

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **Pulse Property Agents** Phone: 02 9525 4666
Suite 304 29 Kiora Road, MIRANDA NSW 2228 Fax: 02 9525 4699
Ref: Ben Pike

Co-agent
Vendor **Aaron Dennis Reardon**
Unit 14, 34 Talara Road GYMEA NSW 2227

Vendor's Solicitor **BK's Conveyancing** Phone: 0403 702 317
62 Croydon Street Cronulla NSW 2230 Fax: (02) 8834 0722
Ref: BK-16/0193

Completion date 42nd day after the contract date (clause 15)
Land **UNIT 14, 34 TALARA ROAD GYMEA NSW 2227**
(Address, plan details and title reference) being Lot 14 in SP9987
Folio Identifier 14/SP9987

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ house ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ none
☐ other:

Attached copies ☐ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

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

Exclusions

Purchaser

Purchaser's solicitor Phone:
Fax:
Ref:

Price
Deposit (10% of the price, unless otherwise stated)
Balance
Contract date (if not stated, the date this contract was made)

Vendor

Witness

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

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

~~Vendor duty is payable~~ ☐ NO ☐ yes in full ☐ yes to an extent
~~Deposit can be used to pay vendor duty~~ ☐ NO ☐ yes
~~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

Strata Management Services NSW – 29 Croydon Street, Cronulla NSW 2230

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input checked="" type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input checked="" type="checkbox"/> 24 property certificate for strata common property <input checked="" type="checkbox"/> 25 plan creating strata common property <input checked="" type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

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

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -
 19.1.1 only by *serving* a notice before completion; and
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
 'change', in relation to a scheme, means -
 • a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 • a change from a development or management contract or statement set out in this contract; or
 • a change in the boundaries of common property;
 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the property' includes any interest in common property for the scheme associated with the lot;
 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
 23.5.1 a regular periodic contribution;
 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 • a proportional unit entitlement for the lot is not disclosed in this contract; or
 • a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner -

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Condition forming part of this contract

Dated:.....

between: (‘vendor’)

and: (‘purchaser’)

Inconsistency and Severability

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

Purchaser’s Acceptance of Discharges and Withdrawals

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

Whole of Agreement

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

Incapacity of Parties

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

Interest payable on Delayed Settlement

- 34.1 If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified on page 1 hereto and provided such delay is not due to the default of the Vendor (then in addition to all other remedies available to the Vendor):
- (a) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of ten percent (10%) per annum computed from the said specified completion date until the date of payment to the Vendor, both dates inclusive; and
 - (b) notwithstanding the provisions of any special condition herein all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone.
- 34.2 The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre-estimate of the Vendor's damages and is not a penalty clause.

Length of Notice to Complete

35. In addition to the rights set out in this Contract for Sale of Land the Purchaser agrees that in the event that this Contract is not completed within the time prescribed in Clause 15 then at any time thereafter the Vendor shall be entitled to give the Purchaser a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the Vendor shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.
- 35.1 In addition the Purchaser shall pay the sum of \$350.00 plus GST to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.
- 35.2 In the event that the Vendor issues a notice to complete on the Purchaser and therewith or subsequently thereto but prior to the date fixed for completion in such notice serves a statement of the Vendor's calculation of the adjustments of rates and other adjustments to be made pursuant to this Contract then apart from any manifest error such adjustments shall be deemed to be correct unless not less than twenty four (24) hours prior to the date fixed for completion, the Purchaser serves on the Vendor a statement setting out the Purchaser's calculation of adjustments to be made pursuant to the Contract and setting out those matters in respect to which the Purchaser

disputes the adjustments made by the Vendor and the reasons for the matters disputed.

Condition of Property / Improvements

36. The Purchaser warrants to the Vendor that:-

- (a) the Purchaser enters into this Contract solely in reliance upon his own inspections of the property and improvements or inspections made on the Purchaser's behalf and not in reliance on any statement of the Vendor or anyone on the Vendor's behalf;
- (b) no-one on the Vendor's behalf has made any representation with respect to the condition of the property; and
- (c) the Purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

Purchaser's Representations, Warranties and Acknowledgements

37.1 The Purchaser represents and warrants that:

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

depreciation of any plant or equipment in the building or in connection with the cost of construction of the building.

- (f) The Purchaser acknowledges that any promotional material, advertising material, and the like which the Purchaser may receive from any person in respect of the property will not form part of this Contract and the Purchaser can not rely on such material and will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respect to any matter arising from such material.

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

Each Clause Severable

38. Each clause, sub-clause and further condition of the conditions of this Contract shall be severable from each other clause, sub-clause and further condition and the invalidity or unenforceability of any clause, sub-clause or any further condition for any reason, shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or further condition.

Rescission of Contract for Breach of Warranty

39. Should the Purchaser elect to rescind this Contract on the basis of a breach by the Vendor of the warranty prescribed within Clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulation 2005, then the provisions of Clause 19 of this Contract shall apply.

In the event that the Purchaser elects not to rescind this Contract by reason of any such breach, then the Purchaser agrees to proceed to completion of this Contract and to waive any right or claim to damages, costs or expenses which, but for this further condition, might arise in favour of the Purchaser as a consequence thereof.

For the purposes of this further condition, Clause 19 of this Contract is amended in the following respects:

- * Clause 19.2.3 is deleted
- * The word "otherwise" is deleted from Clause 19.2.4

Warranty Regarding Agency

- 40.1 The Purchaser represents and warrants that it was not introduced to the property or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the Vendor other than the Vendor's agent named in this Contract. If any real estate agent other than the Vendor's Agent makes a claim and successfully recovers any commission or fee from the Vendor by establishing that he introduced the Purchaser to the subject Property or to the Vendor the Purchaser will reimburse to the Vendor the amount of any such commission or fee and all legal costs and disbursements incurred by the Vendor as a result of the

breach of the warranty herein contained and the provisions of this Special Condition shall not merge upon completion hereof.

- 40.2 The Purchaser acknowledges that any entity referred to as Vendor's Agent was employed only to find a Purchaser and was given no authority (and no employee of that entity was given authority) to make statements as agent of or in any other way binding on the Vendor, whether orally in writing, by advertisement or otherwise. Furthermore, communications to that entity do no amount to communications to the Vendor.
- 40.3 The Purchaser represents and warrants that it did not rely upon any representations or warranties made by any real estate agent in entering into this Contact and this Contract is the sole agreement reached between the Vendor and Purchaser.
- 40.4 The Purchaser represents and warrants that any representations or warranties made by any real estate agent is solely for the purpose of introducing the Purchaser to a property only and the Contract the contains all representations or warranties made by any real estate agent.

Amendment to Standard Contract for Sale of Land

41. The Contract shall be amended by:-

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

"an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
- (b) The deletion of the word "Normally" from Clause 4.1.
- (c) Clause 7.1.3: Replace the words "14 days" with the words "7 days".
- (d) Clause 7.2.1: Replace the amount "10%" with the amount "1%"
- (e) Clause 8.1: Delete the words "on reasonable grounds".
- (f) Clause 10.1: Replace the first line with "The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of"
- (g) Clause 10.1.9: Replace the word "substance" with the word "existence".
- (h) Deletion of clause 14.4.2
- (i) Deletion of the words "plus another 20% of that fee" at the end of Clause 16.5.
- (j) the deletion of Clause 16.8.

- (k) the deletion of Clause 23.6 and 23.7
- (l) Clause 23.9.1 is amended by deleting "1%" and replacing it with "10%"
- (m) Deletion of Clause 24.1.

Credit

42. The Purchaser warrants to the Vendor that either:-

- (a) the Purchaser does not require credit in order to complete this Contract; or
- (b) the Purchaser has obtained credit, upon reasonable terms, and in a sufficient amount to enable completion of this Contract.

and the Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract.

For the purposes of this further condition, the word "credit" has the same meaning as that ascribed to it by Section 4(1) of the Consumer Credit (New South Wales) Code.

Goods and Services Tax (GST)

43 Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:

43.1 The Purchaser warrants that the subject property will be used by the Purchaser predominantly for residential accommodation.

43.2 This warranty shall not merge on completion.

43.3 If the Purchaser breaches this warranty the Purchaser will indemnify the Vendor in relation to any liability for goods and services tax, interest and penalties thereon which the Vendor may have by reason of the supply of the property being a taxable supply within the meaning of Section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

Zoning Certificate

44.1 The Purchaser acknowledges the Vendor's specific disclosure in the Section 149 Certificate of the Environmental Planning instruments which affect the property and the Purchaser represents and warrants that it has inspected the Planning instruments (and draft Environmental Planning instruments, if applicable) and any document or provision incorporated in or created under them and is aware of all restrictions and prohibitions contained in those instruments.

44.2 Where the information, express or implied, contained in the Section 149 Certificate is inconsistent with the disclosure in the preceding clause then the

disclosure in the preceding clause above shall prevail to the extent of any inconsistency.

Purchaser acknowledgements

45. Subject to s.52A of the Conveyancing Act and Regulations thereto the Purchaser acknowledges and agrees that no objection requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind this Contract or delay completion by reason of, any latent or patent defect or any of the following matter:
- (a) the presence on the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service.
 - (b) Any non-compliance with the Local Government Act 1993 by improvements on the property;
 - (c) Any roof or surface water drainage connected to the sewers;
 - (d) The presence of any environmental hazard or contamination on, within, from and to the property.
 - (e) The services referred to in Clause 10.1.2, the lack of rights or easements for the services or the lack of any services.

Sewerage Service Diagram

46. Annexed to the Contract is a copy of the sewerage service diagram currently available from Sydney Water in respect of the subject property. The Vendor discloses and the Purchaser acknowledges being aware of the said diagram. The Purchaser will not make any objection requisition or claim for compensation in respect of the accuracy or completeness of the said diagram.

Stamp Duties

47. The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

Release of the Deposit

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

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to

release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his solicitor requiring the release of the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

Deposit

49. Deposit less than 10%

In the event that the Purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the Vendor becomes entitled to forfeit the deposit in accordance with Clause 9 hereof the Vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the Vendor herein contained or otherwise to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and 10% of the Purchase Price and the provisions of this Special Condition shall not merge upon completion hereof.

49.1 Acceptance of part deposit under a cooling off period

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

Transfer

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

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

51.

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

Signature of Director

Signature of Director

Name of Guarantor

Name of Guarantee

Address of Guarantor

Address of Guarantor

Cancelled or Re-scheduled Settlement

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

Service of Documents

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

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

(b) The time of dispatch:

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

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

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

Caveat

54. Prior to completion, the Purchaser shall not lodge or cause to be lodged a caveat on the title to the Land or Property.

The Purchaser shall not be entitled to make any objection or requisitions, delay completion, rescind or terminate or claim for compensation in relation to the above.

Attachment of Documents

- 55.1 The Purchaser acknowledges that if before the Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's Solicitor or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching those documents or copies did so as the agent of the Vendor.
- 55.2 Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2005, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

Swimming Pool

56. If there is a swimming pool situated on the property and the fencing around the pool (if any) does not comply with the requirement of the Local Council or any other competent authority, no objection requisition or claim for compensation may be made by the Purchaser in respect of such non-compliance or because of the failure or refusal of the Local Council to issue a building certificate or any other approval on account of such non-compliance.

FIRB Approval to Sell to Foreign Interests. (Delete whichever Special Condition is inapplicable)

- 57.
- (a) The Purchaser warrants that if the Purchaser is a natural person that is ordinarily resident in Australia and whether the Purchaser is a natural person or corporation that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) DOES NOT apply to the Purchaser or to this purchase as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 29 September 1985. In the event that the said Act applies to the Purchaser and to this transaction in breach of the warranty contained in this clause, the Purchaser agrees to indemnify and 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. This warranty and indemnity shall not merge on completion.
- (b) The Purchaser warrants that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) DOES apply to the Purchaser or this purchase. The Purchaser shall do all things as may be required under the said Act to satisfy any requirements pursuant to that Act or any other requirement of the Foreign Investment Review Board and shall keep the Vendor advised in relation to all such matters. Failure by the Purchaser to comply with this requirement shall constitute an essential breach of the Contract.

Governing Law

58. This Contract is governed by and must be construed according to the laws of New South Wales.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 14/SP9987

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
3/2/2016	2:00 PM	2	13/6/2014

LAND
-----LOT 14 IN STRATA PLAN 9987
AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE

AARON DENNIS REARDON (T AI652246)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP9987
- 2 AI652247 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 3/2/2016

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

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP9987

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
3/2/2016	2:00 PM	3	20/11/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 9987
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP9987

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 9987
ADDRESS FOR SERVICE OF NOTICES:
34 TALARA ROAD
GYMEA 2227

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA
SCHEMES MANAGEMENT ACT 1996
- 3 C174600 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 4 AH460840 CHANGE OF BY-LAWS
- 5 AI186652 CHANGE OF BY-LAWS
- 6 AJ998327 CHANGE OF BY-LAWS
- 7 AJ998328 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 84)

STRATA PLAN 9987

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 3/2/2016

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COUNCIL'S CERTIFICATE

The Council of the City of Sydney, being the local authority for the City of Sydney, has received from the Registrar of Companies a copy of the Memorandum and Articles of Association of the company named above, and has approved the same.

The company is a public company.

The company is a company limited by shares.

The company is a company limited by guarantee.

The company is a company limited by a combination of shares and guarantee.

The company is a company limited by shares and has a share capital of £100,000 divided into 100,000 shares of £1 each.

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PLAN OF LOT 8, D.P. 338171

STRATA PLAN 9987(E)

Registered: 10/10/1975

N° STA 51/74 OF 14-4-1975

Purpose: STRATA PLAN

Ref. Map: SUTHERLAND SH.16

Last Plan: DP 338171, (D.P. 1660*)

Name/Shire: SUTHERLAND Locality: CYMEA

Parish: SUTHERLAND County: CUMBERLAND

Reduction Ratio 1: 500 Lengths are in metres

Name of, and address for service of notices on, the body corporate
* Address required on original strata plan only.
THE PROPRIETORS STRATA PLAN N° 9987
N° 34 TALARA ROAD, CYMEA. 2227

Signatures, seals and statements of intention to create instruments or restrictions as to land.

THE SEAL OF LARBITA INVESTMENTS PTY. LIMITED was

HEREIN DULY AFFIXED UNDER THE AUTHORITY

OF A RESOLUTION OF THE BOARD IN THE

PRESENCE OF

SECRETARY

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

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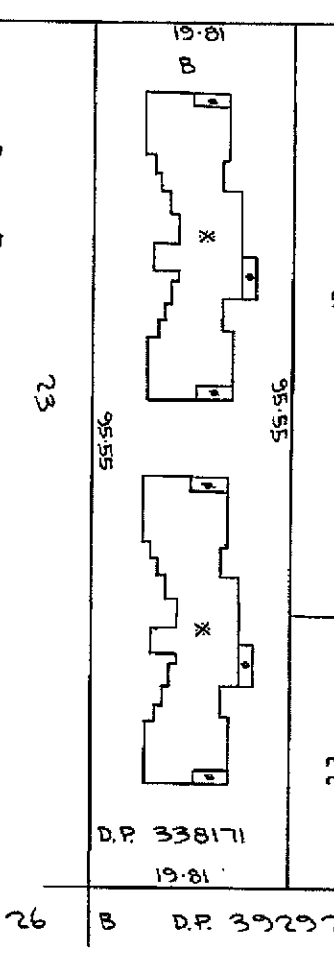
DIRECTOR

SURVEYOR'S REFERENCE: 445/2971

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

TALARA ROAD



* THREE STOREY BRICK BUILDING N° 34 'BUNDARA' * BALCONY

Plan Drawing only to appear in this space

26 00 81 513

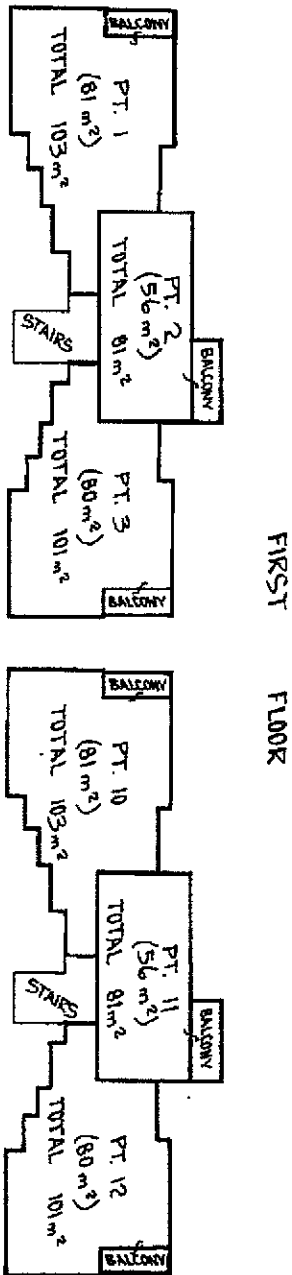
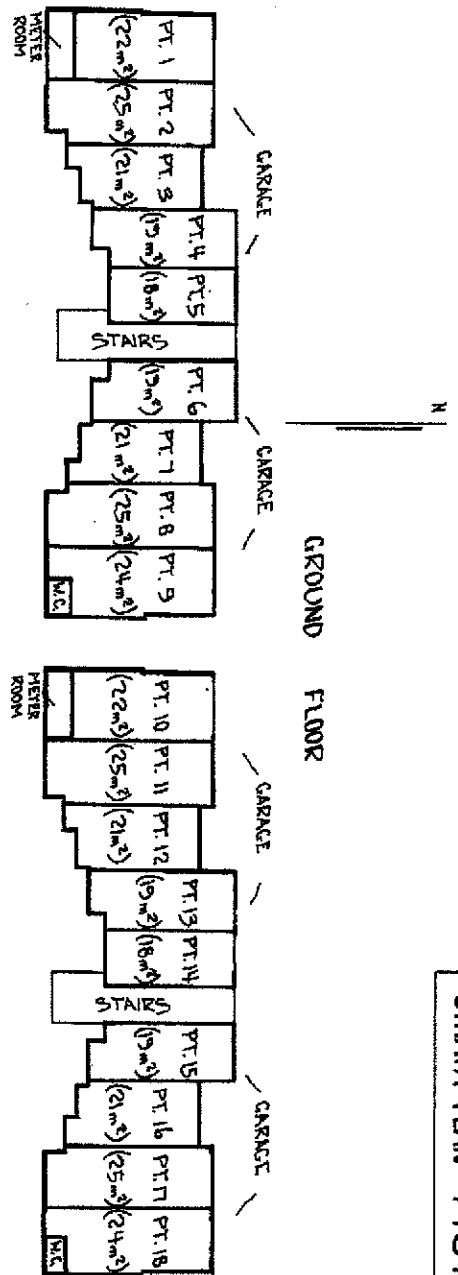
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 3 Sheets

STRATA PLAN 9987

SCHEDULE OF UNIT ENTITLEMENT	
LOT No	UNIT ENTITLEMENT
1	5
2	4
3	5
4	5
5	4
6	5
7	5
8	4
9	5
10	5
11	4
12	5
13	4
14	5
15	5
16	4
17	5
18	4
AGGREGATE	64



AREAS ARE APPROXIMATE AND INCLUDE APPURTENANT BALCONIES

Reduction Ratio 1: 250

Lengths are in metres



Geoffrey C. Johnson
 Registered Surveyor

A.S. Birn
 Strata Plan 9987

Surveyor's Reference: 415/25711

2/5 10pp 92

OFFICE USE ONLY

26 889 3/3

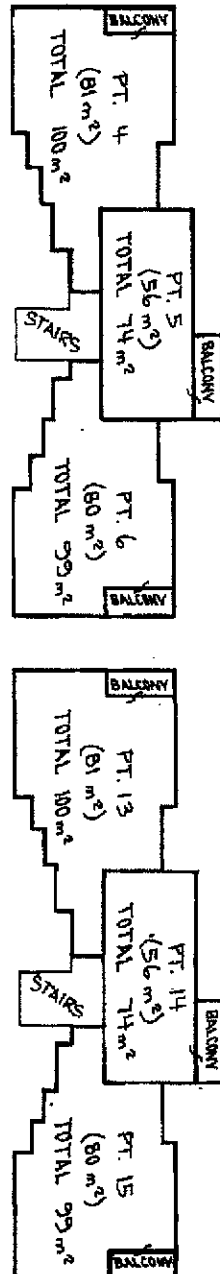
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

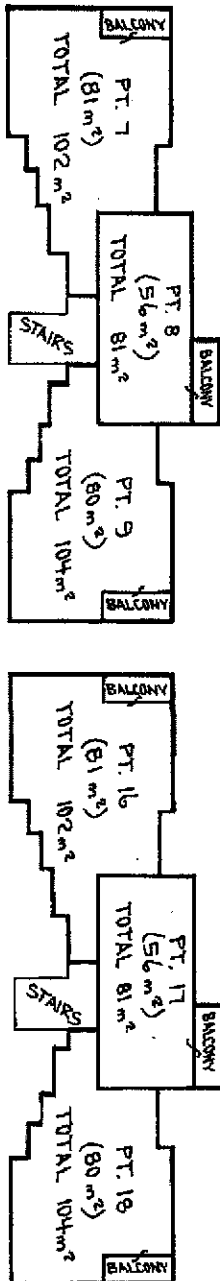
Sheet No. 3 of 3 Sheets

STRATA PLAN 9987

SECOND FLOOR



THIRD FLOOR



1. AREAS ARE APPROXIMATE AND INCLUDE APPURTENANT BALCONIES.
2. BALCONIES ON THIRD FLOOR NOT ROOFED ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE EAVES WHICH PARTLY OVERHANG THEM.

Reduction Ratio 1: 250

Lengths are in metres



Jeffrey C. Jones
 Registered Surveyor

A. S. Birn
 Council Clerk STA 51/74

SUBV/TOR/REFERENCE: 445/2571

26 889 3/3

OFFICE USE ONLY

MEMORANDUM OF TRANSFER.

C174600

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1890 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of TWO HUNDRED AND SIXTY SEVEN POUNDS TEN SHILLINGS/ paid by EDWARD WILLIAM THACKER of Miranda Gardener to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Edward William Thacker All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the fifth day of November 1925 Registered Volume fol. 57 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 117868 from the Holt Sutherland Estate Company Limited to Edward Thacker And doth also transfer to the said Edward William Thacker all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. 117868 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustees for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

3469, B

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said **Edward William Thacker** may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 117868 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50800 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *Seventh* day of *April* 1933.

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

Marjorie Small
Secretary

Frederick L. Smith
Robinson } *Directors*

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

SIGNED in my presence by the said

EDWARD WILLIAM THACKER
personally known to me—

who is

Edward W. Thacker

John
John B. Henry
John Henry

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 841

10th April 1933.

Received from Edward William Thacker Esq.
the sum of Two hundred and fifty seven pounds ten
shillings, being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. 47868 dated 10 February 1931.

from the HOLT SUTHERLAND CO. LTD. to Edward
Thacker
and part of the land comprised in Memorandum of Lease
registered No. 50000.

W. Benwick P. Accountant.
W. Benwick Cashier.

C174600

No. *3521*
Memorandum of Transfer of
Lot 40 of sec 13 and
lots 3 to 7 inc and lot 28
of sec 17 in Rep. Plan No 1660
Shire of Sutherland
St of Sutherland
(Reserving coal etc)

Lodged by

MINTER, SIMPSON & Co.,
SYDNEY.

THE HOLT SUTHERLAND COMPANY LIMITED.

Transferor.

Edward William Thacker Transferee.

Particulars entered in the Register Book, Vol. 3796

Folio 137 on Lease No 50990

the *2nd* day of *June*, 19*22*,
at *11* minutes *11* o'clock



for noon.

Roy W. Aris

Registrar General.



	DATE	INITIALS
SENT TO SURVEY BRANCH	11/5/22	CH
SENT FROM RECORDS	11/5/22	CH
NOT WRITTEN	11/6/22	CH
NOT EXAMINED	11/6/22	CH
GRAM COMPLETE	11/6/22	CH
GRAM EXAMINED	11/6/22	CH
NOT FORWARDED	11/6/22	CH
SUPT. OF ENCLOSURES	11/6/22	CH
CANCELLATIONS CLERK	11/6/22	CH

VOL. 4579 P. 38

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

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



AH460840G

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/SP9987

(B) **LODGED BY**

Document Collection Box 1011N	Name, Address or DX and Telephone 1237237 R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: mR Tel: 9544 1520 Fax: 9523 3732	CODE CB
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(C) The Owners-Strata Plan No. 9987 certify that pursuant to a resolution passed on 20 January 2012 and in accordance with the provisions of Section No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

As per Annexure 'A' attached



(F) The common seal of the Owners-Strata Plan No. 9987 was affixed on 15 November 2012 in the presence of—

Signature(s): K K

Name(s): Ms K Hatton- Strata Managing Agent

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

Annexure 'A' – Strata Plan 9987
34 Talara Road, Gymea

Special By-Law 2 – Various Additlons and Alterations

That by Special Resolution pursuant to Section 52 of the Strata Schemes Management Act 1996 ("The Act") the additions are made with the following conditions:

1. The owners for the time being of lots comprised in the Strata Plan shall be entitled to the right of exclusive use and enjoyment of the following items of Common Property which are attached to each and every lot that is listed on the registration Schedule 'B' – Alteration and Additions
2. Such owners or occupiers shall be severally responsible for the property maintenance and the keeping in a state of good and serviceable repair of each one of the items listed on the registration Schedule 'B' – Alteration and Additions, and are liable to pay for their maintenance and repair
3. Where the owners or occupiers of those lots are liable under this By-Law to pay money either to the Owners Corporation or directly or any other person for or towards the maintenance or repair of such item of Common Property referred to herein, then such money (being the actual cost incurred by the maintenance or repair for such item) shall be paid to the Owners Corporation or directly to the person
4. The Owners Corporation shall be notified by an owners or occupier of any maintenance or repair requirements which depart from the regular maintenance and shall seek written approval from the Owners Corporation, which shall not be unreasonably withheld, to carry out maintenance or repair which would substantially change the original condition of an item
5. In the event that the Owners Corporation, after inspection, decides that a particular lot has not been properly maintained or kept in a state of good and serviceable repair, all or any of the listed items, it shall notify such owner or occupier and allow 14 days for the maintenance or repair to be carried out. In the absence of such action at the end of such period then the Owners Corporation may carry out necessary maintenance and repair and the cost thereof shall be payable by such owner or occupier to the Owners Corporation.

ATTACHED REGISTRATION SCHEDULE 'B'



STRATA PLAN 9987
34 Talara Road, Gymea NSW 2227

REGISTRATION SCHEDULE 'B'

Listed hereunder are the items for which the individual owners of lots are responsible for the maintenance, repair and replacement. These additions/alterations were made to the original common Property.

Where structural damage to any Common Property is the result of such alterations/additions whether internal or external the owner may become liable for the cost of rectification. However, such items may be covered under the Owner's Corporation's Building Insurance Policy, subject to assessment by the Insurer.

Unit 13

- Alterations and additions as per Engineer's Report "Annexure B"



ANNEXURE "B"

RICHARD WEBER - ENGINEER
ACN 114 102 617
ABN 63 627 121 014
BN 98 140 515

40 Phoenix St
Lane Cove NSW 2066
Tel: 02 9427 1501 Mob: 0400 77 00 68
Email: rweber@bigpond.net.au

10 Nov 11

The Owners (Body Corporate)
Strata Plan 9987
34 Talara Rd Gymea

Strata Mngt Services P/L
Ben Gibson - Strata Manager
via email: bgibson@mrstrata.com.au

Cameron Stewart
13/34 Talara Rd
Gymea NSW 2227
via email: cameron@tapitplumbing.com.au

Proposed Alteration Work
13/34 Talara Rd Gymea

As an experienced civil/structural engineer, I am writing to provide advice in relation to the proposed alteration shown on the attached dwg S100 - which shows where the owner at 13/34 Talara Rd proposes to remove walls as part of alterations to his unit.

The unit is located on level 2 (i.e. there is 1 floor above the unit). The walls to be removed are 110mm brickwork. The floor above (to be supported) is a 150mm reinforced concrete construction.

The proposed work is structurally feasible, provided that the replacement structural beam and column work is built in accordance with my design and construction method (to be provided).

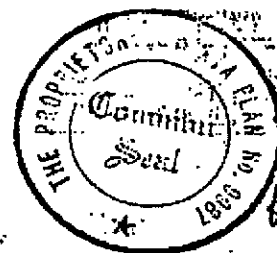
I will provide a certificate in relation to the work, on completion.

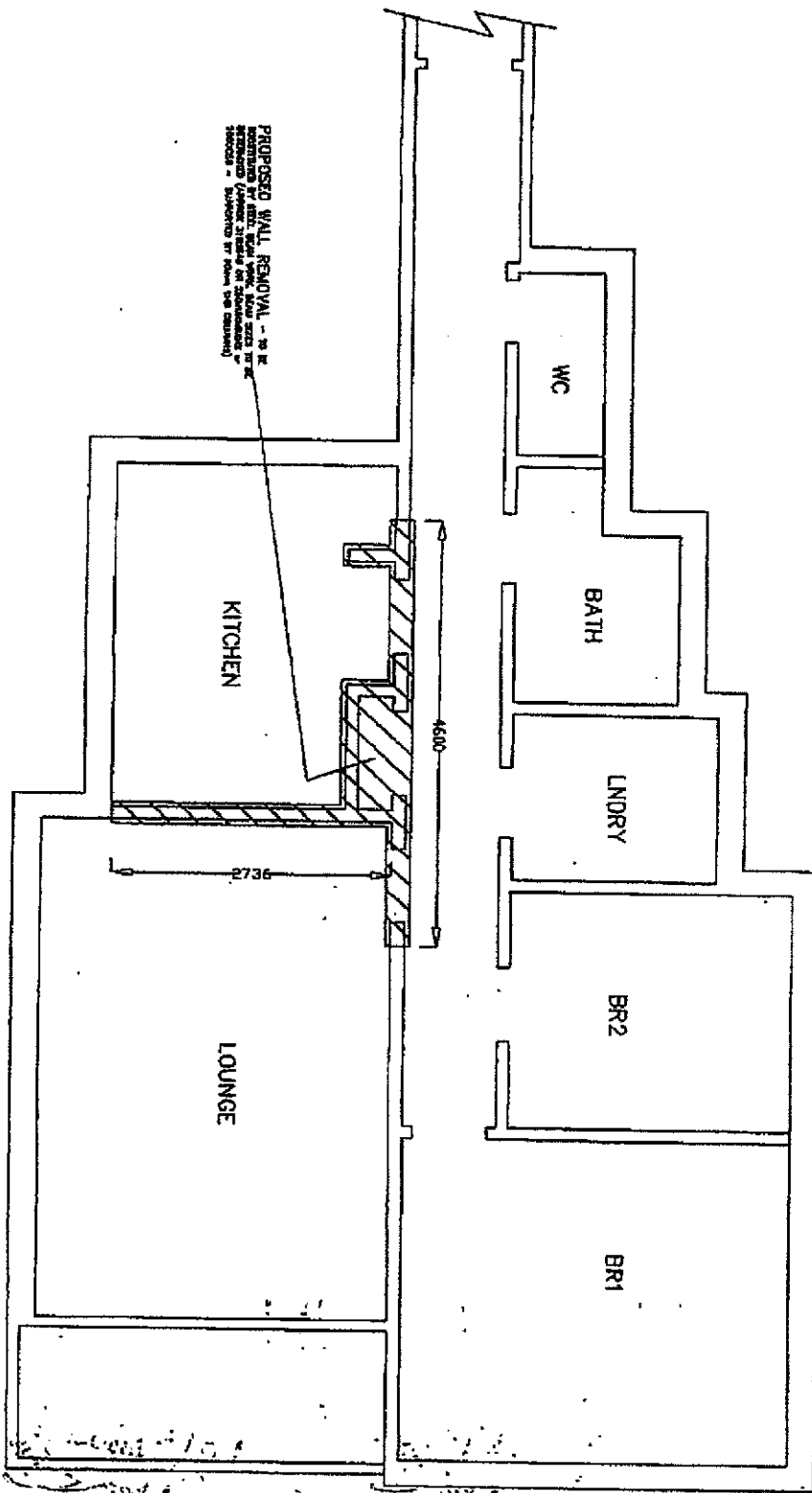
Richard Weber
Chartered Prof Engr (Civ/Struct) NPER IEAust Reg No.189528

emails: rweber@bigpond.net.au
richard.weber@sydney.edu.au (Sydney Uni Civil Engr School)

Tel 94271501 Mob 0400770068
ABN 63 627 121 014 ACN 114102617

Attachment
Dwg S100 - Showing location of proposed works.



[illegible]

Form: 15CB
Release: 3-2

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act 1
Real Property Act 1900



AI186652K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar 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 / 9987		
(B) LODGED BY	Document Collection Box 1011N	Name, Address or DX, Telephone, and Customer Account Number if any R.D. & S.J. Williamson G.P.O. Box 2747 SYDNEY 1043 - DX 439 SYDNEY Ph: 9544 1529 Fax: 9523 3732 Reference: MR	CODE CB

- (C) The Owners-Strata Plan No. 9987 certify that pursuant to a resolution passed on 14 October 2013 and
(D) in accordance with the provisions of _____
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

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

A notice or document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours'.



- (F) The common seal of the Owners-Strata Plan No. 9987 was affixed on 25 October 2013 in the presence of—

Signature(s):

Name(s): Andrew Gavin

Strata Managing Agent

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

Form: 1SCB
Release: 3-2

CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional



AJ998327T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. 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/SP9987

(B) LODGED BY

Document Collection Box <i>1011N</i>	Name, Address or DX, Telephone, and Customer Account Number if <i>123723 T</i>	R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel. 9544 1520 Fax: 9523 3732	CODE CB
	Reference: <i>MR</i>		

(C) The Owners-Strata Plan No. 9987 certify that pursuant to a resolution passed on 19 October 2015 and

(D) in accordance with the provisions of Section 47 of the Strata Management Schemes Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special Bylaw 3

Amended by-law No. NOT APPLICABLE

as fully set out below:

Absolution of Lock Maintenance By-Law

Pursuant to Section 62 (3), the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) or any closing mechanism attached to a door on the boundary of any part of an owner's lot within the Strata Scheme.



(F) The common seal of the Owners-Strata Plan No. 9987 was affixed on 29 October 2015 in the presence of—

Signature(s):

[Signature]

Name(s):

Amy Cooper

Strata Managing Agent

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

N

Form: 15CB
Release: 32

CHANGE OF BY-LAWS

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



AJ998328R

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act 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/SP9987

(B) **LODGED BY**

Document Collection Box 1011N	Name, Address or DX, Telephone, and Customer Account Number if any 1237237 R. D. & S. J. WILLIAMSON LEGAL & TITLE SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: MR Tel: 9544 1520 Fax: 9523 3732	CODE CB
---	---	-----------------------

(C) The Owners-Strata Plan No. 9987 certify that pursuant to a resolution passed on 19 October 2015 and
(D) in accordance with the provisions of Section 52 of the Strata Management Schemes Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special Bylaw 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

As per Annexure A



(F) The common seal of the Owners-Strata Plan No. 9987 was affixed on 29 October 2015 in the presence of—

Signature(s):

Name(s): Amy Cooper Strata Managing Agent

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

Special By-Law – Compensation to Owners Corporation

A) Definitions

- i) The following terms are defined to mean;
 - 'Costs' include any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or Lot owner.
 - 'Lot' means any Lot in the Strata Plan.
 - 'Occupier' means the Occupier of the Lot.
 - 'Owner' means the Owner/s if the Lot.
 - 'Owners Corporation' means the Owners Corporation created by the registration of the Strata Plan.
 - 'Owners Corporation's Agents' mean the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
 - 'Owner's Agents' means any real estate agent, property manager or any other contractor engaged by a Lot Owner or the Occupier of the Lot or visitors to the Lot.
 - 'the Act' means the Strata Schemes Management Act 1996.
 - 'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

- i) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any works performed on Lot property that is charged to the Owners Corporation by the Owners Corporation's Agents or the Lot Owner's Agents.
- ii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
- iii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation for issuing a Notice to Comply with a By-Law, successfully defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation's Agents.
- iv) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation in relation to false fire alarms caused by the Owner, Occupier, invitee or Owner's Agents of the Lot.
- v) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for removing any rubbish or dumped items on common property by a Lot Owner, Occupier or Lot Owner's Agent.
- vi) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for an after-hours emergency call-out when it is deemed by the Owners Corporation's Agents that the call was not an after-hours emergency and could have been dealt with the following business day during business hours.

Annexure "A"

- vii) Any costs imposed upon a Lot Owner in sub-clauses B) i), ii), iii), iv), v) & vi) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.
 - viii) In the event that a Lot Owner believes a charge imposed upon them pursuant to this By-Law is unjust, the Lot Owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
 - ix) In the event the Owners Corporation rejects a request made by a Lot owner pursuant to sub-clause B vii) above, all charges imposed by this By-Law shall stand.
- c) Rights, Powers and Obligations of the Owners Corporation
- The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a Lot Owner as a debt by way of a levy charged to that 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; and
 - v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Sutherland

No. 642696

SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R.V. Reflex Valve	I.P. Induct Pipe	Ben. Basin
■ Pit	— Cleaning Eye	M.F. Mice Flap	Shr. Shower
■ G.I. Grease Interceptor	○ Vert. Vertical Pipe	T. Tube	W.I.P. Wrought Iron Pipe
■ Gully	○ Y.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
■ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
■ R.S. Reflex Sink	D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

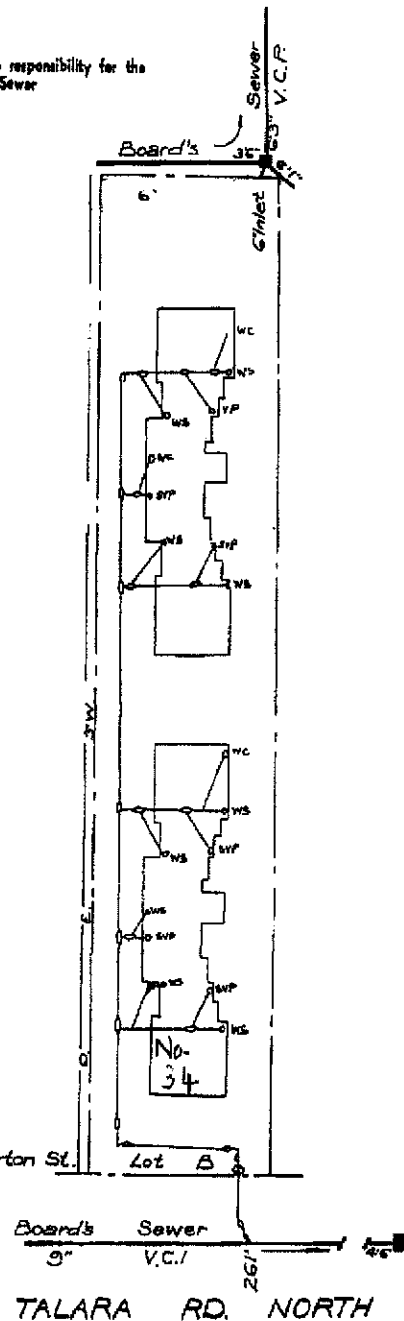
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

For Engineer House Services

Detail Sheet N° 7843

Micro N° 340 351

B.T.N.R.



Abt. 220' from
Warburton St.

Board's Sewer
3" V.C.I.
26' 4"

TALARA RD. NORTH

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



Please reply to:

General Manager
Locked Bag 17,
Sutherland NSW 1499
Australia

Tel 02 9710 0333

Fax 02 9710 0265

DX 4511 SUTHERLAND

Email ssc@ssc.nsw.gov.au

www.sutherlandshire.nsw.gov.au

ABN 52 018 204 808

Office Hours

8.30am to 4.30pm

Monday to Friday

Applicant:

Bks Conveyancing
Po Box 1100
CARINGBAH NSW 1495

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

Certificate no:	e149:16/0418	Delivery option:	
Certificate date:	03/02/2016	Your reference:	reardon

Property:

Lot 14 S/P 9987
14/34 Talara Road GYMEA NSW 2227

Zone:

Sutherland Shire Local Environmental Plan 2015
Zone B2 Local Centre

Notes:

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

Disclaimer:

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

INFORMATION PURSUANT TO SECTION 149(2), ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

1. Names of relevant instruments and DCPs

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

Sutherland Shire Local Environmental Plan 2015

- * Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: Basix) 2004.
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009

- * SEPP No. 19 – Bushland in Urban Areas.
- * SEPP No. 21 – Caravan Parks.
- * SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).
- * SEPP No. 33 – Hazardous and Offensive Development.
- * SEPP No. 39 – Spit Island Bird Habitat.
- * SEPP No. 50 – Canal Estates.
- * SEPP No. 55 – Remediation of Land.
- * SEPP No. 62 – Sustainable Aquaculture.
- * SEPP No. 64 – Advertising and Signage.
- * SEPP No. 65 – Design Quality of Residential Flat Development.
- * SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).
- * SEPP (Major Development) 2005.
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007.
- * SEPP (Infrastructure) 2007.

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

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

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

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

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

2. Zoning and land use under relevant LEPs

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

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

Sutherland Shire Local Environmental Plan 2015 Zone B2 Local Centre

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation;

Any other development not specified in item (b) or (d)

- (d) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrip; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training

facilities; Jetties; Marinas; Open cut mining; Resource recovery facilities; Rural industries; Rural worker's dwellings; Sewage treatment plant; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal facilities; Water recycling facilities; Water supply systems; Wholesale supplies.

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

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

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

No

- (g) Is the land in a conservation area?

No

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

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

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

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

3. Complying Development

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

General Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Subdivisions Code

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

Rural Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

4. Coastal Protection

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

No

4A. Information relating to beaches and coasts

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

(2) In relation to a coastal council:

- (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

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

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

No

10. Biobanking agreements

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

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

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

No

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

No

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

No

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

No

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

No

Any Other Prescribed Matter

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

No

Additional Information

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

For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon
Manager Environmental Planning