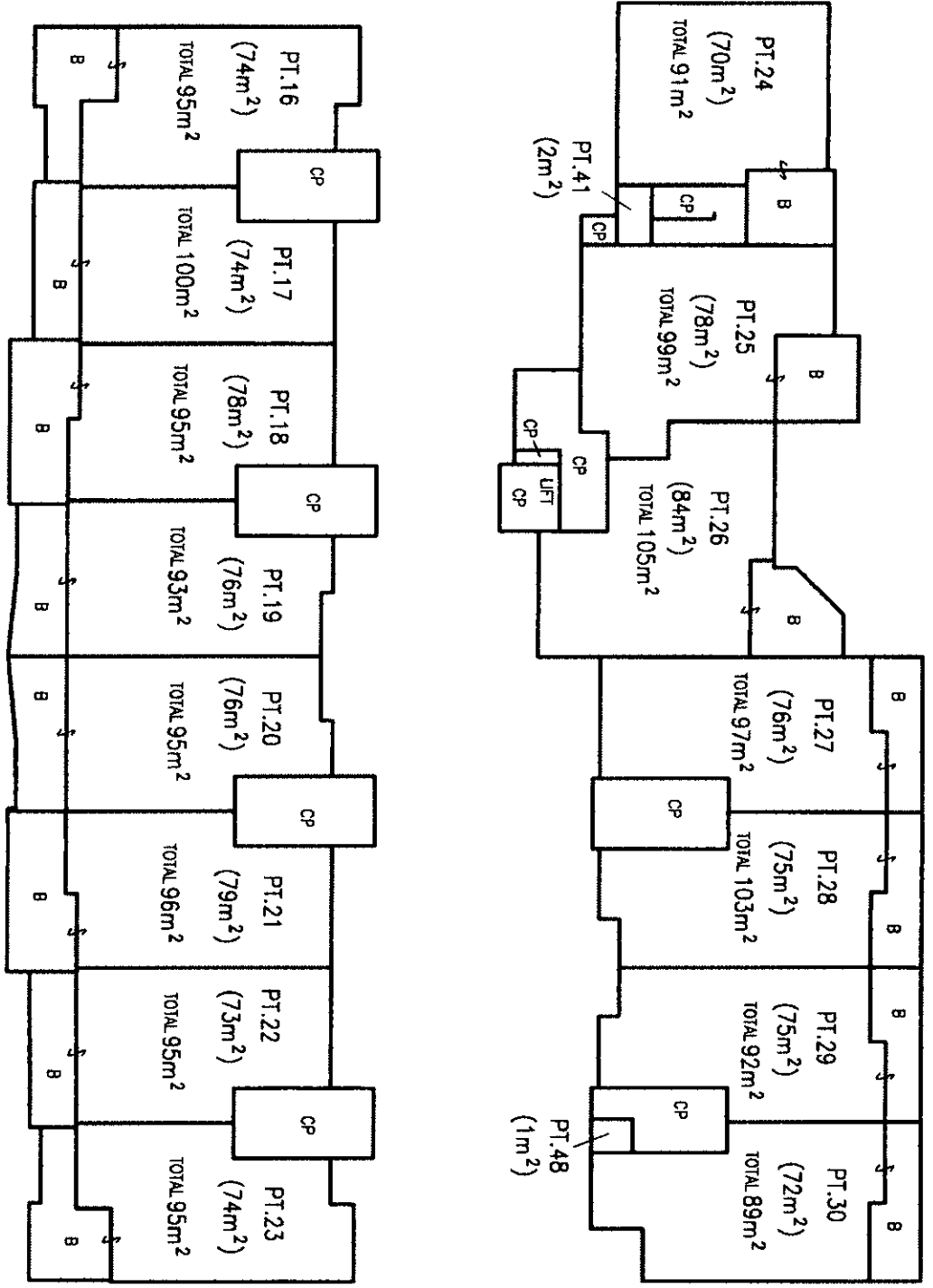
- P-COVERED PORCH
- CY-COURTYARD
- CP-COMMON PROPERTY
- B-BALCONY
- PB-PLANTER BOX
- LI-LANDSCAPED TERRACE (COMMON PROPERTY)
- LI
- LI DENOTES RIGHT ANGLE

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

Surveyor: VICTOR JOHN MANSELL
 Surveyor's Ref: 202052-2
 Subdivision No: SC 1508
 Lengths are in metres, Reduction Ratio 1 : 200

Registered
 2.9.2010

SP84224



B-BALCONY
 CP--COMMON PROPERTY

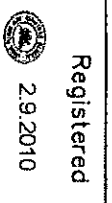
AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.
 BALCONIES MEASURED TO EDGE OF SLAB.
 WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

FIRST FLOOR

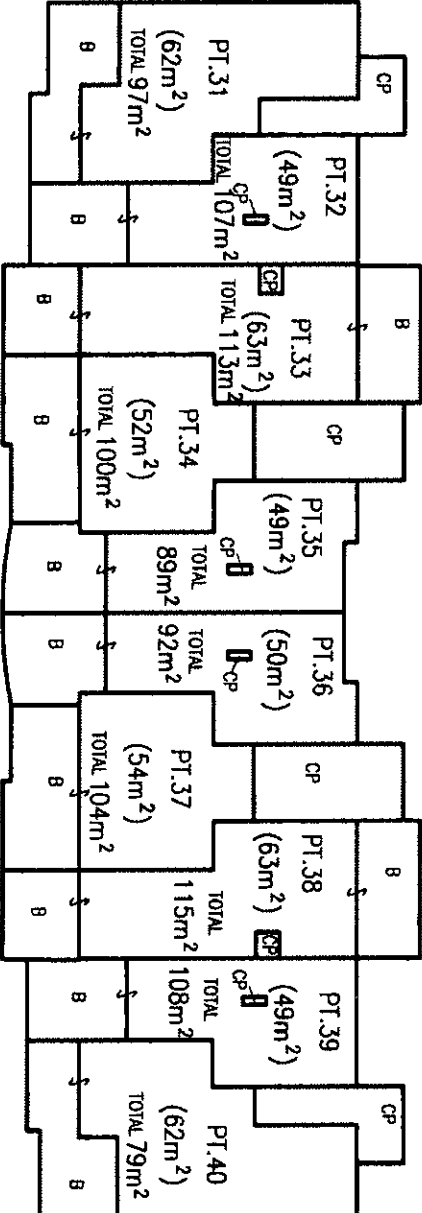
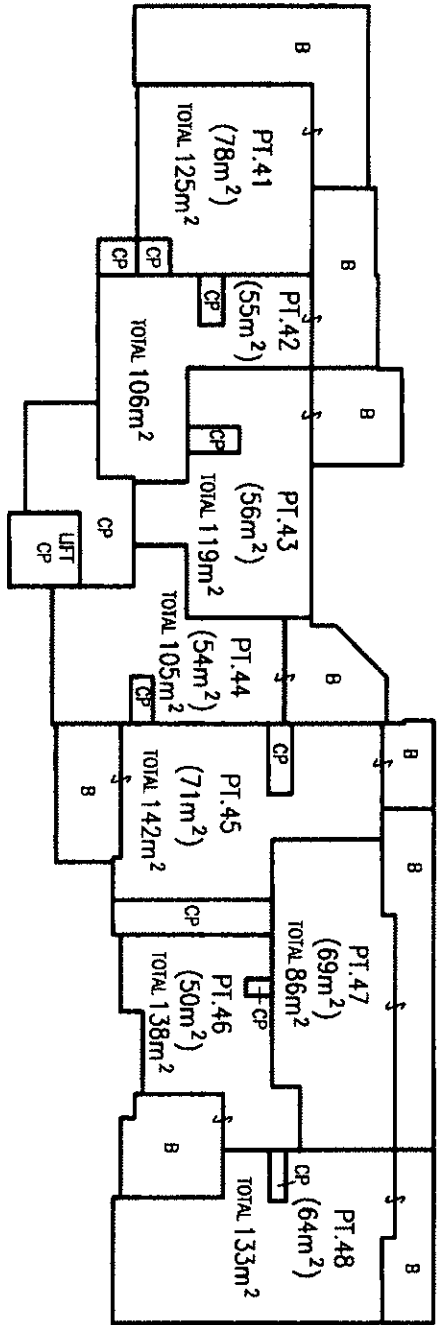
10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Scale of mm

Surveyor : VICTOR JOHN MANSELL
 Surveyor's Ref : 202052-2
 Subdivision No : SC 1508
 Lengths are in metres. Reduction Ratio 1 : 200



SP84224



SECOND FLOOR


CP-COMMON PROPERTY
 B-BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.
 BALCONIES MEASURED TO EDGE OF SLAB.
 WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

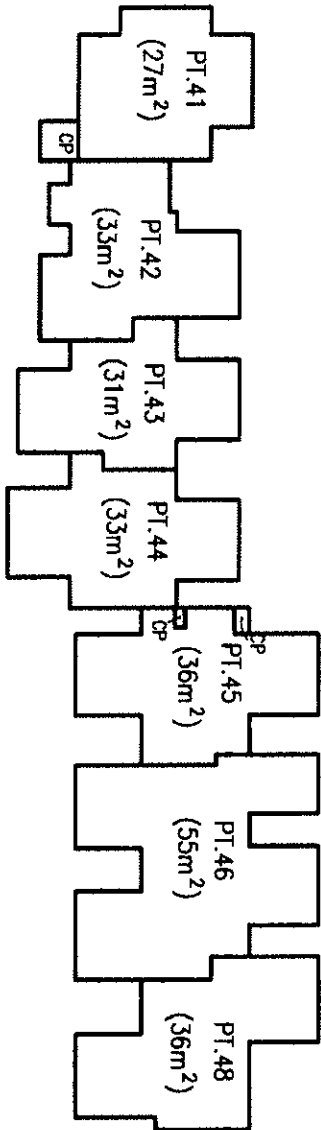
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130
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Scale of mm

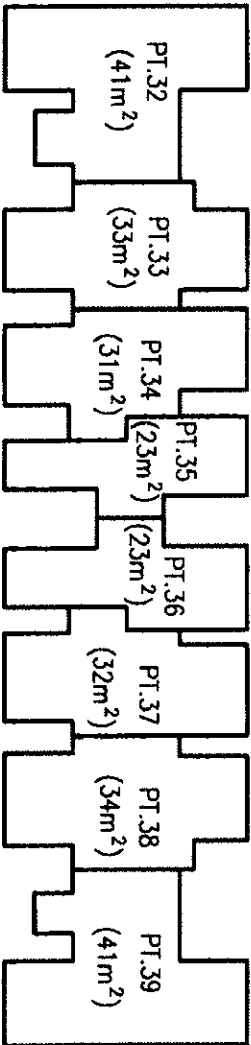
Surveyor : VICTOR JOHN MANSSELL
 Surveyor's Ref : 202052-2
 Subdivision No : SC 1508
 Lengths are in metres. Reduction Ratio 1 : 200

Registered

 2.9.2010

SP84224




CP—COMMON PROPERTY
 AREAS ARE APPROXIMATE.



THIRD FLOOR

0
10
20
30
40
50
Table of mm
60
70
80
90
100
110
120
130
140

Surveyor : VICTOR JOHN MANSELL
 Surveyor's Ref : 202052-2
 Subdivision No : SC 1508
 Lengths are in metres Reduction Ratio 1 : 200

Registered

 2.9.2010

SP84224

WARNING: Greasing or Tinting will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

*OFFICE USE ONLY

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No SP84224
 "CENTENARY APARTMENTS"
 37-43 EASTBOURNE ROAD,
 HOMEBUSH WEST 2140



use only

SP84224 S

Registered: 2.9.2010
 Purpose: **STRATA PLAN**

Office use only

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

*Residential Model By-laws adopted for this scheme
 Keeping of Animals: Option A/B/G
~~*Schedule of By-laws in sheets filed with plan~~
~~*No By-laws apply~~
 *Strike out whichever is inapplicable

Strata Certificate (Approved Form 5)
~~(*) The Council of~~
 * The Accredited Certifier: GORDON WREN
 Accreditation No. SPB 0447
 has made the required inspections and is satisfied that the requirements of:
 (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 26A Strata Schemes (Freehold Development) Regulation 2007,
~~(b) Section 88 or 88A Strata Schemes (Freehold Development) Act 1986 and clause 26A Strata Schemes (Freehold Development) Regulation 2007,~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

LGA: **STRATHFIELD**
 Locality: **HOMEBUSH WEST**
 Parish: **LIBERTY PLAINS**
 County: **CUMBERLAND**

(2) The Accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

(4) The building encroaches on a public place and:
 (a) The Council does not object to the encroachment of the building beyond the alignment of

 (b) The Accredited Certifier is satisfied that the building complies with a relevant development consent which is in force and allows the encroachment.

(5) This approval is given on the condition that lot(s)..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 88 of the Strata Schemes (Freehold Development) Act 1986.

SURVEYOR'S CERTIFICATE

VICTOR JOHN MANSELL OF W. BUXTON P/L
 of 76 WILLISON ROAD, CARLTON NSW 2218
 a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of
 • Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~• Schedule 1A to the Strata Schemes (Freehold Development) Act 1986~~
 has been met;

(2) ~~(a) the building encroaches on a public place;~~
 • (b) the building encroaches on land (other than a public place) and an appropriate easement has been created by to permit the encroachment to remain.

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: V. Mansell
 Date: 10/6/2010

* Strike through if inapplicable.
 * Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.

Date: 29 July 2010
 Subdivision No. SC 1508
 Relevant Development Consent No. 2010/023
 issued by: STRATHFIELD COUNCIL

*Notified Person/Strata Manager/Accredited Certifier

* Strike through if inapplicable.
 * Insert lot numbers of proposed utility lots.

SURVEYOR'S REFERENCE: 202052-2

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals.

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

SP84224

Registered:  2.9.2010

Strata Certificate Details: Subdivision No: **SC 1508** Date: **29 July 2010**

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	215	17	207	33	212
2	209	18	207	34	209
3	212	19	207	35	187
4	209	20	207	36	187
5	209	21	207	37	209
6	212	22	209	38	212
7	212	23	204	39	215
8	215	24	207	40	184
9	212	25	207	41	184
10	207	26	212	42	207
11	207	27	201	43	229
12	207	28	201	44	207
13	223	29	201	45	234
14	215	30	201	46	238
15	223	31	184	47	179
16	209	32	215	48	234
AGGREGATE					10000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

OFFICE USE ONLY

RP 13A

STAMP DUTY



OFFICE USE ONLY



7
178851



TRANSFER
(INCLUDING EASEMENT/COVENANTS)
 REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	202	
	\$ 47	R2/2

DESCRIPTION OF LAND
 Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 3273 FOLIO 98 & NOW BEING ISSUED OF LAND COMPRISED IN FOLIO 15118/827	BEING LOT 73 DP774580	FLEMINGTON

TENEMENTS
 PANEL

Note (b)
 This panel shall be completed for easements by transfer

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 24 DP774580		LOT 73 DP774580	

TRANSFEROR
 Note (c)

HIEP LAP LENH of 39 Eastborne Road, Homebush West

Note (d)

(The above named TRANSFEROR hereby acknowledges receipt of the consideration of \$ 45,000.00

TRANSFEEE
 Note (e)

and transfers an estate in fee simple in the land being transferred above described to the TRANSFEEE

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

TENANCY
 Note (f)

as joint tenants in common

PRIOR
 ENCUMBRANCES
 Note (g)

subject to the following PRIOR ENCUMBRANCES 1.

2.

AND the TRANSFEROR—

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

(ii) COVENANTS with the TRANSFEEE as set out in SCHEDULE TWO hereof

AND the TRANSFEEE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereof

Note (g)

Note (g)

DATE 27th July 1990

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

EXECUTION
 Note (h)

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

Signature of Witness

E. SHARRIS
 Name of Witness (BLOCK LETTERS)

Barlow Police
 Address and Occupation of Witness

Signature of Transferor

Note (h)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for J.F. Barlow
 Signature of Transferor

TO BE COMPLETED
 BY LODGING PARTY

Note (i) and (j)

LOGGED BY BARLOW ASSOCIATES D/1459 SUDNEY		LOCATION OF DOCUMENTS	
Checked ELI2	Passed RFA1	CT	OTHER
Ref: Delivery Box Number: 725B		Home/In	
REGISTERED		In L.T.O. with	
19		Produced by 374	
Secondary Directions			
Deputy Directions			
Signed	Extra Fee		

OFFICE USE ONLY

RP 13A
1987

SCHEDULE ONE HEREBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

SCHEDULE TWO HEREBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
transferor's pension
benefit to the

[Handwritten signature]



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 73 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 24 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

McBride

Harle

RP 13A
1967

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (i) and (j) The Transferee hereby covenants with



RP 12A
 1987

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

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

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

Rule up all blanks

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

(a) Description of land.

- (i) TENEMENTS TITLE REFERENCE—Insert the current reference to the Folio of the Register for the land being transferred, e.g. 125SP12345 or Vol. 12634 Fol. 126.
- (ii) PART PARCEL—If part only of the land in the Folio of the Register is being transferred, delete the word "FOLO" and insert the lot and plan number, portion, etc. See also sections 207 and 241AA of the Local Government Act, 1970.
- (iii) LOCATION—Insert the locality shown on the Certificate of Title, e.g., Mt Chelonia. If the locality is not shown, insert the Parish and County, e.g., Pt. Stephens Co. T.C.

(b) Tenement parcel.—Insert the current Folio (lot number or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g. 125SP12345 or Vol. 12634 Fol. 126, &c. This part is also to be completed for coveralls by the transferor.

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

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

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

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

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1970, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The witness for the transferee may sign the certificate on behalf of the transferee. The witness's name and that of his/her witness to the signature or printed addition to his/her signature.

ATTORNEY

(i) If the transfer is executed by an attorney for that estate, it is to be executed by the holder of power of attorney, the form of execution must set out the full name of the attorney and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney for special purposes, as the lessor may be, of parts of the power of attorney registered Book No. 12345, folio 12345, dated 12/3/70, in favour of the transferee." The form of execution must indicate the authority, jurisdiction or other authority, jurisdiction or other authority which the transferor has been granted.

AUTHORITY

(ii) If the transfer is executed by an attorney for that estate, the form of execution must include a statement that the deed has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., officer, secretary) in the corporation.

CORPORATION

- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (ii) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, plat. for plat, LIA for letters of administration, &c.
- (k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 27 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES AS TO LOT 73 IN DP 774580 AND HLEP LAP LENH AS TO LOT 24 IN DP 774580

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		AFFECTING LOT 24 IN DP 774580
	ON	AA		LOT 73 IN DP 774580 IS ACQUIRED FOR CONTROLLED ACCESS ROAD
	ON	ZR		being lot 73 in DP 774580 New folio issued for lot 24 in DP 774580
	CT		NOCT	

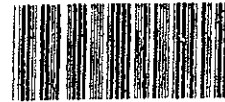
RP 13A

STAMP DUTY

(1)



OFFICE USE ONLY



2
137357



TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	A	1 of 1	E	R
	\$	56		/

DESCRIPTION OF LAND
 Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 2229 FOLIO 216	Being Lot 10 in Deposited Plan 800516	FLEMINGTON

TENEMENTS PANEL
 Note (b)

This panel also to be completed for covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 9 DP800516		LOT 10 DP800516	

TRANSFEROR
 Note (c)

RONALD FRANCIS HOLLEY of 43 Eastbourne Road, Homebush West

Note (d)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 75,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
 Note (c)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

TENANCY
 Note (e)

as joint tenants/shareholders in common

PRIOR ENCUMBRANCES
 Note (f)

subject to the following PRIOR ENCUMBRANCES 1.
 2.
 3.

Note (g)

AND the TRANSFEROR:--

- (i) GRANTS/RESERVES on easement as set out in SCHEDULE ONE hereto
- (ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

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

DATE 13th July 1990

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

EXECUTION
 Note (h)

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

[Signature] A. B. TOROK
 Signature of Witness

38 Railway Pde.
 Name of Witness (BLOCK LETTERS)

Butwood SOLICITOR.
 Address and Occupation of Witness

[Signature]
 Signature of Transferor

Note (h)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for Signature of Transferor J.F. Barlow

TO BE COMPLETED BY LODGING PARTY

Notes (i) and (j)

LODGED BY BARLOW ASSOCIATES PO 1459 SYDNEY Ref: Delivery Box Number 725 B		LOCATION OF DOCUMENTS CT OTHER herewith fr L.T.O. with Produced by 961N	
Checked d 2/12	Passed	REGISTERED 7 AUG 1990	Secondary Directions
Signed	Extra Fee	1. AUG 1990	Delivery Directions

OFFICE USE ONLY

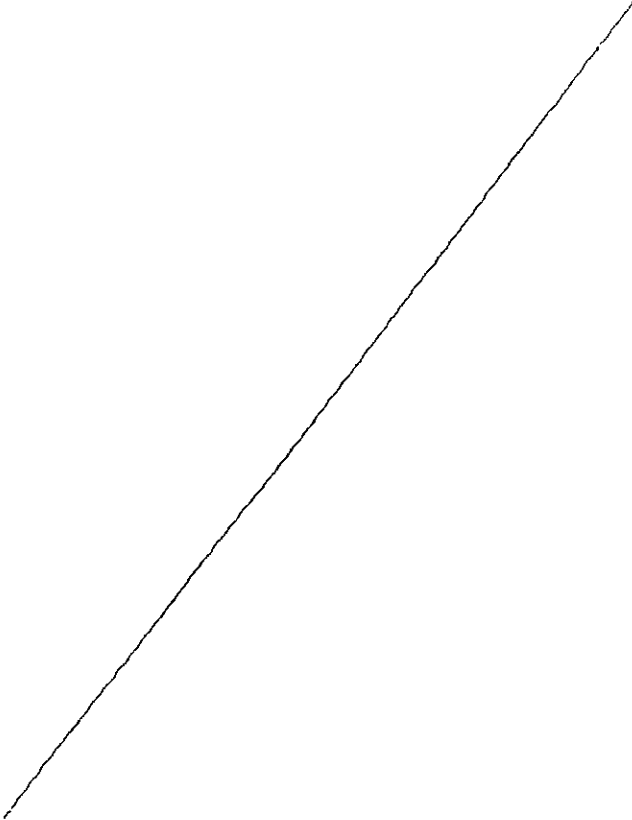
127 RA2. Form not complete 9/8/96

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

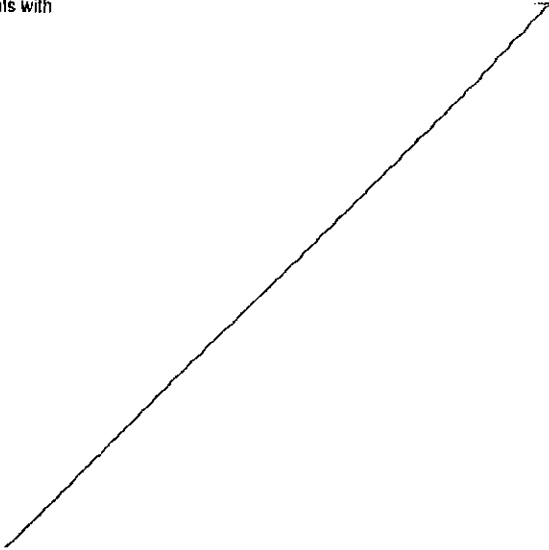
Notes (k) and (l)



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

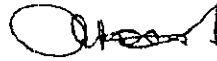
Notes (m) and (n)
Also complete
instruments panel on
front of form



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 10 in Deposited Plan 800516 being part of the land contained in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 9 in Deposited Plan 800516 being part of the land in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

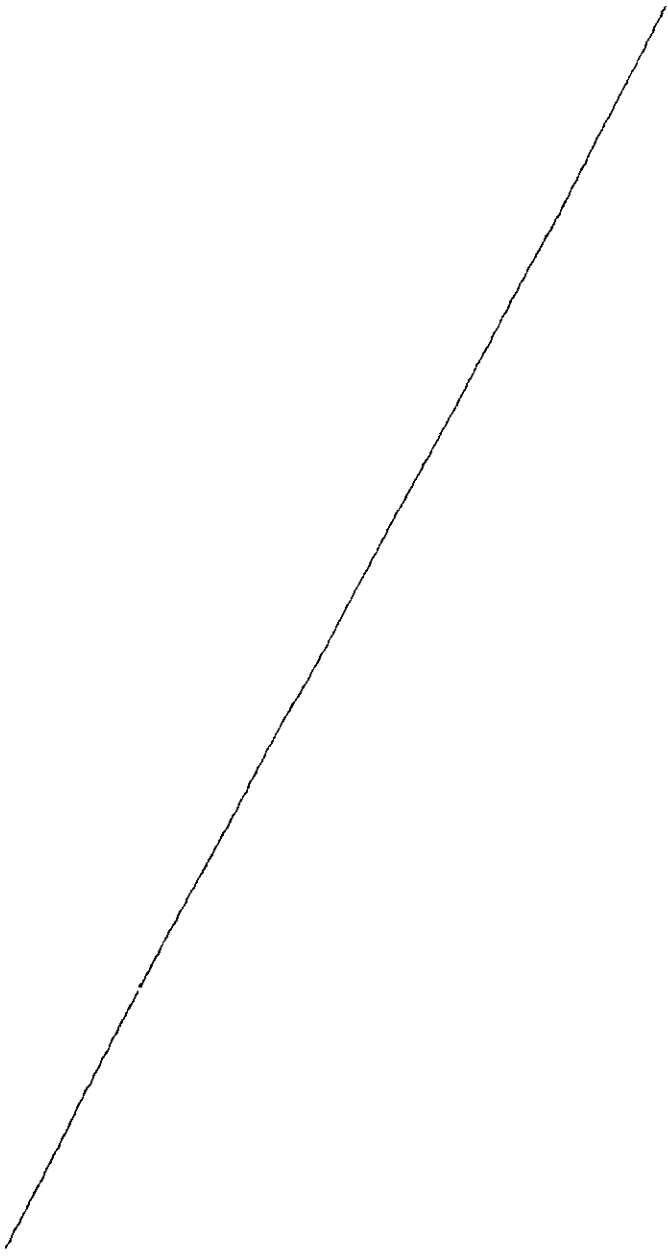
B. F. Baccay



RP 13A
1981

SCHEDULE THREE HEREBEFORE REFERRED TO

Notes (i) and (j) The Transferee hereby covenants with



RP 13A
1987

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

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

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

Rule up all blanks

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

(a) Description of land.

- (i) TO WHENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g., 135 SP 12345 or Vol. 12634 Fol. 126.
- (ii) PART-WHOLE.—If part only of the land in the Folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 327 and 327AA of the Local Government Act, 1919.
- (iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chudara. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g., 135/ SP 12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

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

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

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

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

(g) Delete whichever words are inappropriate.

(h) Execution.

- GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom his/her name is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferor, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.
- ATTORNEY (i) Any person lawfully or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- (ii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No.".
- AUTHORITY (i) If the transfer is executed pursuant to an authority (other than specified in (ii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION (i) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

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

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

(k) State the nature of the easement (see, e.g., section 191A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

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

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

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

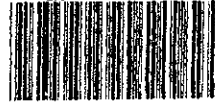
OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C)	NAME	
2229-216	PROP		ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES	
			AS TO LOT 10 IN DP800516 AND RONALD FRANCIS HOLLEY AS TO LOT 9 IN DP800516.	
SECOND SCHEDULE & OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		AFFECTING PART BEING LOT 9 IN DP800516.
	ON	AA		LOT 10 IN DP800516 IS REQUIRED FOR ROAD.
	ON	ZR		BEING LOT 10 IN DP800516.
				NEW FOLIO ISSUED FOR LOT 9 IN DP800516.
	CT		NOCT	

RP 13A

STAMP DUTY

①



2
181509



OFFICE OF STATE REVENUE
 NEW SOUTH WALES
 1990/91 S4
 NO STAMP DUTY IS PAYABLE
 ON THIS INSTRUMENT

TRANSFER
 (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T 3:2.2.Y R²/₃
 \$ 47

DESCRIPTION OF LAND
 Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 3139 FOLIO 126 Vol 16/18/827	WHOLE Being Lot 74 in Deposited Plan 774580	FLEMINGTON

TENEMENTS PANEL
 Note (b)
 This panel also to be completed for covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Lot 25 DP774580		Lot 74 DP774580	

TRANSFEROR
 Note (c)

PETER DOUGLAS ROSS of 37 Eastbourne Road Homebush West and ANNETTE MARY ROSS of the same address

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 62,500.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
 Note (c)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

TENANCY
 Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES
 Note (f)

subject to the following PRIOR ENCUMBRANCES 1. _____
 2. _____ 3. _____

Note (g)

AND the TRANSFEROR:—

- (i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
- (ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

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

DATE 2nd August 1990

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

EXECUTION
 Note (h)

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

Harley Tarrant
 Signature of Witness

HARLEY TARRANT
 Name of Witness (BLOCK LETTERS)

SOLICITOR GRANVILLE WEST
 Address and Occupation of Witness

Peter Douglas Ross
Annette Mary Ross

Signature of Transferor

Note (h)

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

 Signature of Witness

 Name of Witness (BLOCK LETTERS)

 Address and occupation of Witness

John Barlow

Signature of Transferor

J.F. Barlow

TO BE COMPLETED BY LODGING PARTY

Notes (i) and (j)

LODGED BY BARLOW ASSOCIATES DX 1459 SUDNEY		LOCATION OF DOCUMENTS CT OTHER Herewith. In L.T.O. with Produced by 374 2/8/90	
Ref: Delivery Box Number 725B	REGISTERED 23 AUG 1990	Secondary Directions	Delivery Directions
Checked EC 22	Passed RFB		
Signed	Extra Fee		

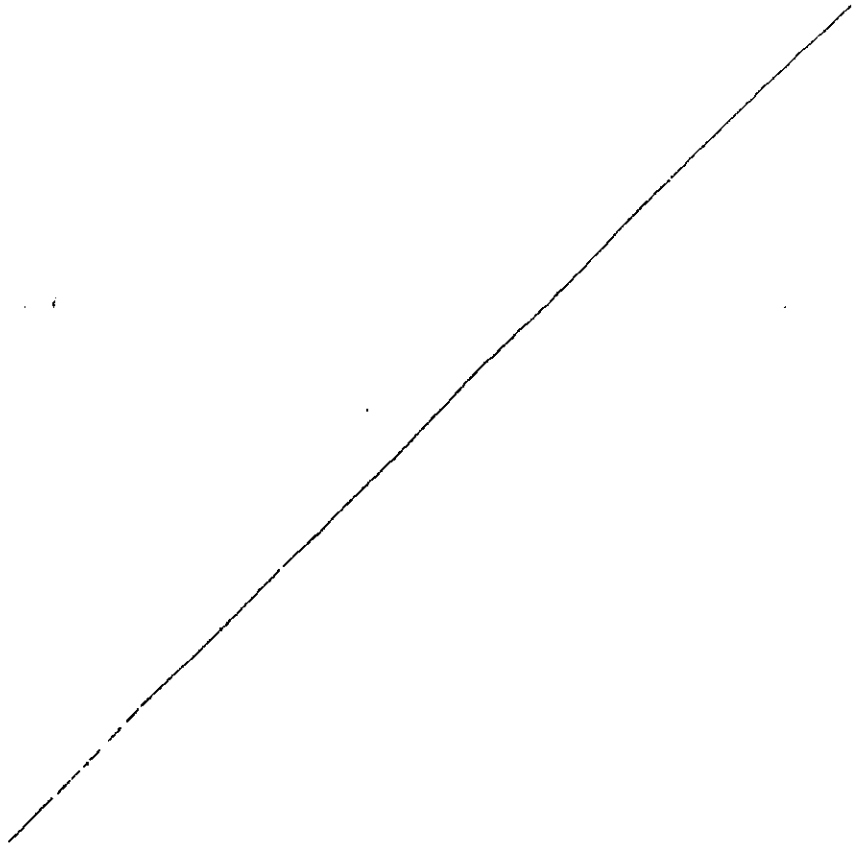
OFFICE USE ONLY

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

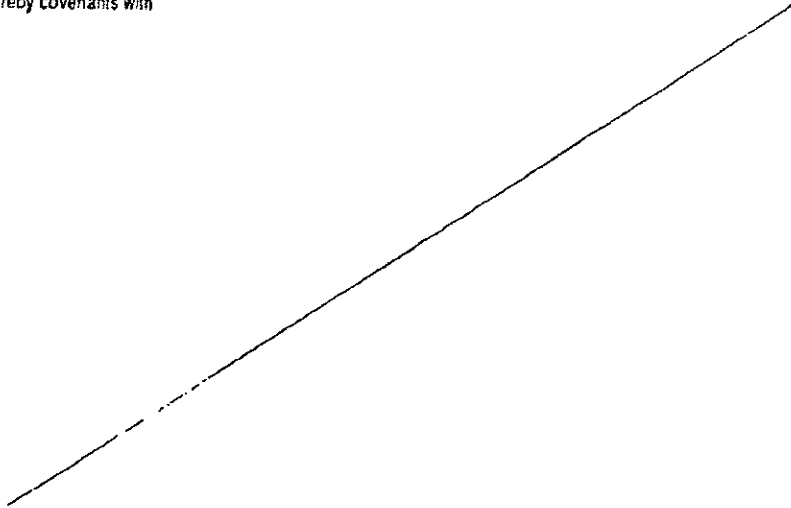
Notes (k) and (l)



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
transferor's panel on
front of form



SCHEDULE TWO HEREINBEFORE REFERRED TO

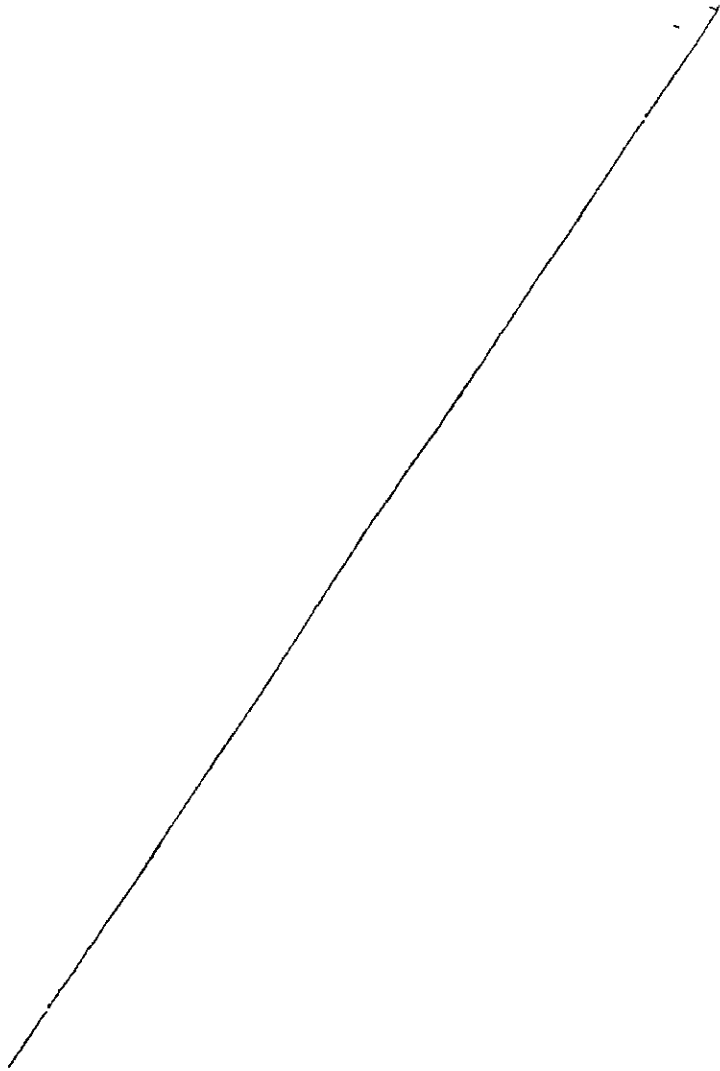
The Transferor does hereby for the benefit of Lot 74 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 25 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

Mass.
B

Marlynn

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (r) and (s) The Transferee hereby covenants with



RP 13A
1987

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

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

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

Rule up all blanks

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

(a) Description of land.

- (i) TO-RENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g., 135SP12345 or Vol.12634 Fol. 126.
- (ii) PART-WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
- (iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Churlton. If the locality is not shown, insert the Parish and County, e.g., Ph. Lamore Co. Roue.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

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

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

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

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

(g) Delete whichever words are inappropriate.

(h) Execution.

- GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The settlor or the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.
- Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No."
- AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., "In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation."

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

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

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

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

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES as to part being lot 74 in DP 774580 and PETER DOUGLAS ROSS & ANNETTE MARY ROSS as joint tenants as to the residue being lot 25 in DP 774580		
SECOND SCHEDULE & OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR REGD DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	GN	CV		affecting lot 25 in DP 774580.
	GN	ZZ		new folios have been issued for lots 25 & 74 in DP 774580
	CT		NOCT	

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES.

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401

K.M. Gunton
 Attorney
[Signature]
 Witness

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, _____ in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: _____
 Date: _____
 File Number: _____
 Office: _____

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation:

the proposed _____ set out herein
 • (insert 'subdivision' or 'new road')

• Authorised Person/General Manager/Accredited Certifier

Consent Authority _____
 Date of Endorsement _____
 Accreditation no: _____
 Subdivision Certificate no: _____
 File no: _____

• Delete whichever is inapplicable.



DP1154798 S

Registered: 17.8.2010
 Title System: TORRENS
 Purpose: EASEMENT

PLAN OF EASEMENT WITHIN LOT 100 IN D.P.1150192

LGA: STRATHFIELD
 Locality: HOMEBUSH WEST
 Parish: LIBERTY PLAINS
 County: CUMBERLAND

Surveying Regulation 2006

I, VICTOR JOHN MANSELL OF W. BUXTON P/L of 76 WILLISON ROAD, CARLTON 2218 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on 30-4-2010

The survey relates to EASEMENT ONLY

(specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

Signature: *V. Mansell* Dated: 3/5/2010
 Surveyor registered under the Surveying Act, 2002

Datum Line _____
 Type: Urban/Rural-

Plans used in preparation of survey/compilation
 D.P. 1150192

(if insufficient space use Plan Form 6A annexure sheet)


SURVEYOR'S REFERENCE: 202052-1

OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF EASEMENT WITHIN LOT 100
 IN D.P.1150192

DP1154798

Registered:  17.8.2010

Subdivision Certificate No: _____ Date of Endorsement: _____

EASTBOURNE DEVELOPMENTS P/L
 SOLE DIRECTOR / SECRETARY
[Signature] ACN 299 296 401

ARIF GROUPS P/L ACN 127 999 099
 SOLE DIRECTOR / SECRETARY
[Signature]

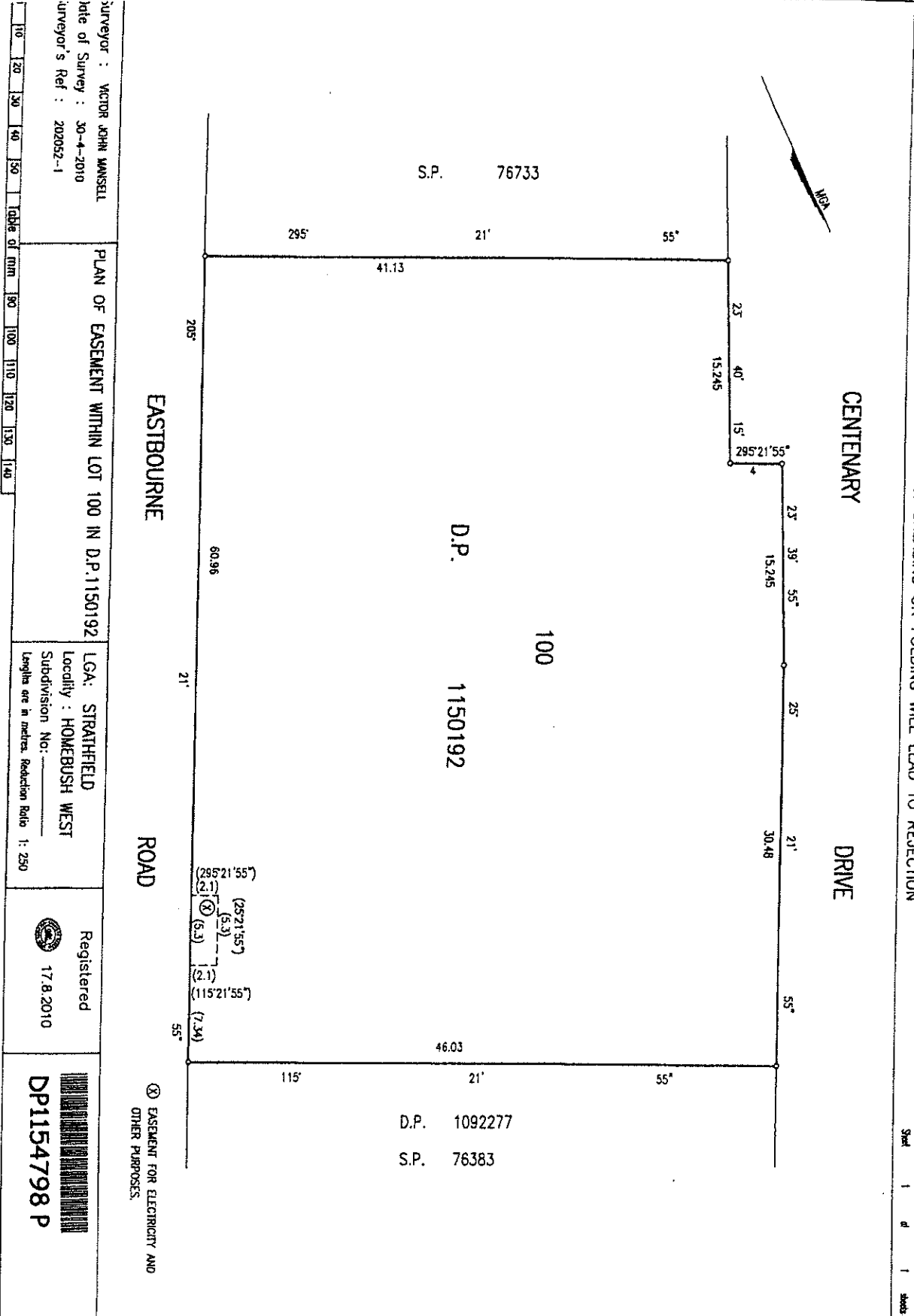
<p>EXECUTED by BANK OF WESTERN AUSTRALIA LTD. A.C.N. 050 494 454 by its Attorneys:</p> <p>and</p> <p>its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:</p> <p><i>[Signature]</i> _____ An Officer of the Bank</p>	<p>) BANK OF WESTERN AUSTRALIA LTD) by its Attorneys:)) <i>[Signature]</i>) _____) Signature) SCOTT SHYING) _____) DIRECTOR) Name and Title (please print))</p>
--	---

OFFICE USE ONLY

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1



Surveyor : VICTOR JOHN WANSBELL
 Date of Survey : 30-4-2010
 Surveyor's Ref : 202052-1

PLAN OF EASEMENT WITHIN LOT 100 IN D.P. 1150192

LGA: STRATHFIELD
 Locality : HOMEBUSH WEST
 Subdivision No: _____
 Lengths are in metres. Reduction Ratio 1: 250

Registered
 17.8.2010

DP1154798 P

10 20 30 40 50 Table of DIM 90 100 110 120 130 140

⊗ EASEMENT FOR ELECTRICITY AND OTHER PURPOSES.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 3 Sheets)



DP1154798 B

Plan of easement within Lot 100 DP 1150192

Full Name and Address of the Registered Proprietor of the Land: **EASTBOURNE DEVELOPMENTS PTY LIMITED and ARIF GROUPS PTY LIMITED of PO Box 370 Earlwood NSW 2206**

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities
1.	Easement for electricity and other purposes	Lot 100 DP 1150192	EnergyAustralia ABN 67 505 337 385

PART 2 (Terms)

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN THE PLAN

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**EASTBOURNE DEVELOPMENTS P/L
 SOLE DIRECTOR**

EXECUTED by BANK OF WESTERN AUSTRALIA LTD.
 C.N. 050 494 454 by its Attorneys:

and **Scott Skyring** -
Grant Toole
 duly constituted Attorneys
 under Power of Attorney
 No 4305 039 dated 10th
 of 2005 which was the date
 of his appointment and of revocation
 of the said Power of Attorney

Grant Toole
 Associate Director

BANK OF WESTERN AUSTRALIA LTD
 by its Attorneys: **ARIF GROUPS P/L**

Scott Skyring SOLE DIRECTOR
 Signature
ARIF ELTON
 Name and Title (please print)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND
OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 2 of 3 Sheets)

Plan:
DP1154798

Plan of easement within Lot 100 DP 1150192

EXECUTED by EASTBOURNE)
DEVELOPMENTS PTY LIMITED in)
accordance with section 127 of the)
Corporations Act: ACT: 099 296 401)

.....
Signature of director

.....
Name (please print)


.....
Signature of director/secretary

.....
MICHAEL MICHAILOU
.....
Name (please print)

EXECUTED by ARIF GROUPS PTY LIMITED)
in accordance with section 127 of the)
Corporations Act: ACT: 127 499 049)

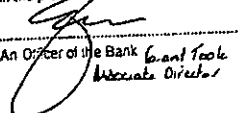
.....
Signature of director

.....
Name (please print)


.....
Signature of director/secretary

.....
HAKAN ARIF
.....
Name (please print)


EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
C N. 050 454 454 by its Attorneys:
and Scott Shyng
Grant Toole
is duly constituted Attorneys
under Power of Attorney
No. 4306 959 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:


.....
An Officer of the Bank Grant Toole
Associate Director

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys:


.....
Signature

.....
SCOTT SHYNG
.....
DIRECTOR
.....
Name and Title (please print)


.....
K. M. S. BROWN

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND
OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 3 of 3 Sheets)

Plan:

Plan of easement within Lot 100 DP 1150192

DP1154798

EXECUTED for and on behalf of)
ENERGYAUSTRALIA by)
~~KATHERINE MARGARET GUNTON~~)
Its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528 No.)
401 in the presence of:)

.....
K. P. [Signature]
Attorney

[Signature]
.....
Witness

BRIANNE ANNE THOMSON
.....
Name of Witness (please print)

570 George Street
Sydney, NSW, 2000

.....
Address of Witness

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 050 484 454 by its Attorneys:
and Scott Shyng
and Grant Toole
Its duly constituted Attorneys
under Power of Attorney
No. 4305 950 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys:
) [Signature]
) Signature
) SCOTT SHYNG
) DIRECTOR
) Name and Title (please print)

[Signature]
.....
An Officer of the Bank Grant Toole
Associate Director

REGISTERED  17.8.2010

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Sheet 1 of 2 Sheets



SP84224 B

PART 1

Plan of Subdivision of Lot 100 in D.P.1150192
covered by Strata Certificate No. SC1508
of

Full name and address of proprietor of the land

EASTBOURNE DEVELOPMENTS PTY LIMITED and
ARIF GROUPS PTY LIMITED of PO Box 370 Earlwood
NSW 2206

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive Covenant	Common Property	Strathfield Municipal Council

PART 2

Terms Of Positive Covenant Firstly Referred To In The Abovementioned Plan.

The stormwater detention facility as described by the plans of LMW Design Group Pty Limited, Plan No's D1, D2, D3 and D4, Job No MET 0206 Rev. A, of Strathfield Council Development Application No. 0203/194 and the conditions of such consent, shall not be altered or removed in whole or in part without written approval of Strathfield Council.

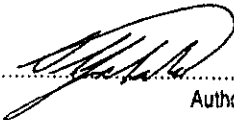
The registered proprietor are to maintain the stormwater detention facility in working condition.

The pit and pump drainage system shall be inspected annually by an approved tradesperson/Engineer. The approved tradesperson/Engineer shall certify to Council annually that the system has been checked and is fully operational.

Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.

In the event of the registered proprietors not complying with the notice, Council or its authorised agents may enter and carry out specified work, and recover the costs due.

Approved by Strathfield Municipal Council


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Sheet 2 of 2 Sheets

SP84224

Plan of subdivision of Lot 100 in D.P.1150192
covered by Strata Certificate No. SC1508
of

Name Of Person Whose Consent is Required To Release The Positive Covenant Firstly Referred To In The Above-mentioned Plan

Strathfield Municipal Council

Executed by EASTBOURNE DEVELOPMENTS
PTY LIMITED
ABN 73 649 296 401

SOLE Director

by

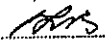
Secretary

Executed by ARIF GROUPS PTY LIMITED
ABN 80 127 499 049

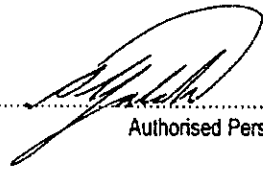
SOLE Director

by

Secretary

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. } BANK OF WESTERN AUSTRALIA LTD
by its Attorneys: }
A.C.N. 050 494 454 by its Attorneys: }
WARWICK JAMES TINGLE }
and }
its duly constituted Attorneys }
under Power of Attorney }
No. 4305 959 dated 10th }
April 2001 who at the date }
hereof had no notice of revocation }
of such Power of Attorney }
in the presence of: }
 }
An Officer of the Bank }
INERO 11/01/02. }

Approved by Strathfield Municipal Council


Authorised Person

REGISTERED  2.9.2010

Form: 15CH
Release: 1.0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AM125804H

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 84224
--

(B) **LODGED BY**

Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L PO BOX 265 HURSTVILLE BC NSW 1481	CODE CH
	Reference: 84224	

- (C) The Owners-Strata Plan No. 84224 certify that pursuant to a resolution passed on 29/11/2016 and
 (D) in accordance with the provisions of Section 141 of Strata Schemes Management Act 2015
 the by-laws are changed as follows—
 (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-law 35
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 As set out in 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. 84224 was affixed on 13/1/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal

Signature:

Name: Brad Wood

Authority: Appointed Strata Manager

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1612

N COAL

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Annexure A Change of By-Laws

Parties: 84224

Dated: 29 November 2016

Special By-Law 35- Levying of Debt Collection Expenses

PART 1 – Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 – Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

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

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

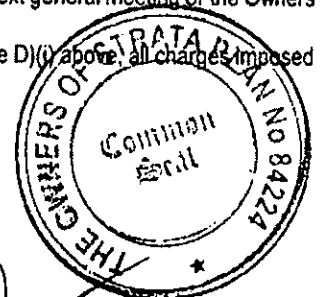
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

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

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





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The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 14/12/2010

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 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 the 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 owners corporation:

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

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 clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot
- (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 used to affix decorative items to the internal surfaces of walls in 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, after it has been installed, in keeping with the appearance of the rest of the building.

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

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



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By-Laws

**Strata Plan 84224
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6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Hanging Out of Washing

Standard By-Laws 10 was repealed by the Owners Corporation on 22/11/2010

11 Preservation of Fire Safety

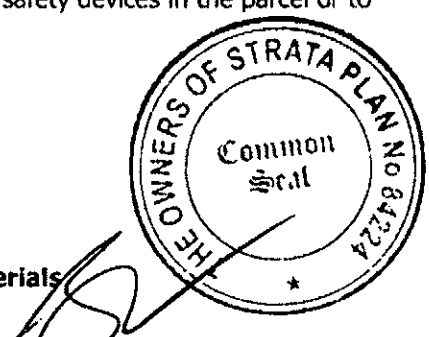
The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Cleaning Windows and Doors

Standard By-Laws 12 was repealed by the Owners Corporation on 22/11/2011

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





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combustion engine.

14 Changes to Floor Coverings and Surfaces

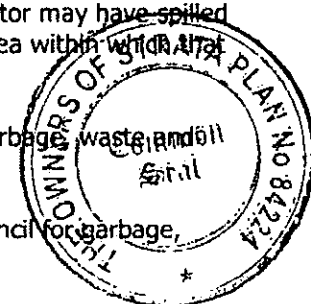
- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed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

15 Floor Coverings

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

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 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 all recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage,





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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

Standard By-Laws 17 was repealed by the Owners Corporation on 17/11/2010

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 other article of a 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) telecommunication 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.

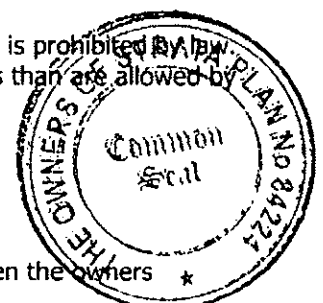
Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

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) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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





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corporation an e-mail address for the service of notices and the document is sent to that address.

The Following are the Special By-laws registered with the scheme.

BL-10 Hanging Out of Washing as amended

Registration Date: 12/01/2012

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

BL-12 Cleaning Windows and Doors as amended

Registration Date: 12/01/2012

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

BL-17 Keeping of Animals as amended

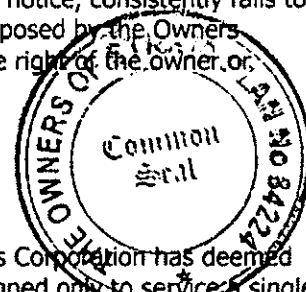
Registration Date: 14/12/2010

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

21 Absolution of Appliance Maintenance

Registration Date: 14/12/2010

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor,





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cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

- (i) Bathroom & Kitchen Exhaust Fans
- (ii) Light Fittings and Down lights
- (iii) Air-Conditioning Apparatus
- (iv) Alarm Systems
- (v) Individual Garage Door Motors
- (vi) Hot Water Heaters servicing only one lot

22 Installation of Foxtel - Units

Registration Date: 14/12/2010

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

23 Access for Inspection of Fire Services

Registration Date: 14/12/2010

A) Definitions

(a) The following terms are defined to mean:

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

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

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

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

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

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections, including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation





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suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to be issued.

E) Right to Remedy Default

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

- i) Carry out all work necessary to perform the obligation;
- ii) Enter upon any part of the parcel to carry out that work; and
- iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

24 Alterations and Additions to Fire Doors

Registration Date: 14/12/2010

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.

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

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

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

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

D) Indemnity

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

E) Right to Remedy Default

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

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

25 Installation of Security Screens

Registration Date: 14/12/2010

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.

2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall





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appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;

3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

26 Service of Documents by Owners Corporation

Registration Date: 14/12/2010

PART 1 - Preamble

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan XXXXX
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

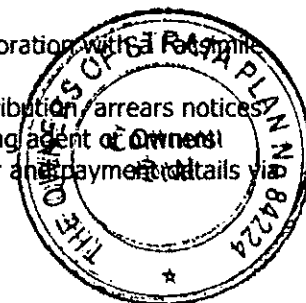
2.2 In this by-law, unless the context otherwise requires:

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

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

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

- (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
- (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;
- (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
- (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.





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3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

27 Preservation of Fire Safety

Registration Date: 12/01/2012

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

28 Changes to Floor Coverings and Surfaces

Registration Date: 12/01/2012

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

29 Delivery of Executive Committee Notices and Minutes

Registration Date: 12/01/2012

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

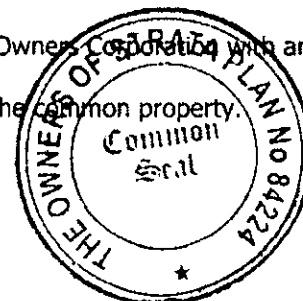
(1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;

(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.

(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

30 Easterly Balcony Lot 48

Registration Date: 12/01/2012





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The owner/s for the time being of lot 48 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated on the plan attached (hereinafter referred to as "the exclusive use area") as a private balcony subject to the following terms and conditions:

- 1.0 the exclusive use area shall only be used as private open space;
- 1.1 the exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 48 at no cost to the Owners Corporation;
- 1.2 the owner/s of lot 48 must pay all costs of maintenance, care and replacement of landscape, paving or other materials used within the exclusive use area without claim on the Owners Corporation; any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owners of Lot 48 at no cost to the Owners Corporation
- 1.3 the owners of Lot 48 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;
- 1.4 no permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the Owners Corporation;
- 1.5 the balcony railings must be undertaken by Balustrade Specialists Ph: 9632 1700 and the tiling to the balcony must be undertaken by the same contractors used for the construction of the strata scheme.
- 1.6 the railings must be certified by an Engineer and the report submitted to the strata manager for compliance.
- 1.7 It is acknowledged that any benefit or burden conveyed by this By-law shall pass to any future owners of lot 48;
- 1.8 In the event that an owner or occupier of lot 48, after notice, fails to comply with any matters set out in conditions (1.0) to (1.9) hereof then the Owners Corporation may terminate the rights granted by this By-Law.
- 1.9 The owners of lot 48 are responsible for all costs involved with the preparation and lodgement of this By-Law.

31 Absolution of Maintenance - Lot Fixtures and Fittings

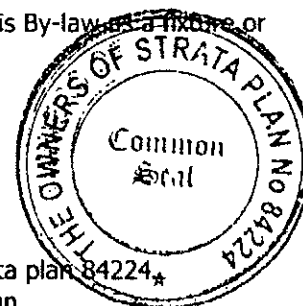
Registration Date: 26/07/2013

PART 1 - Introduction and Intent

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- (e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
 - (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
 - (b) Lot means any lot in the strata plan
 - (c) Owner means the owner of the Lot
 - (d) Owners Corporation means the owners corporation created by the registration of strata plan 84224*
 - (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan





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(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

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

PART 3 - Terms and Conditions

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

3.1 Internal Areas

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

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

3.2 Bathroom, Ensuites and Laundry Areas

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

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

3.3 Kitchen Areas

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

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

3.4 Floor Coverings

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

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to





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the registration of the Strata Plan

- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

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

3.7 Front Door, Balcony Doors, Windows and Garage Area

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

32 Receipt of Electronic Pages

Registration Date: 12/12/2013

PART 1.1 - PREAMBLE

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

PART 1.2 - GRANT OF RIGHT

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 - THIS BY-LAW TO PREVAIL

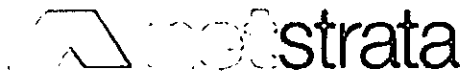
1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.





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- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 84224
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 84224
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 84224

2.2 Interpretation

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

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

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

PART 3 - CONDITIONS

3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:

- (a) the communication is received in accordance with the notice period under the Act;
- (b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
- (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

33 Installation of Child Window Safety Devices

Registration Date: 10/02/2015

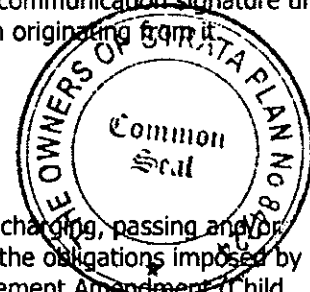
PART 1 - Preamble

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

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful





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authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

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

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

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

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

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

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

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

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

PART 3 - Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

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

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

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

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

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

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

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

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

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

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

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

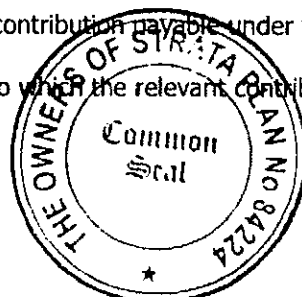
(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

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

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

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

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



34 Installation of Air Conditioners



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Registration Date: 12/01/2016

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

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

35 Levying of Debt Collection Expenses

Registration Date: 13/01/2017

PART 1 - Preamble

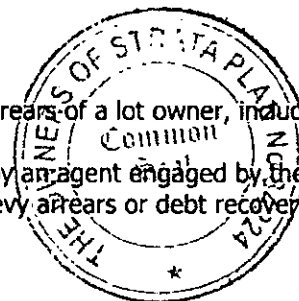
- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive commit for the pursuit of levy arrears or debt recovery against a lot owner.





Tel: 1300 NETSTRATA P.O. Box 265
 Fax: 1300 644 402 HURSTVILLE BC 1481

Strata Plan 84224
37-43 EASTBOURNE ROAD HOMEBUSH WEST

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

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

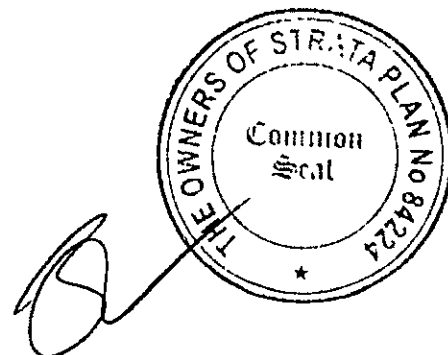
PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.





65 Homebush Road, Strathfield NSW 2135
PO Box 120, Strathfield NSW 2135 | P 02 9748 9999 | F 02 9764 1034
E council@strathfield.nsw.gov.au | www.strathfield.nsw.gov.au | ABN 52 719 940 263

PC750/1617/T
P070037
Ref: MCINTOSH

Manion McCosker Solicitors
Level 5, 60 Pitt St
SYDNEY NSW 2000

Issue Date : 14/03/2017
Receipt No. : 366800
Fee Paid : \$133.00

Address : 17/37-43 EASTBOURNE ROAD HOMEBUSH WEST NSW 2140
Description : LOT 17 SP 84224
Owner : NA & GE MCINTOSH

Fees : Planning Certificate under Section 149(2) - \$53.00
Planning Certificate under Section 149(5) - \$80.00
Urgency fee - \$153.00 (includes GST)

PLANNING CERTIFICATE

Section 149 (2) Environmental Planning & Assessment Act 1979

This certificate refers to the following matters prescribed under s149 (2) of the above Act.

Item 1. Names of relevant environmental planning instruments and development control plans.

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

REPLY: *Strathfield Local Environmental Plan 2012* commenced 29/3/13.
Refer to attachment for relevant State Environmental Planning Policies.

- (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). In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

REPLY: Not Applicable.

- (3) The name of each Development Control Plan (DCP) that applies to the carrying out of development on the land.

REPLY: Refer to attachment for relevant DCPs.

Item 2. Zoning and land use under relevant Local Environmental Plans.

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

- (a) The identity of the zone, whether by reference to a name or by reference to a number.

REPLY: R3 - Medium Density Residential in the Strathfield Local Environmental Plan 2012.

- (b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent.

- (c) The purposes for which the instrument provides that development may not be carried out without development consent.

- (d) The purposes for which the instrument provides that the carrying out of development is prohibited within the zone.

REPLY: Refer to attachment for relevant land use table in the *Strathfield Local Environmental Plan 2012*.

- (e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

REPLY: Yes - Refer to Strathfield LEP 2012 Lot Size Map.

- (f) Whether the land includes or comprises critical habitat.

REPLY: No.

- (g) Whether the land is in a heritage conservation area.

REPLY: No.

- (h) Whether an item of environmental heritage is situated on the land.

REPLY: No.

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

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

REPLY: No

Item 3. Complying Development

- (1) Whether or not 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 (c) and (d) and 1.19 and (e),(2),(3) and (4),1.18(1),(c3) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code

REPLY: Yes - Complying Development under the General Housing Code may be carried out on this land.

Rural Housing Code

REPLY: No – Complying Development under the Rural Housing Code may not be carried out on this land.

Housing Alterations Code

REPLY: Yes – Complying Development under the Housing Alterations Code may be carried out on this land.

General Commercial and Industrial Code

REPLY: Yes – Complying Development under the General Commercial and Industrial Code may be carried out on this land.

Subdivision Code

REPLY: Yes – Complying Development under the Subdivision Code may be carried out on this land.

General Development Code

REPLY: Yes – Complying Development under the General Development Code may be carried out on this land.

Demolition Code

REPLY: Yes – Complying Development under the Demolition Code may be carried out on this land.

Item 4. Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.

REPLY: No.

Item 4A. Certain information relating to beaches and coasts

Strathfield Municipal Council is identified as a coastal council of NSW pursuant to Planning Circular PS-11-001, issued on 24 January 2011, to which the following applies:

In relation to a coastal council:

- (1) Whether an order has been made under part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

REPLY: No - Council records at the date of this certificate do not indicate that the subject land is subject to an order under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

- (2)(a) Whether the council has been notified under Section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

REPLY: No - Council records at the date of this certificate do not indicate that Council has been notified under Section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of the Act) have been placed on the land (or on public land adjacent to that land).

- (2)(b) If works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

REPLY: Not applicable.

- (3) Whether any such information (if any) as required by the regulations under Section 56B of the *Coastal Protection Act 1979* to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

REPLY: No - Council records indicate that Council has not been notified of such information (if any) as required by the regulations under Section 56B of the *Coastal Protection Act 1979* which should be included in the planning certificate.

Item 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 works (within the meaning of Section 553B of that Act).

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*.

REPLY: No - Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject 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).

Item 5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

REPLY: No.

Item 6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*; or
- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council

REPLY: No.

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

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or;
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

REPLY: Yes – Council has adopted by resolution a policy for the management of development on contaminated land. This policy will restrict development of land:

- Which is affected by contamination;
- Which has been used for certain purposes;
- In respect of which there is not sufficient information about contamination;
- Which is proposed to be used for certain purposes;
- In other circumstances contained in the policy.

Refer to Part K – Development on Contaminated Land of the *Strathfield Consolidated Development Control Plan 2005* for more information.

Item 7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

REPLY: No.

Item 8. Land reserved for acquisition

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

REPLY: No.

Item 9. Contributions plans

The name of each contributions plan applying to the land.

REPLY: Strathfield Indirect Development Contributions Plan 2010
(Amended 3 September 2010).

Strathfield Direct Development Contributions Plan 2010
(Amended 27 September 2016).

Item 9A. Biodiversity certified land

Whether or not the subject land is biodiversity certified land?

REPLY: No – Council is not aware that the subject land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*)

Item 10. Bio-banking agreements

Whether or not a bio-banking agreement, has been entered in to the subject land?

REPLY: No – Council is not aware of a bio-banking agreement entered in to the subject land under section 127D of the *Threatened Species Conservation Act 1995*.

Item 11. Bush Fire Prone Land

Whether or not the land is bush fire prone land.

REPLY: No - No land in Strathfield LGA is identified as bush fire prone land as defined in the Act.

Item 12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

REPLY: No.

Item 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 the Council has been notified of the order).

REPLY: No.

Item 14. Directions under Part 3A

Whether or not there is 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 does not have effect, a statement to that effect identifying the provision that does not have effect.

REPLY: No, the site has not been identified as a project on the land under Part 4 of the Act.

Item 15. Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004* applies.

- (a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) The period for which the certificate is current, and;
 - (ii) That a copy may be obtained from the head office of the Department of Planning, and;
- (b) A statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004* that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

REPLY: No – Council is not aware of a current site compatibility certificate (seniors housing) being issued for subject site in respect of the proposed development on the land.

Item 16. Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land, and:

- (a) The period for which the certificate is valid, and;
- (b) That a copy may be obtained from the head office of the Department of Planning.

REPLY: No – Council is not aware of a valid site compatibility certificate (infrastructure) being issued in respect of the proposed development on the land.

Item 17. Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land, and:
 - (a) The period for which the certificate is valid, and;
 - (b) That a copy may be obtained from the head office of the Department of Planning
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

REPLY: No – Council is not aware of a current site compatibility certificate (affordable rental housing) being issued in respect of the proposed development on the land.

Item 18. Paper Subdivision Information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

REPLY: No – Council does not hold any paper subdivision within the meaning of this clause.

- (2) The date of any subdivision order that applies to the land.

REPLY: Not applicable.

Item 19. Site verification certificates

A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

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*.

- (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.

REPLY: No – Council is not aware of a current site verification certificate (Mining, Petroleum Production and Extractive Industries) 2007 (Mining SEPP) being issued in respect of the proposed development on the land.

Item 20. Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes the following additional matters to be specified in planning certificates:

- (a) At the date of this certificate, is the land to which this certificate relates significantly contaminated land?

REPLY: No - Council records as at the date of this certificate do not indicate that the subject land is declared by the Environment Protection Authority to be significantly contaminated land as defined under the Contaminated Land Management Act 1997.

- (b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

REPLY: No – Council records as at the date of this certificate do not indicate that the subject land is subject to a management order.

- (c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

REPLY: No – Council records do not indicate at the date of this certificate that the land to which this certificate relates is the subject of an approved voluntary management proposal.

- (d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

REPLY: No – Council records do not indicate at the date of this certificate that the land to which this certificate relates is subject to an ongoing maintenance order.

- (e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

REPLY: No - Council records do not indicate at the date of this certificate that the land to which this certificate relates is subject of a site audit statement and a copy of such a statement has been provided to the Council.


GEOFF BAKER
PUBLIC OFFICER

Strathfield Development Control Plan(DCP) 2005
Part O -Tree Management

TREE PRESERVATION ORDER

In accordance with the Tree Preservation Order applying to the Strathfield Council area, no tree having a height greater than 4.0 metres or a girth greater than 0.5 metres measured at a point 1.0 metres above ground level, shall be ringbarked, cut down, topped, lopped, removed, injured or willfully destroyed without prior written consent of Council.

NOTE:

- 1) Any person who contravenes or causes or permits to be contravened the provisions of the Tree Preservation Order shall be guilty of an offence.
- 2) **PENALTY:** Section 126 of the Environmental Planning and Assessment Act, 1979

A person guilty of an offence against this Act shall, for every such offence, be liable to the penalty expressly imposed and, if no penalty is so imposed, to a penalty not exceeding \$1,100,000. The Court may also direct that new trees and vegetation be planted and that a security be paid to ensure their establishment.

Strathfield Municipal Council
Residential Zoned Sites

Attachments referred to in Section 149 Certificate

Attachment referred to in Item 1 (1)

SEPP (State and Regional Development) 2011 – published 28.9.11

The aims of this Policy are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure and to confer functions on joint regional planning panels to determine development applications.

SEPP (Affordable Rental Housing) 2009 – published 31.07.09

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP (Exempt and Complying Development Codes) 2008 - gazetted 12.12.08. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Building Sustainability Index) 2004 – gazetted 25.06.04.

This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

SEPP (Housing for Seniors or People with a Disability) 2004 - gazetted 31.03.04.

Encourages the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07

State Environmental Planning Policy No.55 - Remediation of land (gazetted 28.8.98) -

Introduces state-wide planning controls for the remediation of contaminated land. If the land is unsuitable, remediation must take place before the land is developed. The policy defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No.64 - Advertising and Signage - gazetted 16.3.01 aims to ensure that signage including advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of a high quality and design. The policy prohibits advertisements in certain locations and sets controls for advertisements along major roads and waterways. The SEPP was amended in August 2007 regarding outdoor advertising in transport corridors (eg freeways, tollways and rail corridors).

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development - gazetted 26.7.02 and amended 20.12.02 aims to improve the design and quality of residential flat developments. The policy identifies certain performance criteria which must be taken into account when determining an application and also makes provision for Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

SEPP (Temporary Structures) 2007 – gazetted 28.09.07

Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP (Temporary Structures and Places of Public Entertainment) 2007 to SEPP (Temporary Structures) 2007 effective 26.10.09.

SEPP (Major Development) 2005 – gazetted 01.08.05

Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.

SEPP (infrastructure) 2007

Gazetted 21.12.07 - provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

Attachment referred to in Item 1 (2)

Refer to **attachment**

Attachment referred to in Item 1 (3)

Strathfield Consolidated Development Control Plan 2005 Part A- Dwelling Houses and Ancillary Structures.

Strathfield Consolidated Development Control Plan 2005 Part B - Dual Occupancy Developments.

Strathfield Consolidated Development Control Plan 2005 Part C - Multiple Unit Housing (applies to Residential B zone only)

Strathfield Consolidated Development Control Plan 2005 Part E Child Care Centres

Strathfield Consolidated Development Control Plan 2005 Part F - Bed and Breakfast Establishments

Strathfield Consolidated Development Control Plan 2005 Part H - Waste Management

Strathfield Consolidated Development Control Plan 2005 Part I - Provision of Off-Street Parking Facilities.

Strathfield Consolidated Development Control Plan 2005 Part J - Erection and Display of and Advertising Signs and Structures.

Strathfield Consolidated Development Control Plan 2005 Part K - Development on Contaminated Land

Strathfield Consolidated Development Control Plan 2005 Part L - Public Notification Requirements for Development and Complying Development Applications

Strathfield Consolidated Development Control Plan 2005 Part M - Educational Establishments

Strathfield Consolidated Development Control Plan 2005 Part N – Water Sensitive Urban Design

Development Control Plan No. 20 - Parramatta Road Corridor Area (Site Specific DCP) (3.5.06)

Development Control Plan No. 25 - 79 Courallie Avenue, Homebush West (Site Specific DCP) (3.5.06)

***Codes** - Council has adopted codes relating to hospitals and landscaping.

Attachment referred to in Items 2 (d)

Refer to attached "LAND USE TABLE - RESIDENTIAL ZONES"

LAND USE TABLE - RESIDENTIAL ZONES

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that development of housing does not adversely impact the heritage significance of adjacent heritage items and conservation areas.

2. Permitted without consent

Home occupations

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

Zone R4 High Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations

3. Permitted with consent

Boarding houses; Child care centres; Community facilities; Hotel or motel accommodation; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

4. Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures; Water treatment facilities; Wholesale supplies

STRATHFIELD LEP 2012 - EXEMPT AND COMPLYING DEVELOPMENT

The LEP identifies the types of development which are exempt and complying development within the Strathfield Municipality.

Exempt development consists of development that has minimal impact and complies with the set criteria listed in Part 3 of the Strathfield LEP 2012. No development consent is required for exempt development.

Complying development consists of development that is more complex than exempt and does require development consent by either Council or an Accredited Certifier. Development is only complying development if it meets all the specified criteria in Part 3 of the Strathfield LEP 2012.

Details of exempt and complying development can be obtained by contacting the Customer Service Staff on 9748-9999 during business hours.

* * * * *

STRATHFIELD MUNICIPAL COUNCIL

FORM 2

ANNEXURE TO CERTIFICATE UNDER SECTION 149
Environmental Planning & Assessment Act, 1979

Section 149(5) - the following advice on such relevant matters, of which the Council may be aware, affect the land described in Section 149 Certificate.

-
1. The land is affected by a Tree Preservation Order.
-
2. Council's Planning records (search limited to last five (5) years) indicate the following as the last approved use of the property. Details of current approvals are available on written request from the Council. Council does not provide any details of approvals associated with dwelling houses on this certificate.
-
3. This certificate does not contain information relating to the following types of notice:-
 - (a) Section 121K Order (including a Notice to Issue and Order under section 121H) or Contravention Notice relating to any matters under the Environmental Planning and Assessment Act 1979;
 - (b) Any Order (including intention to issue an Order) under section 124 of the Local Government Act 1993.

Details of the above may be obtained by written application to the Council.

The above information has been taken from a search of Council's records but Council cannot accept responsibility for any omission or inaccuracy.

Date: 14/03/2017


GEOFF BAKER
PUBLIC OFFICER



Enquiry ID 2634667
Agent ID 85498644
Issue Date 07 Mar 2017
Correspondence ID 1649256433
Your reference MANIONMCKOSKER
-MCINTOSH

ROSS HAZLETT
DX Box 1078
SYDNEY

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

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
S84224/17	Unit 17, 37-43 EASTBOURNE RD HOMEBUSH WEST 2140	\$163 047

There is **no land tax** charged on the land up to and including the 2017 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue



For more information and services on
land tax
www.osr.nsw.gov.au/taxes/land



1300 139 816*



Phone enquiries
8:30 am - 5:00pm, Mon. - Fri.

* Interstate clients please call (02) 9689 6200.
Help in community languages is available.

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

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

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

Why is the certificate not clear from land tax?

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

How do I clear a certificate?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner should follow the steps shown on the certificate or contact OSR if no instructions are shown.

You should allow 10 working days to process a request.

How do I get an updated certificate?

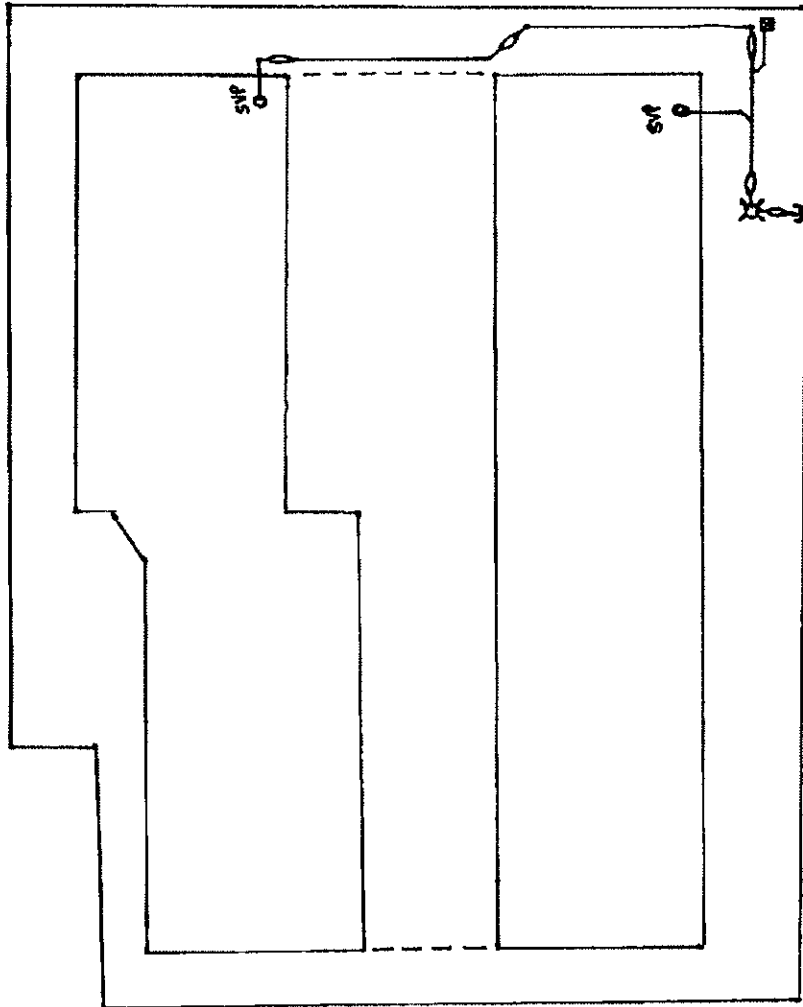
A certificate can be updated by using our online clearance certificate update service at www.osr.nsw.gov.au/taxes/land/clearance or reprocess the certificate through your Client Service Provider (CSP).

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by OSR when assessing land tax.

Details on land tax threshold and rates, as well as the land tax calculator and examples are available at www.osr.nsw.gov.au/taxes/land



EAST BOURNIE ROAD

IMPORTANT NOTE

This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS		INDICATES - PLUMBING FITTINGS & OR FITTINGS	
Manhole	CO Clean out	Bed	ELEC
Chimney	V Vent Pipe	Shr Shower	Pump Unit
Lampole	T, TL Trough laundry	DWM Dishwashing machine	Boundary Valve
Boundary Trap	S Sink (kitchen)	Flv Floor waste gully	Boundary Valve with PRV
Fl	WC Water Closet	CWM Clothes washing machine	Alarm Control Panel
Grass Interceptor	Bn Bath Wash	SB Sink Bar	LP Stop Valve
Greywater Treatment System	H Basin	LS Sink Laboratory	LP Air Valve
Terminal Manhole	AAV Air Admittance Valve	LP Reducer	HSV Flow Monitor
Maintenance Shaft	INDICATES - PLUMBING ON MORE THAN ONE LEVEL	INDICATES - PLUMBING ON MORE THAN ONE LEVEL	Vacuum Chamber
	○ SVP Spot Vent Pipe	○ MS Manhole Shaft	FP Flushout Point

A3 SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF STRATHFIELD
 SUBURB OF HAMBURGH WEST
 STREET EAST BOURNIE

Lot No. House No. 37-43

Signature Date 16.2.10
 Licence No. 323535
 Permit / COC No. 470742
 Signature Date 16.2.10
 Licence No.
 Permit / COC No.
 Signature Date

SCALE: 1 : 300
 SSD Number 203741

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

