

# Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	eCOS ID: 42587296	NSW Duty:
vendor's agent	Pulse Property Agents Level 3, 12 Central Road, Miranda NSW 2228		Phone: 9525 4666 Fax: 9525 4699 Ref: Ben Pike
co-agent			
vendor	JACQUELINE SUSAN DOWLING 2 237-239 Burraneer Bay Road CARINGBAH SOUTH NSW 2229		
vendor's solicitor	Rowley & Ross Lawyers Suite 2 19-21 Central Road MIRANDA NSW 2228 DX 11002 Caringbah		Phone: 9525 6599 Fax: 9525 7266 Ref: 42006 Email: office@rowleyandrosslawyers.net.au
date for completion	42 days after the contract date (clause 15)		
land	2/237-239 BURRANEER BAY RD CARINGBAH SOUTH NSW 2229		
(Address, plan details and title reference)	LOT 2 IN STRATA PLAN 87818 2/SP87818		
	<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Villa		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yesproposed **electronic transaction** (clause 30)☐ NO ☐ yes**Tax information (the parties promise this is correct as far as each party is aware)**

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

V J Ray

18 President Ave, Caringbah

02 9541 3300

**List of Documents****General**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☐ 52

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—SWIMMING POOLS**

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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



- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- remittance amount payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract – that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or

16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

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

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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



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

## 24 Tenancies

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

## 25 Qualified title, limited title and old system title

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

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under legislation).
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) within 7 days after the contract date.
- 27.3 The vendor must apply for consent within 7 days after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind within 7 days after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 within 30 days after the application is made, either party can rescind.
- 27.7 If the legislation is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
- 28.3 If the plan is not registered within that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 if anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.

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



- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.1.1 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however
- 30.13.2 if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                             |  |
|-----------------------------|--|
| <i>adjustment figures</i>   | details of the adjustments to be made to the price under clause 14;  |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i>      | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;  |

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

### 31 Foreign Resident Capital Gains Withholding

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

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## SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of land**

**BETWEEN**    **Jacqueline Susan Dowling** of 2/237-239 Burraneer Bay Road,  
Caringbah South, New South Wales (**Vendor**)

**AND**                of (**Purchaser**)

**1.        Notice to complete**

---

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

**2.        Death or incapacity**

---

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**3.        Purchaser acknowledgements**

---

The purchaser acknowledges that they are purchasing the property:

- (a)        In its present condition and state of repair;
  - (b)        Subject to all defects latent and patent;
  - (c)        Subject to any infestations and dilapidation;
  - (d)        Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (e)        Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
-

---

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**4. Late completion**

---

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

**5. Agent**

---

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**6. Smoke alarms**

---

The property has smoke alarms installed.

**7. Swimming pool**

---

The property does not have a swimming pool.

**8. Deposit bond**

---

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
  - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
  - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at
-

---

such other time as may be provided for the deposit to be accounted to the vendor.

- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH**  
-----FOLIO: 2/SP87818  
-----

SEARCH DATE	TIME	EDITION NO	DATE
20/12/2017	12:34 PM	4	27/6/2017

LAND  
-----LOT 2 IN STRATA PLAN 87818  
AT CARINGBAH SOUTH  
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE  
-----

JACQUELINE SUSAN DOWLING

(T AM397656)

SECOND SCHEDULE (1 NOTIFICATION)  
-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP87818

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP87818

SEARCH DATE	TIME	EDITION NO	DATE
20/12/2017	12:34 PM	4	16/4/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 87818  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARINGBAH SOUTH  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP87818

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 87818  
ADDRESS FOR SERVICE OF DOCUMENTS:  
NETWORK STRATA SERVICES  
PO BOX 265  
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 A109362 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO  
INDICATED IN THE TITLE DIAGRAM
- 4 A475222 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM.
- 5 DP604246 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART(S)  
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 S115127 EASEMENT TO DRAIN SEWAGE AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 S115127 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM
- 8 Y428336 EASEMENT FOR SEWERAGE PURPOSES APPURTENANT TO THE  
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM  
AFFECTING THE PART OF THE LAND SHOWN SO BURDENED IN  
DP642149
- 9 SP87818 POSITIVE COVENANT
- 10 AI978070 CHANGE OF BY-LAWS
- 11 AI978069 CHANGE OF BY-LAWS
- 12 AJ410354 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP87818

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 60)

STRATA PLAN 87818

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10				

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

42006

PRINTED ON 20/12/2017

\* 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. InfoTrack 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.



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



SP87818 B

(Sheet 1 of <sup>5</sup> sheets)

PART I

Full name and address of  
proprietor of the land:

Strata subdivision of Lot 1 DP 1180729  
covered by Subdivision Certificate No. *Subcert 12/0085*  
*0908/0660*

Eagle Constructions Pty Ltd  
ACN 001 602 179  
19 Linden Way,  
CASTLECRAG NSW 2068

Mahara Holdings Pty Limited  
ACN 138 128 186  
8 Newton Road,  
STRATHFIELD NSW 2135

Capote Investments Pty Ltd  
CN 136 507 009  
803/9-15 Central Avenue,  
MANLY NSW 2095

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

Positive Covenant

SCHEDULE OF LOTS AFFECTED

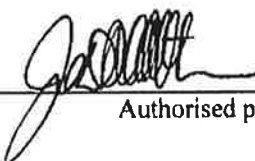
Lots burdened

Common Property

Approved by Sutherland Shire Council

Authority benefited

Council of Sutherland Shire

  
\_\_\_\_\_  
Authorised person

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

Lengths are in metres

5  
(Sheet 2 of 4 sheets)

**PART II**

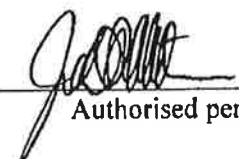
**SP87818**

Strata subdivision of Lot 1 DP1180729  
covered by Subdivision Certificate No. *Subcept 12/0085*  
*DA08/0660*

**TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED  
PLAN**

1. The proprietors of the Common Property hereby burdened with respect to the detention facility described in the Works-As-Executed (WAE) drawings for the stormwater drainage system, Drawing No.s SW8060-S1 (Revision C) dated 22/6/2011 and SW8060-S2 (Revision C) dated 22/6/2011, prepared by ALW Design, marked up by hand for line and level by Rod Fitzgerald (Registered Surveyor) on 12/10/2012 and certified by separate correspondence dated 14/11/2012 by Andrew Wahbe of ALW Design (supervising engineer), held on Council File DA08/0660 in the offices of Sutherland Shire Council, Eton Street, Sutherland shall:
  - (a) Permit stormwater to be temporarily detained in the detention facility.
  - (b) Keep the detention facility clean and free from silt, rubbish, and debris.
  - (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.
  - (d) Replace, repair, alter, and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
  - (e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.

Approved by Sutherland Shire Council

  
\_\_\_\_\_  
Authorised person

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

5  
(Sheet 3 of 4 sheets)

**SP87818**

Strata subdivision of Lot 1 DP 1180729  
covered by Subdivision Certificate No. Subcert 12/0085  
DA08/0660

- (f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.


**PART II**

2. Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.
3. In the event of the registered proprietors failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the registered proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
4. In this Covenant "Council" means the Sutherland Shire Council.

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

Sutherland Shire Council

Approved by Sutherland Shire Council

  
\_\_\_\_\_  
Authorised person

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

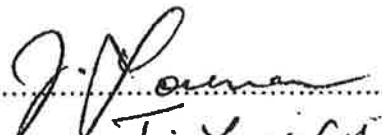
5  
(Sheet 4 of 5 sheets)

**SP87818**

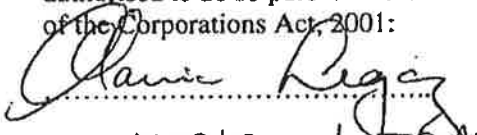
**PART II**


1 in DP1180729  
Strata subdivision of Lot 13B DP 406967  
and Lot 132 DP 604246  
Covered by Subdivision Certificate No. *Subcert 13/001*  
*DA08/0660*

**SIGNED** for and on behalf of **EAGLE** )  
**CONSTRUCTIONS PTY LTD** )  
(ACN 001 602 179) by those person(s) )  
authorised to do so pursuant to Section 127 )  
of the Corporations Act, 2001: )

  
Name: *J. Jovanovic*  
Sole Director/Secretary

**SIGNED** for and on behalf of **CAPOTE** )  
**INVESTMENTS PTY LTD** )  
(ACN 136 507 009) by those person(s) )  
authorised to do so pursuant to Section 127 )  
of the Corporations Act, 2001: )

  
Name: *MARIA LEGAZ*  
Director/Secretary

  
Name: *JOSE LEGAZ*  
Director

**SIGNED** for and on behalf of **MAHARA** )  
**HOLDINGS PTY LTD** )  
(ACN 138 128 186) by those person(s) )  
authorised to do so pursuant to Section )  
127 of the Corporations Act, 2001: )

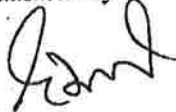



Name: *AIDA BECHARA*  
Sole Director/Secretary

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

SP87818

Sheet 5 of 5

<p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p>		<p>Certified correct for the purposes of the Real Property Act 1900 by the ..... SIGNED by ..... DENIS KATEHOS ..... as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332</p>	
<p>Signature of witness: </p>		<p> ..... (Signature) " Tier Three Attorney</p>	
<p>Name of witness: ENAMUL HUQ.</p>		<p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>	
<p>Address of witness: 1 King Street Concord West NSW</p>		<p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>	
<p>*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation</p>			

REGISTERED



17-01-2013

NEW SOUTH WALES.

MEMORANDUM OF TRANSACTIONS  
REAL PROPERTY ACT 1900

9362

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of 56 years from the 1st day of July 1899 under the memo of Lease Registered Number 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 memo underwritten or endorsed hereon in consideration of the sum of £484-1-3 paid by ARTHUR RICKARD & CO. LIMITED

of Sydney to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section seven 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 signed by the Manager thereof Doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and all other powers it appoint and transfer to the said Arthur Rickard & Co. Limited All the estate and interest of the registered proprietor in fee simple in the surface of All that parcel of land containing situate in the parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated the Second day of May Nineteen hundred and seven Registered Volume <sup>2314</sup>~~1476~~ folio <sup>22</sup>~~88~~ and in the said Lease No. 50990 and being the surface of the whole of the land comprised in sublease No. 580802 (dated the 29th. day of June 1910 ) from the Holt Sutherland Estate Coy Ltd. to the said Arthur Rickard & Co. Limited And doth also transfer to the said Arthur Rickard & Co. Limited all the estate and interest of which it the said Holt Sutherland Estate Coy. Ltd. is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease 50990 and in so far only as regards the land comprised in the said sublease No. 580802 except and reserving unto 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

in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose 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 reversioner and reversioners all metals and minerals not comprised in the said lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Arthur Rickard & Co. Limited

may become registered proprietor in fee simple of the surface of the lands comprised in the said sublease No. 580802 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 Provided always that the Coy and its assigns shall hold the residue of the lands comprised in the said lease No. 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Coy 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 reversioners 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

207-1 If this transfer had not been made. In Witness whereof the Common Seal of  
the Holt Sutherland Estate Coy Ltd was hereunto affixed at Sydney the  
twenty-eighth day of May in the year 1914.

The Common Seal of the Holt Sutherland  
Estate Co. Ltd. was affixed hereto by  
the Directors present at a meeting of  
The Board of Directors of that Coy.  
held this twenty-eighth day of May  
1914 and such Directors thereupon signed  
this transfer in the presence of

*Arthur Richard & Co. Limited*  
Directors

*M. Malone*  
Secretary

Accepted and I hereby certify  
this transfer to be correct for  
the purpose of the R. P. Act.

Signed in my presence by ~~the said~~  
Arthur Richard the managing Director  
of the transferee company  
who is personally known to me

*W. H. Denton J.P.*

ARTHUR RICHARD & CO. LIMITED  
*Arthur Richard*  
Transferee.

## PERPETUAL TRUSTEE COMPANY, LTD.

2, 4 & 6 SPRING STREET, SYDNEY.

No. S 3355

27 May 1914

Received from Arthur Richard & Co. Limited,  
the sum of One thousand pounds (£1,000) being the whole of the cash paid  
for the purchase of the shares of the Holt Sutherland Estate Coy. Ltd.  
out of the proceeds of the sale of the land and buildings of the said  
Holt Sutherland Estate Coy. Ltd. dated 29th June 1910 from  
Arthur Richard & Co. Limited, and part of the cash paid



A 109362

revenue of sections  
 A.P. 5605 at Highfield  
 Shire of Sutherland  
 Sh. of Sutherland

Reserving minerals  
 Reserving easement for  
 drainage -

The Halls Sutherland Estate  
 Company Limited

Transferor  
 Arthur Rickard & Co Limited  
 Transferee

Particulars entered in the Register Book  
 Vol. 2314 Folio 22 and on Lease  
 50990

the 2nd day of July 1914.  
 at 4 minutes o'clock  
 in the afternoon

H.R. Colburn  
 Acting Registrar General  
 218

	C. T. E.	INITIALS
SENT TO SURVEY BOARD	11.6.14	HS
RECEIVED FROM RECORDS	12	HS
DRAFT WRITTEN	15.6.14	HS
DRAFT EXAMINED		HS
SENT TO RECORDS (REQUISITE)		
FORWARDED		
RECEIVED FROM RECORDS		
CERTIFICATE ENDORSED	19.6.14	HS
FORM COMPLETE		
CERTIFICATE EXAMINED		
ACCOUNTANT		
DEP. REGISTRAR GENERAL		

JUL 30 1914

2497 81 JUL 1914

JUL 28 P.M.

REC'D 15 JUL 1919 12 53 PM

FEE SIMPLE.



a Name, residence, occupation, or other designation, in full, of transferor.

ARTHUR RICKARD LIMITED

A 475222

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

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of a sum of ninety four pounds

(£94 : 0 : 0)

e Name, residence, occupation, or other designation, in full, of transferee.

paid to me by CHARLES CRITTENDEN of South Lismore

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof is hereby acknowledged

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

do hereby transfer to the said CHARLES CRITTENDEN

g Area in acres, roods, or perches.

ALL its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

h Parish or town and county.

situate in Parish Sutherland County Cumberland

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

being part of the land comprised in Certificate of Title

k Strike out if not appropriate.

dated 28th. July 1914

registered volume No. 2497 folio 81

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a plan only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon for annexed hereto" or "described as follows, viz.:"

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

and also in the pieces of land as follows

and being Lots 13 (thirteen) &

14 (fourteen) of Section 7 (seven) of St. Mervyns Estate as shewn on Deposited Plan No. 5605 Reserving thereat right of drainage over a piece of land 6' (six feet) wide shewn on said Dep. Plan

This Transfer is subject to the following conditions:—

(The lots when built on must be fenced and no advertisement hoarding shall be erected on either of the lots hereby transferred.

[Rule up all blanks before signing.]

Chesnut

Reserving to HOLT SUTHERLAND ESTATE COMPANY LIMITED all mines  
seams and veins of coal iron and other metals and minerals  
as more particularly reserved by Instrument of Transfer No. A109

A109362

[Rule up all blank

Arthur Richard & Co Limited

14th

July

1919

Gowhering  
Don J. J. J.

Managing Dir

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required

In witness whereof, I have hereunto subscribed my name, at  
the day of in the year  
of our Lord one thousand nine hundred and

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Signed

Transferrer.\*

\* If signed by virtue of any power of Attorney, the original must be produced, and an attested copy deposited.

attestation is sufficient. Unless the instrument contains some special covenant by the Transferor, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

CHARLES CRITTENDEN

WHO IS PERSONALLY KNOWN TO ME

*Charles Crittenden*

*sign on this line*

*Charles Crittenden*  
Transferree.

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

I, EBENEZER FRANK VICKERY of Sydney Solicitor the Mortgagee mentioned in Memorandum of Mortgage dated 7th September 1917 from the within named Arthur Rickard & Co. Limited HEREBY DISCHARGE the said Memorandum of Mortgage registered No. A 334691 but so far only as regards the land comprised in within Memorandum of Transfer being Lots 13 and 14 Section 7 of St. Mervyns Estate as shown on Deposited Plan No. 5605.

DATED at Sydney this

15<sup>th</sup>

day of April.

A.D. 1919

SIGNED in my presence by the  
said EBENEZER FRANK VICKERY  
who is personally known to me

*E. Frank Vickery*

*F. Pibbles*

Clerk to

*Vickery, England & Wilson  
Solicitors Sydney*

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at \_\_\_\_\_, the

day of \_\_\_\_\_, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

r Name of witness and residence.

s Name of Transferor.

t Name of Transferor.

Lot 13 & 14. Secy. W.R.  
5605.  
at Highfield for & share  
Sutherland  
(Subject to Conditions)

(Name) Edward R. M. Newton  
Solicitor  
(Address) 82 Pitt Street  
SYDNEY

A. Richards & Co Limited  
Transferor

A 475222

Charles Crittenden  
Transferee.

Particulars entered in the Register Book, Vol. 2497  
Folio 81.

CHECK SLIP.

the 15<sup>th</sup> day of July, 1919,  
at 53 minutes past 12 o'clock,  
in the afternoon.

Reliance  
Registrar General.

47522-2-1919

INC.	DATE.	INITIALS.
SENT TO SURVEY BRANCH	26.7.19	ED
RECEIVED FROM RECORDS	20.8.19	ED
DRAFT WRITTEN	2.8.19	ED
DRAFT EXAMINED	"	ED
DIAGRAM COMPLETE	11.7.19	ED
DIAGRAM EXAMINED	"	ED
DRAFT FORWARDED	"	ED
RETD. TO RECORDS	"	ED
RETURNED FROM RECORDS	"	ED
CERTIFICATE ENGROSS	"	ED
SUPT. OF ENGROSS	28.7.19	ED
DEP. REGISTRAR GENERAL	"	ED

VOL. 2956 FOL 3

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.  
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 2s. 6d. but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
Tenants in common must receive separate Certificates. 2s. 6d. will be required for each additional Certificate.  
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1870, the purchaser is not compelled to take out a

[illegible]

STAMP DUTY \$ = 01.00 STAMP DUTY	 <b>TRANSFER</b> <b>GRANTING EASEMENT</b> REAL PROPERTY ACT, 1900 (See Instructions for Completion on back of form)	S115127 OFFICE USE ONLY 1 2 of 2 X - 42																																	
DESCRIPTION OF LAND Note (a)	Servient Tenement (Land burdened) Torrens Title Reference VOLUME 14060 FOLIO 84	Dominant Tenement (Land benefited) Torrens Title Reference VOLUME 9285 FOLIO 68																																	
TRANSFEROR (registered proprietor of servient tenement) Note (b)	MADGE HAMILTON OLSEN of Caringbah, Widow																																		
Note (c)	(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of <b>TWO THOUSAND DOLLARS (\$2,000.00)</b> and TRANSFERS and GRANTS An Easement to drain water and an Easement to drain sewage; the terms of each Easement being as define in Part III and Part IV of Schedule VIII of the Conveyancing Act, 1919 (as amended) over all that part of Lot 132 in Deposited Plan 604246 as shown as EASEMENT TO DRAIN WATER 1.83 WIDE and EASEMENT TO DRAIN SEWAGE 1.83 WIDE as shown on survey plan of Ronald, Ashley Woodlands, Registered Surveyor annexed hereto and marked with the letter 'A'.		OFFICE USE ONLY PLAN REFILED AS D.P. 752931																																
TRANSFEREE (registered proprietor of dominant tenement) Note (b)	out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEREE CHRISTIAN ENTERPRISES LIMITED a company duly incorporated in the State of New South Wales and having its registered office at 365 TheKingsway, Caringbah																																		
PRIOR ENCUMBRANCES Note (d)	subject to the following PRIOR ENCUMBRANCES: 1, ..... 2, .....																																		
EXECUTION Note (e)	DATE OF TRANSFER <u>3rd September 1980</u> We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900. Signed in my presence by the transferor who is personally known to me <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;">   <b>G. T. WARD.</b>                      Name of Witness (BLOCK LETTERS)  <i>Solicitor General NSW.</i>                      Address and occupation of Witness                 </div> <div style="width: 45%;">                       Signature of Transferor                 </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 20px;"> <div style="width: 45%;">                     Signed in my presence by the transferee who is personally known to me  <b>THE COMMON SEAL OF CHRISTIAN ENTERPRISES LIMITED</b>                      was hereunto affixed by Order of the Board in                      the presence of  <div style="display: flex; justify-content: space-between;"> <div>   <b>J. Miranda</b>                      Name of Witness (BLOCK LETTERS)                         </div> <div>                       Secretary                         </div> </div> </div> <div style="width: 45%; text-align: center;">                       Signature of Transferee - Director                 </div> </div>																																		
TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">LODGED BY</th> <th colspan="2" style="text-align: left;">LOCATION OF DOCUMENTS</th> </tr> <tr> <td style="width: 25%;">G.T. WARD.</td> <td style="width: 25%;">CT</td> <td style="width: 25%;">OTHER</td> <td style="width: 25%;">Herewith,</td> </tr> <tr> <td>DL 11033 1</td> <td></td> <td></td> <td>In R.G.O. with</td> </tr> <tr> <td>MIRANDA</td> <td></td> <td></td> <td>Produced by</td> </tr> <tr> <td>Delivery Box Number 926 Q</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Extra Fee</td> <td>Checked by</td> <td>REGISTERED 17-12-80</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Registrar General</td> <td></td> <td>LP</td> </tr> </table>			LODGED BY		LOCATION OF DOCUMENTS		G.T. WARD.	CT	OTHER	Herewith,	DL 11033 1			In R.G.O. with	MIRANDA			Produced by	Delivery Box Number 926 Q				Extra Fee	Checked by	REGISTERED 17-12-80							Registrar General		LP
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Delivery Box Number 926 Q																																			
Extra Fee	Checked by	REGISTERED 17-12-80																																	
	Registrar General		LP																																



HP 412 P. WEST, GOVERNMENT PRINTER

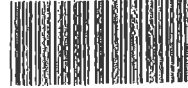




110



**TRANSFER  
GRANTING EASEMENT**  
REAL PROPERTY ACT, 1900  
(See instructions for completion on back of form)



Y428336

16 \$ 4W R2/2

DESCRIPTION  
OF LAND  
Note (i)

FOLIO IDENTIFIER 100/785410

FOLIO IDENTIFIER 132/604246

D

TRANSFEROR  
(registered  
proprietor of  
servient tenement)  
Note (b)

S.T.W.S. PTY. LIMITED and B.I.G.R. PTY. LIMITED both of C/- P.O. Box 199, Caringbah

Note (c)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$1.00 and TRANSFERS and GRANTS an Easement for Sewerage Purposes over the land marked on Deposited Plan 642149 upon the terms set out in the Annexure hereto and marked with the letter "A"

OFFICE USE ONLY

OVER

TRANSFeree  
(registered  
proprietor of  
dominant tenement)  
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree

TUFIO SHAH and VICKI SHAH both of 239 Burraneer Bay Road, Caringbah

PRIOR  
ENCUMBRANCES  
Note (d)

Subject to the following PRIOR ENCUMBRANCES: 1. 2. 3.

DATE OF TRANSFER 8<sup>th</sup> June 1989

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

EXECUTION  
Note (e)

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

Signature of Witness

Please see  
over

FOR EXECUTION BY TRANSFERORS  
SEE ANNEXURE HERETO

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of Transferor

Note (e)

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

Signature of Witness

NAMEA SMITH  
Name of Witness (BLOCK LETTERS)

19 CLEVELAND A. BONNET BAY  
Address and occupation of Witness

J.P.

Syed Taj / Hyder  
Vshah

Signature of Transferee

TO BE COMPLETED  
BY LODGING PARTY  
Notes (f) and (g)

LODGED BY		GREGORY J. HALPIN Solicitor Suite 8 48/48 Urunga Pde, Miranda D.X. 11018, Caringbah 625 8288 925 S		LOCATION OF DOCUMENTS	
Delivery Box Number				CT	OTHER
					Harwillh.
					In L.T.O. with
					Produced by
Checked		Passed		Secondary	
EAB		REGISTERED - 10		Directions	
Signed		Extra Fee		Delivery	
		17 JUL 1989		Directions	
				OVER	

NSW \$\*\*\*\*\*10.00 STAMP-DUTY 8/06/89 17309 8 CHQ 2

RP 13B

# INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.  
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.  
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.  
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.  
 Registered mortgagees, chargees and lessors of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.  
 Rule up all blanks.  
 The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 0514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 101A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 80 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the content of the mortgage, lease or charge is furnished), and of any will recorded in the Register.
- (e) Execution.
  - GENERALLY (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
  - (ii) The signatures of contractants under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
  - (iii) The collector for the transfer may sign the certificate on behalf of the transferor, the collector's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
  - ATTORNEY (iv) If the transfer is executed by an attorney for the transferor pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the nature of his authority, e.g., "As by his attorney (or registrar or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ...".
  - AUTHORITY (v) If the transfer is executed pursuant to an authority (other than specified in (iv)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
  - CORPORATION (vi) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., "In accordance with the Articles of Association of the corporation. Each person attesting the making of the seal must state his position (e.g., Director, Secretary) in the corporation."
- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, photo for probate, LJA for letters of administration.

## OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
DIRECTION: PROP No. of NAMES:				
(A) FOLIO IDENTIFIER	(B) SHARE	(C) SHARE	(D) (E)	NAME AND DESCRIPTION
100/785410	ON	EA		EASEMENT FOR SEWERAGE PURPOSES AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 642149
132/604246	ON	EA		EASEMENT FOR SEWERAGE PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LAND SHOWN SO BURDENED IN DP 642149
100/785410	CT		925 S	
132/604246	CT		23 L	

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

THE COMMON SEAL of S.T.H.S. PTY.  
LIMITED was hereunto affixed in  
the presence of:

*[Signature]*  
Director



*[Signature]*  
Secretary

THE COMMON SEAL of B.I.G.R. PTY.  
LIMITED was hereunto affixed in  
the presence of:

*[Signature]*  
Director



*[Signature]*  
Secretary

"A"

ANNEXURE

TERMS OF EASEMENT FOR SEWERAGE PURPOSES

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purposes of draining sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any other aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Water Board.

The Common Seal of the Company  
is hereunto affixed by authority of  
the Board and in the presence of

*R. Mahabadi*

DIRECTOR



*Dr. Mahabadi*  
SECRETARY The Common Seal of this Company  
was hereunto affixed by authority of  
the Board and in the presence of

*J.E. Hackforth*

DIRECTOR

*R. Mahabadi*  
SECRETARY



*Tufio Shah*  
TUFIO SHAH

*Vicki Shah*  
VICKI SHAH

WITNESS

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## CHANGE OF BY-LA

New South Wales  
Real Property Act 1900



# AI978070T

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

(A) **TORRENS TITLE**

For the common property  
CP/SP 87818

(B) **LODGED BY**

Document  
Collection  
Box

5738X

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

Network Strata services Pty Limited 123421L  
P.O. BOX 265  
Hurstville BC NSW

Reference: 87818

CODE

CB

- (C) The Owners-Strata Plan No. 87818 certify that pursuant to a resolution passed on 25 March 2013 and  
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL 1  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 87818 was affixed on 22 September 2014

Signature(s):

*D M McKinstry*

Name(s): Derek McKinstry Netstrata

Appointed Managing Agent

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

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

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

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

## Annexure A Change of By-Laws

Partles: SP87818

Dated: 25 March 2013

### Special By-law 1 - Service of Documents by Owners Corporation

#### PART 1 - Preamble

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

#### PART 2 - Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
  - (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
  - (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
  - (d) Lot means any lot in the strata plan
  - (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
  - (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
  - (g) Owner means the owner of the Lot
  - (h) Owners Corporation means the owners corporation created by the registration of strata plan 87818
  - (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices
- 2.2 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
  - (d) references to legislation includes references to amending and replacing legislation.

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

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

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

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

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

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

#### PART 4 - Responsibilities and Obligations of Owners

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

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

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

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

*Dmckly*



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



**AI978069C**

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

(A) TORRENS TITLE	For the common property	
	CP/SP 87818	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and LLPN if any
	573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 87818
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 87818 certify that pursuant to a resolution passed on 19 March 2014 and  
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. 3 SPECIAL BY-LAW 2, 3  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 87818 was affixed on 22 September 2014  
Signature(s): *D. McKinstry*  
Name(s): Derek McKinstry Netstrata Appointed Managing Agent  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.  
(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.  
Signature of authorised officer: \_\_\_\_\_  
Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

**Annexure A Change of By-Laws**  
**Parties: 87818**  
**Dated: 19 March 2014**

**Special By-Law 2- Absolution of Maintenance – Lot Fixtures & Fittings**

**PART 1 - Introduction and Intent**

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

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

- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

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

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

**PART 2 - Definitions**

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 87818
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall

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

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

**PART 3 - Terms and Conditions**

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

**3.1 Internal Areas**

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

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

**3.2 Bathroom, Ensuites and Laundry Areas**

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

- (a) All taps and internal pipe work
- (b) Shower screens





## **Annexure A Change of By-Laws**

**Parties: 87818**

**Dated: 19 March 2014**

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

### **3.3 Kitchen Areas**

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

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

### **3.4 Floor Coverings**

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

### **3.5 Balcony/Courtyard Areas**

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

### **3.6 Electrical Fittings & Appliances**

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

### **3.7 Front Door, Balcony Doors, Windows and Garage Area**

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



**Annexure A Change of By-Laws**

**Parties: 87818**

**Dated: 19 March 2014**

**Special By-law 3: Installation of Foxtel**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install Foxtel Satellite Television and all associated equipment (hereinafter defined as including a satellite dish, cabling, wall mounts all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) the devices shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (b) the devices, where possible, must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
- (c) the owners of any lot undertaking the installation of the devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (d) the installation of the devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- (e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the devices are to be replaced or renewed;

In the event that an owner or occupier of a lot to which the devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (f) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the satellite dish.



*Omick*

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**CHANGE OF BY-LAWS**  
New South Wales  
Real Property Act 1900



**AJ410354Y**

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(A) TORRENS TITLE	For the common property CP/SP 87818	
(B) LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 87818
		CODE CB

- (C) The Owners-Strata Plan No. 87818 ✓ certify that pursuant to a resolution passed on 25 March 2015 and  
(D) in accordance with the provisions of section No. 47 ✓ of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAW 4 ✓  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 87818 ✓ was affixed on 13 April 2015

Signature(s):

Name(s): Derek McKinstry

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

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

I certify that

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

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Authorised to amend Debbie Campbell 14/4/15 DC

Appointed Managing Agent

**Annexure A Change of By-Laws**

**Parties: 87818**

**Dated: 25 March 2015**

**Special By-Law 4 - Installation of Child Window Safety Devices**

**PART 1 – Preamble**

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

**PART 2 – Definitions**

(i) The following terms are defined to mean:

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

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

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

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

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

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

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

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

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

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

**PART 3 – Rights and Obligations of Lot Owners**

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

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

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

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

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

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

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

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

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

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

D McKinnon



**Annexure A Change of By-Laws**

**Parties: 87818**

**Dated: 25 March 2015**

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

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

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

Page 3 of 3



D McVety

3/3



**Applicant:**

Infotrack  
Dx 578  
SYDNEY NSW 2000

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

Certificate no:	e149:17/6575	Delivery option:	
Certificate date:	20/12/2017	Your reference:	42006

**Property:**

Lot 2 S/P 87818  
2/237-239 Burraneer Bay Road CARINGBAH SOUTH NSW 2229

**Zone:**

**Sutherland Shire Local Environmental Plan 2015**

Zone R2 Low Density Residential

**Notes:**

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

**Disclaimer:**

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

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

---

**1. Names of relevant instruments and DCPs**

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

**Sutherland Shire Local Environmental Plan 2015**

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

\* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

\* SEPP (Building Sustainability Index: Basix) 2004

\* SEPP (Exempt and Complying Development Codes) 2008

\* SEPP (Affordable Rental Housing) 2009

\* SEPP No. 19 – Bushland in Urban Areas

\* SEPP No. 21 – Caravan Parks

\* SEPP No. 30 – Intensive Agriculture

\* SEPP No. 33 – Hazardous and Offensive Development

\* SEPP No. 50 – Canal Estates

\* SEPP No. 55 – Remediation of Land

\* SEPP No. 62 – Sustainable Aquaculture

\* SEPP No. 64 – Advertising and Signage

\* SEPP No. 65 – Design Quality of Residential Flat Development.

\* State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)

\* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)

\* State Environmental Planning Policy (Integration and Repeals) 2016

\* SEPP (Mining, Petroleum Production and Extractive Industries) 2007

\* State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

\* SEPP (Infrastructure) 2007

\* State Environmental Planning Policy (State and Regional Development) 2011

\* SEPP (State Significant Precincts) 2005

\* State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

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

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

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

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

Sutherland Shire Development Control Plan 2015

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

## **2. Zoning and land use under relevant LEPs**

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

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

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child  
care facilities; Community facilities; Dual occupancies; Dwelling houses;



Environmental protection works, Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing

(d) Prohibited:

Any development not specified in item (b) or (c)

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

### **3. Complying Development**

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

#### **Housing Code**

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

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

#### **Housing Alterations Code**

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

#### **Commercial and Industrial Alterations Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

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

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

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

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

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

#### **4. Coastal Protection**

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

No

#### **4A. Information relating to beaches and coasts**

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

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

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

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

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

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

## 5. Mine Subsidence

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

No

## 6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

## **7A. Flood related development controls information**

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

No

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

No

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

## **8. Land reserved for acquisition**

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

No

## **9. Contribution Plans**

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

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

## 9A. Biodiversity certified land

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

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

No

## 10. Biodiversity stewardship sites

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

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

No

## 10A. Native vegetation clearing set asides

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

No

## 11. Bush fire prone land

Is the land bush fire prone?

No

## **12. Property Vegetation Plans**

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

No

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

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

No.

## **14. Directions under Part 3A**

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

No

## **15. Site compatibility certificates and conditions for seniors housing**

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

No



## **16. Site compatibility certificates for infrastructure**

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

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

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

No

## **18. Paper subdivision information**

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

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

No

## **19. Site verification certificates**

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

If so, this statement includes:

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

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

No

## 20. Loose-fill asbestos insulation

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

No

## 21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

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

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

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

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

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

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

No

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

No

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

No

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

No

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

No

### **Any Other Prescribed Matter**

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

No

### **Additional Information**

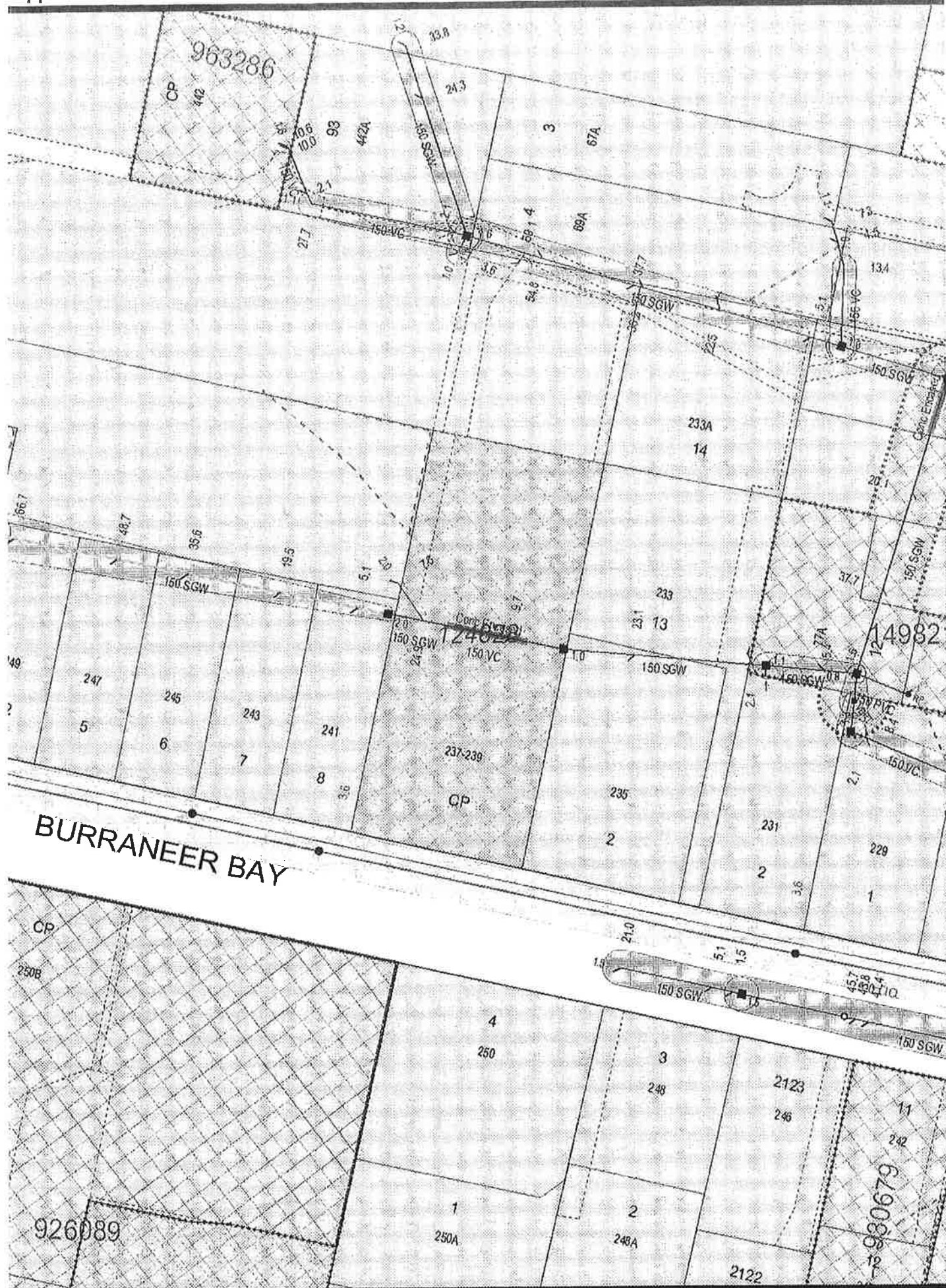
Council holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon  
Manager Environmental Planning



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 plans available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only

# SEWERAGE SERVICE DIAGRAM

Y OF SUTHERLAND SUBURB OF CARINGBAH SOUTH

SSD 665713

## SYMBOLS - DRAINAGE FITTINGS

Trap	⊠ P	P. Trap
Reflux Valve	⊠ R	Reflux Valve
Cleaning Eye	⊠	Cleaning Eye
Vertical Pipe	⊠ Vert	Vertical Pipe
Induct Pipe	IP	Induct Pipe
Wash Flop	MF	Wash Flop
Rodding Point	⊠ RP	Rodding Point
Sloped Junction	⊠	Sloped Junction
Vertical Junction	⊠	Vertical Junction
On back Junction	⊠	On back Junction

## SYMBOLS AND ABBREVIATIONS

### INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	BD	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

### INDICATES - PLUMBING ON MORE THAN ONE LEVEL

O SVP	Soil Vent Pipe	O WS	Waste Stack
-------	----------------	------	-------------

E	ELEC.
⊠	Pump Unit
⊠	Boundary Valve
⊠ PRV	Boundary Valve with PRV
⊠	Alarm Control Panel
⊠	LP Stop Valve
⊠	LP Air Valve
⊠	LP Reducer
⊠	HSV Flow Monitor
⊠	Vacuum Chamber
⊠	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap **NOT required**

## SEWER AVAILABLE

If a 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 sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at the Board's Office. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the sewerage line may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to obtain a Certificate of Compliance as not all work may have been supervised. Diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).

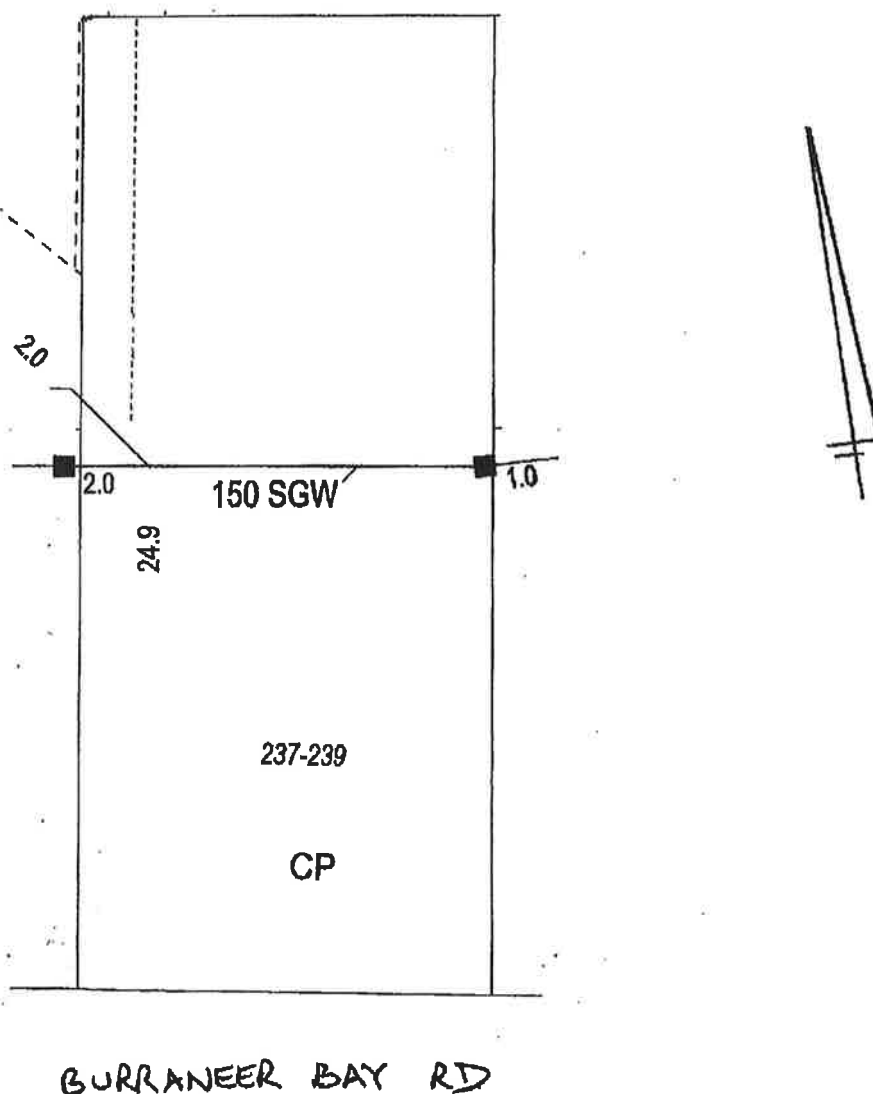


Diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of the Board's Customer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

MGA

LOCATION PLAN

(B) LAND EXCLUDES MINERALS (A109362)  
 COVENANT (A475222)  
 (C) BENEFITED BY EASEMENT TO DRAIN WATER (DP604246)  
 BENEFITED BY EASEMENT FOR SEWERAGE PURPOSES  
 (Y428336)

BURRANEER BAY ROAD

JACARANDA ROAD

TR TREE (CP)  
 P PATIO  
 B BALCONY  
 CP COMMON PROPERTY  
 CY COURTYARD  
 VP VISITOR PARKING (CP)  
 E LANDING AND STAIRS  
 DT BELOW GROUND DETENTION TANK (CP)  
 C CORNER OF WALL  
 90° ANGLE  
 FW FACE OF WALL GROUND LEVEL  
 'A' EASEMENT TO DRAIN SEWAGE & EASEMENT  
 EAS TO DRAIN WATER VIDE S115127  
 EASEMENT

DP 212591

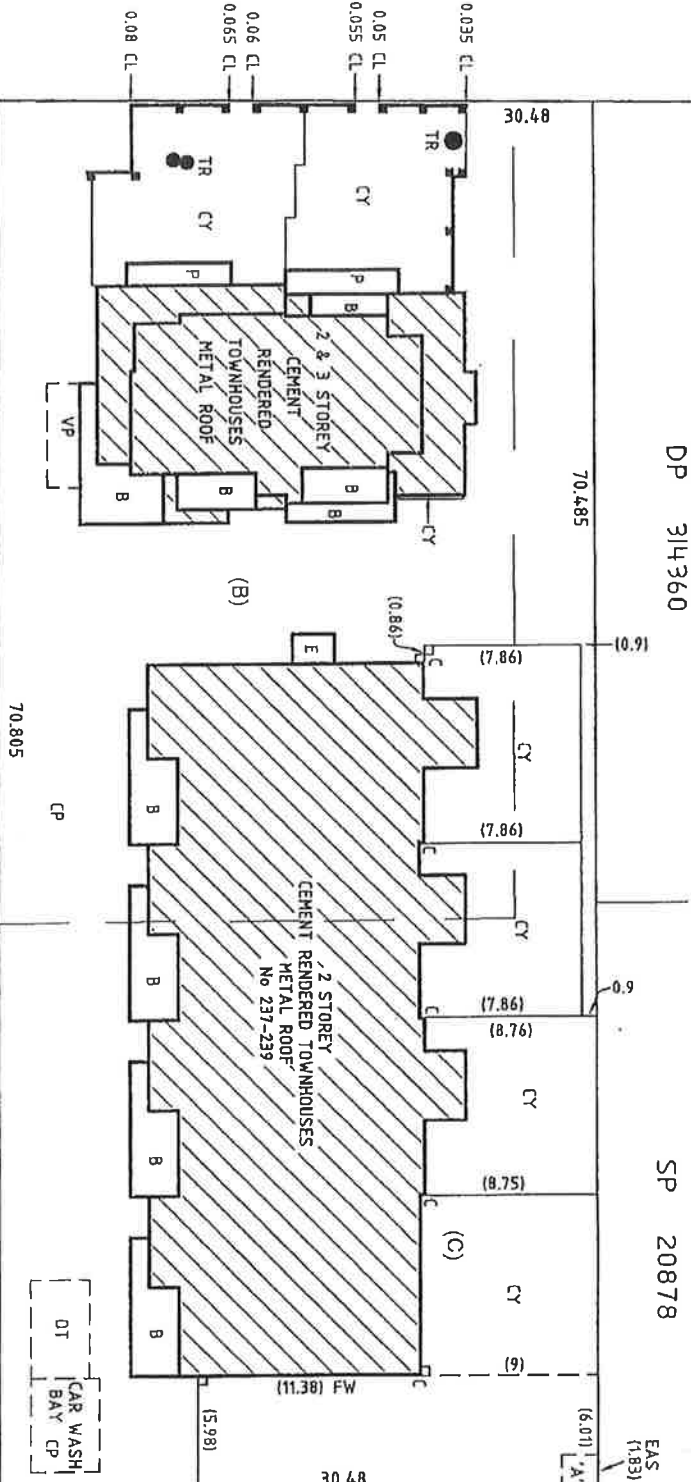
DP 536193

DP 536193

DP 314360

SP 20878

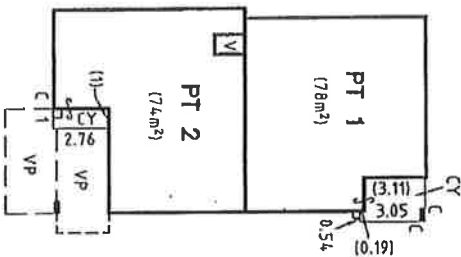
SP 39137



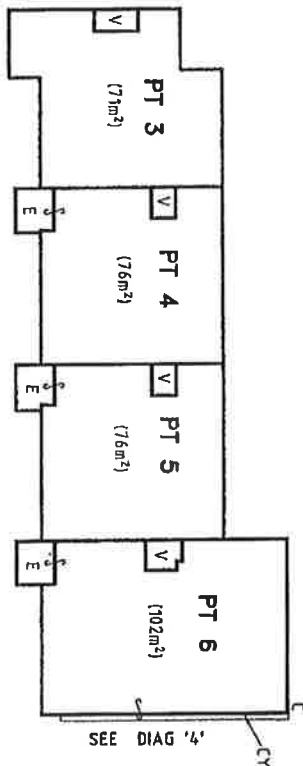
Surveyor: RODNEY SCOTT FITZGERALD  
 Surveyors Ref: 7087102  
 Subdivision No: 252012  
 Lengths are in metres. Reduction Ratio 1:250

Registered:  
 17-01-2013

SP87818 P



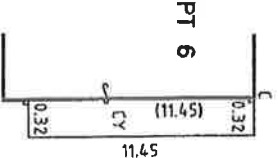
LOWER GROUND FLOOR



SEE DIAG '4'

DIAGRAM '4'  
N.T.S.

- CP COMMON PROPERTY
- C CORNER OF WALL
- VP VISITOR PARKING (CP)
- E LANDING AND STAIRS
- V INACCESSIBLE AREA UNDER STAIRS (CP)
- CY COURTYARD
- 90° ANGLE



CONCRETE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRUTUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE LOWER GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THESE LIMITS, AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.

THE STRUTUM OF THE LANDING AND STAIRS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 7097/07

Subdivision No: 252200

Lengths are in metres. Reduction Ratio 1:250

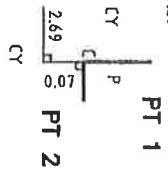
Registered:

17-01-2013

SP87818

Amended by 14/1/2013

DIAGRAM '1'  
N.T.S.



GROUND LEVEL

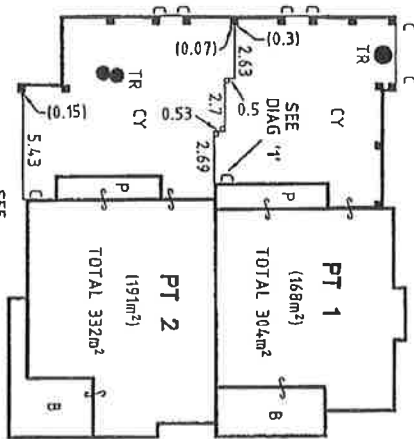
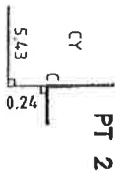


DIAGRAM '2'  
N.T.S.



LEVEL 1

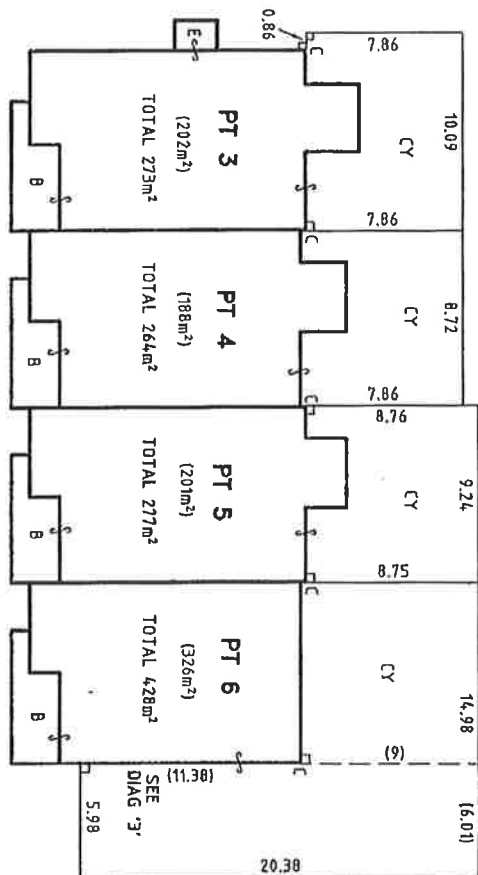
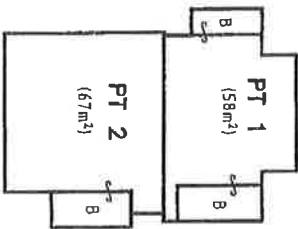
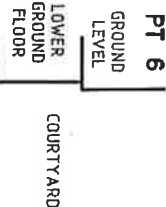


DIAGRAM '3'  
N.T.S.  
ELEVATION



- B BALCONY
- P PATIO
- CY COURTYARD
- E LANDING AND STAIRS
- TR TREE
- C CORNER OF WALL
- 90° ANGLE

THE STRUCTURE OF THE TREES NOTED TR WITHIN THE COURTYARDS OF LOTS 1 AND 2 ARE COMMON PROPERTY.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRUCTURE OF THE TIMBER PERGOLAS WITHIN THE COURTYARDS OF LOTS 3, 4, 5 AND 6 FORM PART OF THEIR RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRUCTURE OF THE TIMBER RETAINING WALLS WITHIN THE COURTYARDS OF LOTS 5 AND 6 ARE COMMON PROPERTY.

THE STRUTUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THESE LIMITS, AND IN DEPTH TO 6 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.



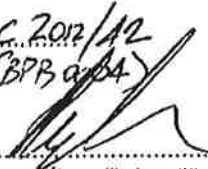
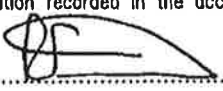
THE STRUTUM OF THE BALCONIES AND LANDING AND STAIRS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: RODNEY SCOTT FITZGERALD  
 Surveyors Ref: 70971/07  
 Subdivision No: 2520/2  
 Lengths are in metres. Reduction Ratio 1: 250

Registered:  
 17-01-2013

SP87818



STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 2 <sup>3</sup> sheet(s)
<div>Office Use Only</div> <div>Registered:  17-01-2013</div> <div>Purpose: STRATA PLAN</div>		<div>Office Use Only</div> <div></div> <div>SP87818 S</div>
PLAN OF SUBDIVISION OF LOT 1 IN DP 1180729		LGA: SUTHERLAND SHIRE Locality: CARINGBAH SOUTH Parish: SUTHERLAND County: CUMBERLAND
STRATA CERTIFICATE (Approved Form 5)		Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)
<p>1) * <del>The Council of</del> .....</p> <p>* The Accredited Certifier <u>DEAN LINKER</u> .....</p> <p>Accreditation No <u>BPB 0232</u> .....</p> <p>has made the required inspections and is satisfied that the requirements of;</p> <p>* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,</p> <p>* (b) <del>Section 88 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A Strata Schemes (Leasehold Development) Regulation 2012,</del></p> <p>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p><del>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stages of the strata development contract to which it relates.</del></p> <p>*(4) The building encroaches on a public place and;</p> <p>*(a) The Council does not object to the encroachment of the building beyond the alignment of .....</p> <p>*(b) The accredited certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) <u>1</u> are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date <u>17 NOV. 2012</u></p> <p>Subdivision No. <u>252012</u></p> <p>Relevant Development Consent No. <u>EDC 2012/12</u></p> <p>Issued by <u>ANTHONY ALLEN (BPB 0104)</u></p> <p></p> <p>Authorised Person/General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable</p> <p>^ Insert lot numbers of proposed utility lots.</p>		<p>The Owners - Strata Plan No 87818</p> <p>237-239 BURRANEER BAY ROAD CARINGBAH SOUTH 2229</p> <p>The adopted by-laws for the scheme are:</p> <p>* <u>RESIDENTIAL</u> .....</p> <p>Model By-laws</p> <p>* together with, Keeping of animals: Option <u>A/B/C</u></p> <p>* By-laws in ..... sheets filed with plan</p> <p>* Strike through if inapplicable</p> <p>^ Insert the type to be adopted (Schedules 2-7 Strata Schemes Management Regulation 2010)</p>
		SURVEYOR'S CERTIFICATE (Approved Form 3)
		<p>I, <u>RODNEY SCOTT FITZGERALD</u></p> <p><u>H RAMSAY &amp; CO</u></p> <p>of <u>PO BOX 9082 HARRIS PARK 2150</u></p> <p>a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of</p> <p>* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met</p> <p><del>* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met</del></p> <p>*(2) <del>(a) the building encroaches on a public place;</del></p> <p><del>(b) the building encroaches on land (other than a public place) and an appropriate easement has been created by</del></p> <p><del>to permit the encroachment to remain.</del></p> <p>*(3) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature </p> <p>Date: <u>5 NOVEMBER 2012</u></p> <p>* Strike through if inapplicable</p> <p>^ Insert the Deposited Plan Number or Dealing Number of the Instrument that created the easement.</p>
Use STRATA PLAN FORM 3A for certificates, signatures and seals		SURVEYOR'S REFERENCE:  7097/07

# STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2<sup>3</sup> sheet(s)

Registered:



17-01-2013

Office Use Only

se Only

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1180729

SP87818

Subdivision Certificate No

252012

Date of Endorsement

17 NOV. 2012

This sheet is for the provision of the following information as required:

- A schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals -See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

## SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	10
2	10
3	10
4	10
5	10
6	10
AGGREGATE	60

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

### 1. POSITIVE COVENANT

*AIDA BECHARA* Sole director / Secretary  
FOR MAHARA HOLDINGS P/L ABN 6855 9889411

*MARIA LEGAZ* Director / Secretary  
FOR CAPOKE INVESTMENTS P/L ABN 88136507009

*Joe Younan S.B.* Sole director / Secretary  
ABN 6300 1602179

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE:

7097/07

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION

SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

PLAN OF SUBDIVISION OF LOT

1 IN DP 1180729

SP87818

Office Use Only

Registered:



17-01-2013

Strata Certificate Details: Subdivision No: 252012

Date: 17 NOV 2012

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See \* below]

Signature of witness:

Name of witness:

ENAMUL HUQ

Address of witness:

1 King Street  
Concord West NSW

\*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Certified correct for the purposes of the Real Property Act 1900 by the DENIS KATEHOS

SIGNED by DENIS KATEHOS as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332

(Signature)

Tier Three Attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

SURVEYOR'S REFERENCE:

7097/07

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: JACQUELINE SUSAN DOWLING  
Purchaser:  
Property: Unit 2 / 237-239 BURRANEER BAY RD, CARINGBAH SOUTH  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

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

**Applications, Orders etc**

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

**Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **2/237-239 Burraneer Bay Road, Caringbah South**, from **Jacqueline Susan Dowling** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Jacqueline Susan Dowling** and am not employed in the legal practice of a solicitor acting for **Jacqueline Susan Dowling** nor am I a member or employee of a firm of which a solicitor acting for **Jacqueline Susan Dowling** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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