

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOSID: 56635308	NSW Duty:
vendor's agent	Pulse Property Agents 3/12 Central Avenue, Miranda NSW 2228		Phone: 9525 4666 Fax: 9525 4699 Ref:
co-agent			
vendor	TRENT MATTHEW DAVIES 11/21 Smith Street Wollongong NSW 2500		
vendor's solicitor	F. H. Newbery Solicitor 52 Denman Avenue Woollooware NSW 2230		Phone: 9523 2072 Fax: 9523 6368 Ref: Davies

date for completion 42 days after the contract date (clause 15) Email: franewb@bigpond.com

land 17/14-16 NERANG RD CRONULLA NSW 2230

(Address, plan details and title reference) LOT 17 IN STRATA PLAN 9473  
17/SP9473

improvements ☒ VACANT POSSESSION ☒ Subject to existing tenancies  
☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space  
☐ none ☐ other:  
 attached copies ☐ documents in the List of Documents as marked or as numbered:  
☐ other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothesline	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: airconditioner, auto garage door		

exclusions  
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

price \$

deposit \$

balance \$

Email:

(10% of the price, unless otherwise stated)

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Fhn/Davies

56635308

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

☐ NO ☐ yes

proposed *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)

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

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

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

#### *FW payment* (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

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

Strata Management Services  
29 Croydon Street, Cronulla NSW 2230

Phone: 9523 0466  
Fax: 9527 1577

## **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

### **WARNING—SMOKE ALARMS**

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

### **WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

**AUCTIONS**

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

**WARNINGS**

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

Australian Taxation Office  
Council  
County Council  
Department of Planning and Environment  
Department of Primary Industries  
East Australian Pipeline Limited  
Electricity and gas  
Land & Housing Corporation  
Local Land Services  
NSW Department of Education

NSW Fair Trading  
NSW Public Works Advisory  
Office of Environment and Heritage  
Owner of adjoining land  
Privacy  
Roads and Maritime Services  
Subsidence Advisory NSW  
Telecommunications  
Transport for NSW  
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 will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay 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.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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 by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 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 lodgement 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;
  - *RW* payment; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally – the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 Normally, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or



- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

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



**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after 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 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction*,
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, 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 *Lodgement 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 the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *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 *Lodgement 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>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>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.

17/14-16 NERANG RD CRONULLA NSW 2230

SPECIAL CONDITIONS INCLUDED IN CONTRACT DATED  
BETWEEN VENDORS Davies

AND PURCHASERS

---

1. The Purchasers acknowledge that in entering into this agreement they have relied upon their own judgement after making such independent enquiries, inspection and investigations of the property as they have seen fit to make and they do not rely upon any representation or warranty made in relation to the property by or on behalf of the Vendors except as are expressly contained herein.
2. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendors at law or in equity had this clause not been included herein should the Purchasers prior to completion:
  - (a) Die or become mentally ill, then the Vendors may rescind the within contract by notice in writing forwarded to the Solicitor named as the Purchasers' Solicitor in this contract and thereupon the within contract shall be at an end and the provisions of clause 19 shall apply;
  - (b) being a Company, resolve to go into liquidation have a petition for the winding up of the Purchasers presented or enter into any scheme or arrangement with its creditors under Part 7 of the Companies Act 1961 (as amended) or should any liquidator, receiver or official manager be appointed in respect of the Purchasers then the Purchasers shall be deemed to be in default hereunder.
3. The stakeholder appointed by clause 2 hereof is authorised to invest the deposit payable hereunder from the date hereof to the date of completion. On completion the stakeholder will account to the Vendors for such deposit and for one half of the interest accrued thereof and to the Purchasers for the remaining one half of such interest. If the contract is terminated, as distinct from rescinded, the whole of the deposit and interest accrued thereon will be paid to the Vendors. If the contract is rescinded, as distinct from terminated the whole of the deposit and interest accrued thereon will be paid to the Purchasers.

4. Completion of this agreement shall take place within 42 days from the date hereof. If either party is unable or unwilling to complete in accordance with this clause the other party should be entitled at any time after the expiry of 42 days from the date hereof to serve a notice to complete making time for completion essential and a 14 days notice shall be regarded as reasonable and sufficient for that purpose.
5. It is an essential term of this Contract that in the event that completion does not take place within the time stipulated herein then the Purchaser shall pay to the Vendor on completion in addition to the balance purchase moneys and any other moneys payable to the Vendor, interest on the balance purchase moneys calculated at the rate of 8% per annum computed from the date specified and calculated up until completion PROVIDED HOWEVER that should completion at any time be delayed by reason of the Vendor's default, then interest shall not be charged for the period during which completion was so delayed.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Lawagents  
Ph. 9299 9077 Fax. 9299 9277

FOLIO: 17/SP9473

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2019	10:38 AM	10	30/10/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED.

## LAND

LOT 17 IN STRATA PLAN 9473  
AT CRONULLA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

## FIRST SCHEDULE

TRENT MATTHEW DAVIES (T AE365666)

## SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP9473
- 2 AN820948 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

Fhn/Davies

PRINTED ON 12/4/2019

\* 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.



FOLIO: CP/SP9473

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2019	10:38 AM	8	17/3/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 9473  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CRONULLA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP9473

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 9473  
ADDRESS FOR SERVICE OF DOCUMENTS:  
129-131 ELOUERA ROAD  
CRONULLA 2230

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA  
SCHEMES MANAGEMENT REGULATION 2016
- 3 A414540 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO  
MINE
- \* 4 A925740 COVENANT B103395, C9181, D58530. COVENANTS  
AFFECTING THE SITES (A), (B), (C) AND (D) RESPECTIVELY  
IN THE TITLE DIAGRAM
- 5 F249371 F567983. EASEMENT FOR SEWAGE PURPOSES AFFECTING THE  
LAND SHOWN SO BURDENED IN THE TITLE DIAGRAM  
P416509 EASEMENT NOW RELEASED AS REGARDS LAND  
DESIGNATED (X) IN THE TITLE DIAGRAM
- 6 2962041 CHANGE OF BY-LAWS
- 7 8747509 CHANGE OF BY-LAWS
- 8 AC505179 CHANGE OF BY-LAWS
- 9 AD992546 CHANGE OF BY-LAWS
- 10 AD992547 CHANGE OF BY-LAWS
- 11 AG241118 CHANGE OF BY-LAWS
- 12 AH274242 CHANGE OF BY-LAWS
- 13 AI148823 LEASE TO AUSGRID OF THE PREMISES KNOWN AS SUBSTATION  
PREMISES NO. 50721, TOGETHER WITH RIGHT OF WAY AND  
EASEMENT FOR ELECTRICITY PURPOSES 3.4 WIDE AFFECTING  
THE PART DESIGNATED (C) IN PLAN WITH AI148823.  
EXPIRES: 31/7/2063. OPTION OF RENEWAL: 25 YEARS.

END OF PAGE 1 - CONTINUED OVER



FOLIO: CP/SP9473

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)  
 -----

- \* AK971351 LEASE OF LEASE AI148823 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
  - \* AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
  - \* AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
  - \* AK971571 CHANGE OF NAME AFFECTING LEASE AI148823 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 14 AI148823 INITIAL PERIOD EXPIRED  
 15 AK294242 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 740)  
 -----

STRATA PLAN 9473

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 28	2	- 28	3	- 31	4	- 31
5	- 30	6	- 30	7	- 33	8	- 33
9	- 36	10	- 36	11	- 34	12	- 34
13	- 37	14	- 37	15	- 28	16	- 30
17	- 30	18	- 30	19	- 32	20	- 32
21	- 32	22	- 34	23	- 34		

NOTATIONS  
 -----

UNREGISTERED DEALINGS: NIL

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

Fhn/Davies

PRINTED ON 12/4/2019

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26 APR 2019

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

For Council of the Shire of Sutherland  
 I hereby certify that the requirements of the Strata Act 1975 have been satisfied in relation to the proposed Strata Plan No. 9473.

Strata Plan No. 9473  
 Date: 14 May 1975  
 Subdivision No. STA 24/75  
 Council Office

SURVEYOR'S CERTIFICATE

1. GEORGE CHARLES FOREMAN  
 of C.V. FOREMAN, 75 ALBANY ST. BENEXY  
 a surveyor registered under the Surveyors Act, 1955, hereby certifies that:  
 (1) The plan is a true and correct copy of the original plan as deposited in the office of the Surveyor-General.  
 (2) The plan is a true and correct copy of the original plan as deposited in the office of the Surveyor-General.  
 (3) The plan is a true and correct copy of the original plan as deposited in the office of the Surveyor-General.  
 (4) The plan is a true and correct copy of the original plan as deposited in the office of the Surveyor-General.  
 (5) The plan is a true and correct copy of the original plan as deposited in the office of the Surveyor-General.

Signatures, seals and statements of intention to create easements or restrictions as to user.

19. The owner of the land to be created hereby certifies that the plan is a true and correct copy of the original plan as deposited in the office of the Surveyor-General.  
 This is sheet 1 of my Plan in 3 sheets.

Stated in my presence by the  
 SAID REGINALD MICHAEL BAKER  
 AND EARL GAYFORD BURGESS  
 FULLY CONSTITUTED ATTORNEYS  
 OF ALTHORPE ACCEPTANCE CO.  
 LIMITED WHO ARE PERSONALLY  
 KNOWN TO ME

J.E. WATKINS  
 Solicitor  
 CHURCHILL



Witnessed by me  
 J.E. WATKINS  
 Solicitor  
 CHURCHILL

Scale of mm 0 20 40 60 80 100 120 140 160

SURVEYOR'S REFERENCE: 3879-7836

OFFICE USE ONLY

STRATA PLAN 9473

Registered 28-5-1975

C.A. NO. STRATA/75 OF 14/5/1975

Purpose: STRATA PLAN

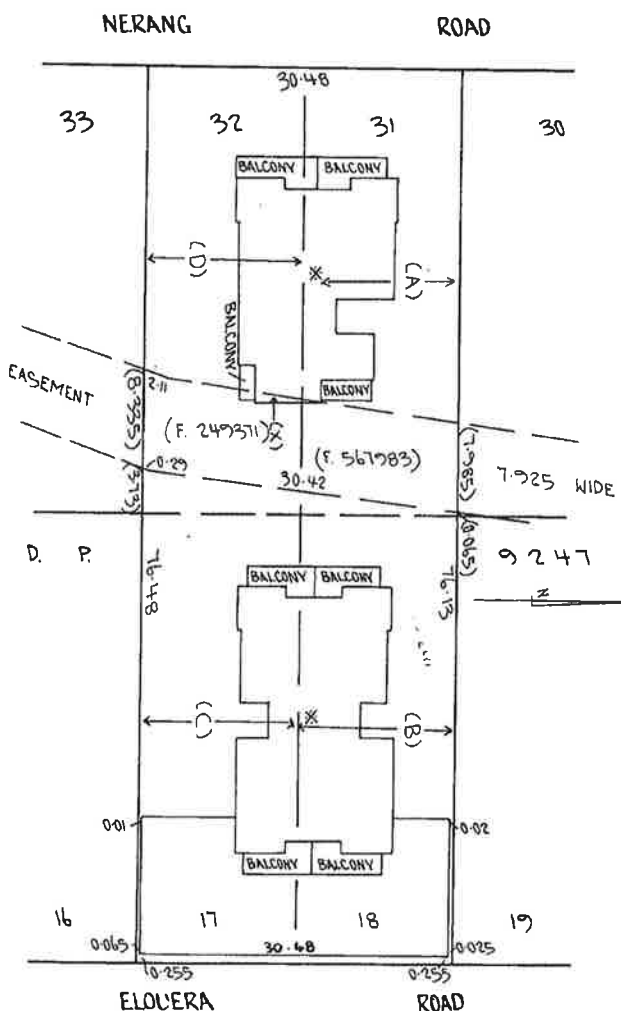
Ref. Map: SUTHERLAND SH.49

Last Plan: D.P. 9247 #

Name of, and address for service of notices on, the body corporate  
 Address required on original strata plan only.  
 THE PROPRIETORS, STRATA PLAN NO 9473  
 129-131 ELOUERA ROAD, CROWULLA. 2230

Reduction Ratio 1: 400

Lengths are in metres



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

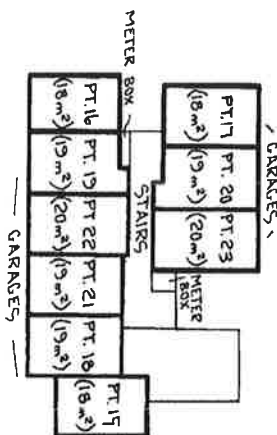
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

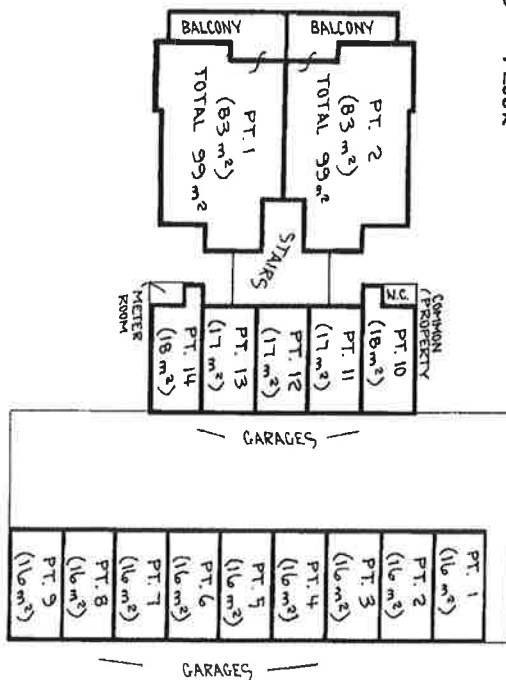
Sheet No. 2 of 3 Sheets

STRATA PLAN 9473

SCHEDULE OF UNIT ENTITLEMENT	
LOT N°	UNIT ENTITLEMENT
1	28
2	28
3	31
4	31
5	30
6	30
7	33
8	33
9	36
10	36
11	34
12	34
13	31
14	31
15	28
16	30
17	30
18	30
19	32
20	32
21	32
22	34
23	34
AGGREGATE	740



GROUND FLOOR



AREAS ARE APPROXIMATE AND INCLUDE APPURTENANT BALCONIES.

Reduction Ratio 1:250

Lengths are in metres

SURVEYOR'S REFERENCE: 389/2836

*James C. Jordan*  
 Registered Surveyor

*a. j. Davis*  
 Council Clerk STA 2/15



OFFICE USE ONLY

26.10.07 24.7.19

26.04.13 24.2/3

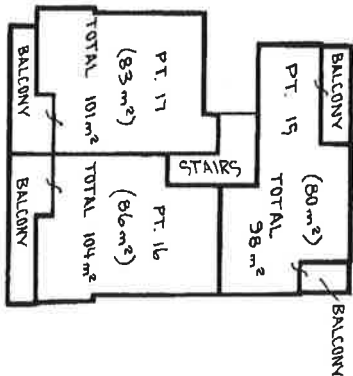
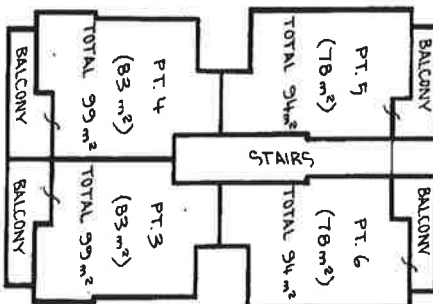
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

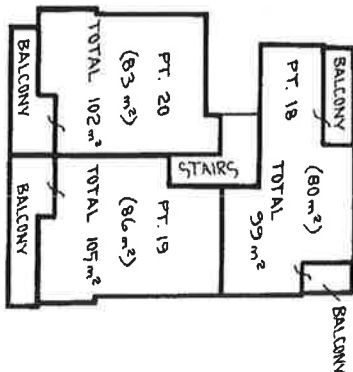
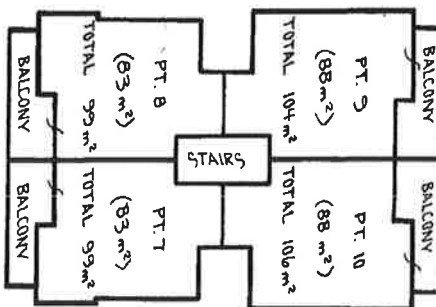
Sheet No. 3 of 3 Sheets

STRATA PLAN 9473

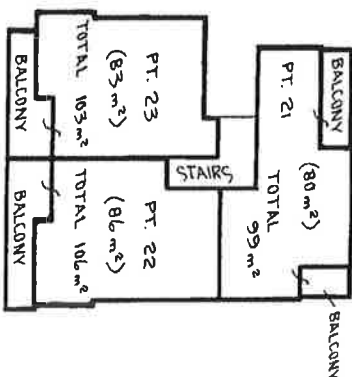
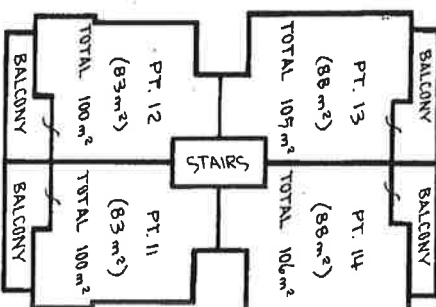
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



AREAS ARE APPROXIMATE AND INCLUDE APPURTENANT BALCONIES,  
BALCONIES ON THIRD FLOOR ARE ROOFED

Reduction Ratio 1:250

Lengths are in metres

REGISTERED SURVEYOR

389/2836

Council Clerk STA 2/15



26.04.13 24.2/3

OFFICE USE ONLY

NEW SOUTH WALES

REC  
A

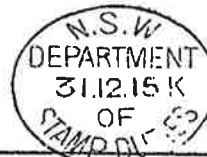


A414540F

MEMORANDUM OF TRANSFER.

REAL PROPERTY ACT 1900.

A414540



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 £2250:0:0 (two thousand two hundred and fifty pounds) paid to George Henry Mobbs of Parramatta - Sydney - Auctioneer by THE FRANZ JOSEF LAND COMPANY LIMITED and of the sum of ten shillings paid by said FRANZ JOSEF LAND COMPANY LIMITED to Arthur Rickard & Co. Limited of Sydney aforesaid the receipt of which sums are hereby acknowledged and in further consideration of £2250:0:0 paid by THE FRANZ JOSEF LAND COMPANY LIMITED 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 at the request and by direction of the said George Henry Mobbs and Arthur Rickard & Co. Limited in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said THE FRANZ JOSEF LAND COMPANY LIMITED ALL the estate and interest of the registered proprietor in fee simple in the surface of All that parcel of land containing 8 acres 37 $\frac{1}{2}$  perches situate in the parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated second day of May nineteen hundred and seven Registered Volume 1776 Folio 25 and in the said Lease No. 50990 and being the surface of the whole of the land comprised in sublease No. A. 51239 (dated the Tenth day of September 1913) from the Holt Sutherland Estate Company Limited to the said George Henry Mobbs. (And the said George Henry Mobbs being the lessee mentioned in sub-lease number A 51239 doth hereby transfer all his right, title and interest in the said sublease to the said Franz Josef Land Company Limited) AND doth also transfer to the said THE FRANZ JOSEF LAND COMPANY LIMITED all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A. 51239 except and reserving unto the said Company and its assigns during the residue now unex

Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited, and other the Australian Trustee or Trustees for the time being or the said will or the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled to all rights of way across the said land hereby appointed and excepting and serving unto the reversioner and reversioners all metals and minerals not contained 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 building 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 whatever to the intent that the said THE FRANZ JOSEF LAND COMPANY LIMITED may be the registered proprietor in fee simple of the surface lands comprised in the sublease No. A. 51239 to the extent only directed and intended by the said Sutherland Estate Act 1900 Provided always that the Company and its assigns shall hold the residue of the lands comprised in the said lease No. 50990 subject to all the provisions conditions and agreements in the said Lease contained and the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the said Act and the reversioner and reversioners shall in respect of such residue be entitled to the benefits conditions and powers of re-entry for non payment of rent and other powers and reservations in the said Lease contained in all respects as if this transfer had

been made IN WITNESS whereof the Common Seal of the Holt Sutherland Estate  
Company Limited was hereunto affixed at Sydney this *thirteenth* day of  
*July* in the year 1918

THE COMMON SEAL of the HOLT SUTHERLAND  
TATE COMPANY LIMITED was affixed hereto  
the Directors present at a meeting of  
the Board of Directors of that Company  
on this *thirteenth* day of *July* 1918 and  
the Directors thereupon signed this tran-  
sfer in the presence of

*Dr. Macdonald*  
Secretary

I hereby direct the within transfer.

WITNESS

Arthur Rickard & Co. Limited hereby  
directs the within transfer.

THE COMMON SEAL of ARTHUR RICKARD

CO. LIMITED was hereto affixed

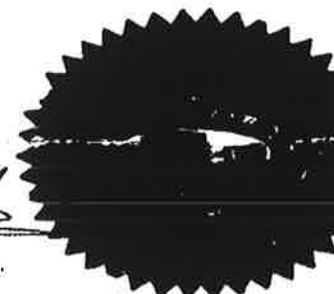
by the Managing Director this *22nd*

day of *December* 1918 in the presence

of *R. Snowball*

Secretary

*Arthur Rickard*  
Managing Director.



SIGNED in my presence by the said

*George Morgan* Manager of

FRANZ JOSEF LAND COMPANY LIMITED

who is personally known to me

*G. Morgan*

Accepted and I hereby certify

this transfer to be correct for

the purposes of the R.P. Act.

*George Morgan*  
Managing Director.

Transferee.

*Documents lodged herewith  
Receipt for purchase money of the land  
Lease A 5-1239.*

A414540

8a 37 1/2 p. lot 7 D.P. 5166

at Cronulla

Shire of Sutherland

Ph Sutherland C. Cumberland

(Reserving Mines & Minerals)

The Sutherland } Transferor  
Coastal Property Limited

The Frank Joseph Land Transference  
Company Limited

2 D. 44 1/2

Particulars entered in the Register Book  
Vol 177b Folio 25 and on Lease  
No 50990

the 20<sup>th</sup> day of December 1918. at 11  
o'clock in the fore noon

*W. Williams*

Registrar General.

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	9.12.18	H
RECEIVED FROM RECORDS		
DRAFT WRITTEN	10.12.18	W
DRAFT EXAMINED	11.12.18	W
DIAGRAM COMPLETE	18.12.18	W
DIAGRAM EXAMINED	18.12.18	W
DRAFT FORWARDED	18.12.18	W
RETD. TO RECORDS (REQUISITION)		
RETD. TO RECORDS (REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED		
SUPT. OF ENCROSSERS	23/12/18	W
DEP REGISTRAR GENERAL		
2900	190	✓
VOL	FOL	



Fhn/Davies / Src:M

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

A925740W

GREENACRE PARK LIMITED

2013232

2013232

must not be disclosed  
(anterior.)

estate, strike out "in  
1/2" and interline the  
alteration.

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 hereunder in consideration of THREE HUNDRED AND TWENTY SEVEN POUNDS TEN SHILLINGS *it* (£27/10/-) (the receipt whereof is hereby acknowledged) paid to me by

1ST)

ERNEST LUDWIG GROTH of Beckom, Grazier,

A925740

925740

or more, state  
as joint tenants  
in common.

do hereby transfer to the transferee

(herein called transferee)

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Sutherland	Part and being Lots twenty nine (29) and thirty one (31) of Beach Park Estate as shown on Deposited Plan No. 9247.	2900	190

references cannot  
intentionally inserted, a  
annexure (obtainable  
) may be added.  
estate must be signed  
parties and their sig-  
witnessed.  
ferences will suffice if  
a land in the grant or  
to be transferred.  
only add "and being  
ec. D.P.  
the land shown  
annexed hereto, in  
the residue of the  
certificate (or grant)  
d Vol. Fol.  
no consent of the  
neil is required to  
tion the certificate  
mentioned in  
Act, 1919, should  
my the transfer.  
at if unnecessary.  
ts should comply  
tion 89 of the  
neing Act, 1919.  
o should be not forth  
t-of-way or easement  
tion.  
vision in addition to  
ication of the  
is implied by the  
also be inserted.

And the transferor covenants with the transferee—  
AND the Transferee doth hereby for himself, his executors, administrators and assigns and so as to bind not only himself, but his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee, his executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS such building to be of material approved of by the said Company with roof of approved material  
AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.  
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—  
(a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 9247, other than the land hereby transferred.  
(b) The land which is to be subject to the burden of the above covenants is the land described herein.  
(c) The above covenants or any of them may be released, varied or modified with the consent of the said Company, its successors or assigns.

ENCUMBRANCES, &c., REFERRED TO.

Subject to Easement for drainage as shown on Deposited Plan  
Subject to Exception and Reservation noted on the said Certificate of Title.

Signed at  
THE COMMON SEAL of GREENACRE PARK  
LIMITED was hereto affixed by  
the Managing Director this Ninth  
day of March 1923  
in the presence of:

Signed

Leo G. Rowe

—day of—



dent within the State  
ument should be  
acknowledged by the  
Registrar-General, or  
Registrar-General, or  
Public, a J.P., or  
sioner for Affidavits,  
the Transferee is  
otherwise the attest-  
ess must appear  
ne of the above func-  
to make a declara-  
he annexed form.  
struments executed  
e, see p. 2.  
attribution if  
y.

ransferor or Trans-  
fers by a mark, the  
on must state "that  
ument was read over  
ained to him, and  
appeared fully to  
and the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Leo G. Rowe

Campbell & Rowe,

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

E. L. Groth  
Transferee.

igned by virtue of any power of attorney, the original must be retained, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this 20<sup>th</sup> day of March 1923

The COMMON SEAL OF E. VICKERY  
Sole Agent for the Board of Directors and for the said Directors thereupon added his name in the presence of



Mortgagee.  
Joseph Vickery  
Edward Vickery

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Strike out un-  
words. Add  
matter neces-  
sary to show  
that the  
effective.

Signed at the day of 1923  
Signed at the place and on the date above-  
mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine  
hundred and twenty 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 own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

May be made  
either Regis-  
trary, or by  
General, Dep-  
Registrar, or  
Notary Public,  
Commissioner  
Affidavits.  
Not required  
instrument if  
made or ackn-  
nowledged before one of  
parties.

### MEMORANDUM OF TRANSFER OF

Acres, rods, perches.  
Lots 29 & 31, DP 9247  
at Cronulla  
Situated in the Municipality of Sutherland  
Parish of Sutherland County Cumberland  
Subject to a covenant agreement in  
Ernest Ludwig Groth Transferree.

### LODGED BY

CAMPBELL & ROWE,  
84 Pitt Street,  
Sydney.

A 925740

Particulars entered in Register Book, Vol. 2900 Fol. 190

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'ge

the 20<sup>th</sup> day of April 1923  
at minutes 12 o'clock in the noon.



### PROGRESS RECORD.

	1923	Date
Sent to Survey Branch	6.11.23	4/11/23
Received from Records	1.12.23	1.12.23
Draft written	1.12.23	1.12.23
Draft examined	1.12.23	1.12.23
Diagram prepared	2.12.23	3.12.23
Diagram examined	10.12.23	10.12.23
Draft forwarded	26.12.23	26.12.23
Supt. of Engrs. & Cancellation Clerk	26.12.23	26.12.23
Diagram Fees	3445	135
Additional Folios	3445	136

If the parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the Registrar-General or Recorder of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer municipal or local government corporation of such part, or the Governor, Government Secretary or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for additional certificate included in the Transfer, and 1/6 for every new Certificate of Title. Additional Certificate fees, however, may be necessary in cases involving more than a diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferor may take out a new Certificate for the residue.

Fhn/Davies / Src:M... (REAL PROPERTY ACT, 1900.)



B103395W

THE GREENACRE PARK LIMITED

not be disclosed

strikes out" in ad interline the ation.

13395

more, state that tenants or unmon.

ences cannot tly inserted, a cure (obtainable ay be added. e must be signed a and their sig-ssed. ces will suffice if t in the grant or transferred. add " and being D.P. and shown in xed hereto, or esidue of the licate (or grant) .l. Fol. nent of the is required to the certificate entioned in t, 1919, should he transfer. unnecessary. ould comply 89 of the g Act, 1919, ould be set forth way or easement n In addition to on of the plied by the e inserted.

note will suffice.

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 hereunder in consideration of ONE HUNDRED AND SIXTY TWO POUNDS TEN SHILLINGS (£162/10/-) (the receipt whereof is hereby acknowledged) paid to it by

ARNOLD ESGARTH STEER of Ryde, Clerk, and in further consideration of the natural love and affection which the said Arnold Esgarth Steer bears towards Sister FLORENCE MARY STEER of Ryde, Spinster, do hereby at the request and the direction of the said Arnold Esgarth Steer transfer to the said ARNOLD ESGARTH STEER and FLORENCE MARY STEER as Joint Tenants (herein called transferees)

do hereby transfer to the said transferees

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Sutherland	Part of and being Lot eighteen (18) of Beach Park Estate as shown on Deposited Plan No. 9247.	2900	190

And the transferee covenants with the transferor

AND the Transferee hereby for themselves their executors, administrators and assigns and so as to bind, not only themselves their executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferees their executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS

AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 9247 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.\*

Exceptions and Reservations contained in H.M.S. 40.

within the State not should be knowledge of the r-Genera... strar-Genera... or blio, a J.M. or r for Affidavits. Transferrer is wise the attest-just appear the above func- make a declara- annexed form. ents executed e page 2.

tation if

feror or Trans- by a mark, the just state" that nt was read over d to him, and ared fully to be same."

Signed at THE COMMON SEAL OF THE GREENACRE PARK LIMITED was hereto affixed by JAMES BENNETT RICKARD this who is PERSONALLY KNOWN TO ME Twenty fifth day of June 1924 in the presence of:

Signed in my presence by the said ARNOLD ESGARTH STEER who is personally known to me:

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME are

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

by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

ops should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being

84 Pitt Street, Sydney.

### CONSENT OF MORTGAGEE.

I, E. Vickers and Sons Limited mortgagee under Mortgage No. A418/542 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this 20 day of June 1924  
The COMMON SEAL of E. VICKERY and SONS, LIMITED, was hereunto affixed by order of the Board of Directors and two of the said Directors, thereupon added their names in the presence of me John T. B. ...

Joseph Vickers Mortgagee.  
John T. B. ...



### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

h Strike out words. A matter nec show that effective.

Signed at the day of 192

Signed at the place and on the date above-mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty the 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 own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

May be m either Reg General, I Registrar-Notary P Commissi Affidavits. Not requi instrumen made or a before one parties.

### MEMORANDUM OF TRANSFER of

Acres. 32 1/4 perches.  
Lot 18 of 5/16 of 1/4 of 92/147  
at Cronulla  
Shire Sutherland  
Municipality  
Parish  
Arnold Espartero Steer as joint tenants  
Florence Mary Steer Transferree.

### DOCUMENTS—LODGED—HEREWITH

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'

Particulars entered in Register Book, Vol 2400 Fol. 190

the 14th day of July 1924  
at 3 o'clock in the noon.

John T. B. ...  
Registrar-General

B 103395

### PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...	<u>DB</u>	<u>15/7/24</u>
Received from Records	<u>CB</u>	<u>18.7.24</u>
Draft written ...	<u>DB</u>	<u>18.7.24</u>
Draft examined ...	<u>DB</u>	<u>18.7.24</u>
Diagram prepared	<u>DB</u>	<u>18.7.24</u>
Diagram examined	<u>DB</u>	<u>18.7.24</u>
Draft forwarded	<u>DB</u>	<u>19.7.24</u>
Supt. of Engrossers	<u>DB</u>	<u>19.7.24</u>
Cancellation Clerk	<u>DB</u>	<u>19.7.24</u>
VOL. <u>3616</u>	FOL. <u>245</u>	
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Empire the instrument must be signed or acknowledged before the Registrar-General or Recorder of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any city or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration) other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and each additional certificate included in the Transfer, and 1/1 for every new Certificate issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/6. Additional fees, however, may be necessary in cases involving more than a simple or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate remains valid for the part not transferred.





R.P. 13.

Arms South Wales.

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1919)

9181

SEP 3 1930

Lodgment ...

Endorsement ...

Certificate ...

12 6

12 6  
12 6  
12 6

(Trusts must not be disclosed in the transfer.)

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

THE UNION LAND COMPANY LIMITED

(herein called transferor)

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 hereunder in consideration of One hundred and forty three pounds fifteen shillings

(£143/5/0)

(the receipt whereof is hereby acknowledged) paid to it by ELIZABETH BIRD the wife of JESSE THOMAS BIRD of Wingham, Agent,

(herein called transferee)

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Sutherland	Part	2930	131
	and being Lot 17 as shown on Deposited Plan, Number 9247.				

And the Transferor hereby for herself her executors administrators and assigns and so as to bind not only herself her executors administrators and assigns but also the said piece of land hereinafter expressed to be hereby transferred And the transferee covenants with the transferor and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferor or her executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS AND that on the erection of any such building, the said land shall be fenced and that no advertisement hoarding shall be erected on the said land for the purposes of Section 89 of the Conveyancing Act of 1919 IT IS HEREBY MUTUALLY AGREED AND DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan Number 9247 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released varied or modified by or with the consent of the said Company or its legal representatives.

## ENCUMBRANCES, &c., REFERRED TO.

Subject to the reservations and conditions mentioned or referred to in the said Certificate of Title.

Signed at Sydney the 17<sup>th</sup> day of August 1930.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME



ON BEHALF OF THE TRANSFEROR.

THE UNION LAND COMPANY LIMITED

Director

Secretary

Signed

The Common Seal of the Union Land Co., Ltd., was hereto affixed this Thirteenth day of August, one thousand nine hundred and thirty

In the presence of,

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Elizabeth Bird  
Transferee.

(a) For the purposes of the Real Property Act.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

C 9184  
No. 10066  
LODGED BY Lou Martin Champart  
129 Pitt R. Sydney

CONSENT OF MORTGAGEE.

I, Mortgagee under Mortgage No.  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this 19 day of September 1930.  
Signed in my presence by Mortgagee.  
who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has  
just executed the within transfer.

Signed at the day of 1930.  
Signed at the place and on the date above-mentioned, in the presence of—

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 own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.



MEMORANDUM OF TRANSFER OF

Acres 23 perches  
Lot 17 Pt. 9247, Glenora Rd.  
Greenella, Sub. to Gov.  
Shire Sutherland  
Municipality Sutherland  
Parish Sutherland County

Elizabeth Bird Transferee.

Particulars entered in Register Book, Vol. 290 Fol. 131

the 10<sup>th</sup> day of September 1930.  
at minutes 2 o'clock in the after noon.

W. H. Clayton  
General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dooking.

Nature.	No.	Reg'd Propr., M'tgor, etc.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	<u>93</u>	<u>4.9.30</u>
Received from Records	<u>93</u>	<u>4.9.30</u>
Draft written	<u>93</u>	<u>5.9.30</u>
Draft examined	<u>93</u>	<u>5.9.30</u>
Diagram prepared	<u>93</u>	<u>5.9.30</u>
Diagram examined	<u>93</u>	<u>5.9.30</u>
Draft forwarded	<u>93</u>	<u>5.9.30</u>
Supt. of Engrossers	<u>93</u>	<u>5.9.30</u>
Cancellation Clerk	<u>93</u>	<u>5.9.30</u>
VOL. <u>4437</u> FOL. <u>27</u>		
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or the Mayor or Chief Officer of any or Commissioner for taking affidavits for New South Wales, or the Governor, Government Resident, municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 1/6 (includes endorsement on first certificate), and 1/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/3. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

1 This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1913, or the Execution of Trusts (War Facilities) Act, 1917.

2 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

3 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.



D 58530

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



Fees:—  
Lodgment ...  
Endorsement ...  
Certificate ...

16 SEP 1941

(Trusts must not be disclosed in the transfer.)

I, THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

16 SEP 1941

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

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 hereunder in consideration of ONE HUNDRED AND TWENTY FIVE POUNDS

(£125/-) (the receipt whereof is hereby acknowledged) paid to it by

LOUIE VERNER of Campsie, Married Woman,

(herein called transferee)

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Vol.	
Cumberland	Sutherland	Part	4452	77	Being Lot Thirty two (32) of Beach Park Estate as shown on Deposited Plan No. 9247.

AND the Transferor hereby for herself, her executors administrators and assigns and the transferee covenants with the transferee and so as to bind not only herself but her executors administrators and assigns and also the said piece of land hereinafter expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee her executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS.

AND for the purposes of Section 83 of the Conveyancing Act of 1919-1930

HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenant is intended to run is the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenant is the land described herein.
- (c) The above covenant may be released varied or modified by or with the consent of the said Company or its legal representatives.
- ENCUMBRANCES, &c., REFERRED TO

Subject to the exceptions and reservations noted on the said Certificate of Title. (T 4452/77)

Signed at  
GIVEN under the Common Seal of  
THE HAYMARKET LAND AND BUILDING  
COMPANY LIMITED by order of the  
Board of Directors this 16th day of  
September 1941 and SIR  
ARTHUR RICHARD and GORDON CECIL  
RICHARD two of the Directors  
constituting such Board signed  
the same in the presence  
of:

Manager.

the day of 19

*[Signature]*  
Transferor

6 If executed within the State this instrument should 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 Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

If the Transferor 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."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*

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

*[Signature]*  
Transferree.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 3 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

01743 S.A.E. 01407

1897/15

EXHIBIT TO THE CERTIFICATE OF TITLE

No. D-58530

LODGED BY NORTON SMITH & CO.

### CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No.  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this

day of

19

Mortgagee.

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

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19  
Signed at the place and on the date above-mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand  
nine hundred and forty 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 own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

### MEMORANDUM OF TRANSFER of

Acres roads perches.  
Lot 52 D.P. 9247  
Norung Riv. Bromilla  
Shire Sunderland  
Municipality  
Parish County  
Lucie Verner Sat'y to Court.  
Transferred.

Particulars entered in Register Book, Vol. 530 Fol. 63

tho day of February 1942  
at minutes 4 o'clock in the aft noon.

Registrar-General

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'gor, etc.
	<u>Declar.</u>	

### PROGRESS RECORD

	Initials	Date
Sent to Survey Branch...	<u>AK</u>	<u>16/1/42</u>
Received from Records...	<u>AK</u>	<u>12/1/42</u>
Draft written ...	<u>AK</u>	<u>16/2/42</u>
Draft examined...	<u>AK</u>	<u>12/2/42</u>
Diagram prepared	<u>AK</u>	<u>23/2/42</u>
Diagram examined	<u>AK</u>	<u>26/2/42</u>
Draft forwarded	<u>AK</u>	<u>26/2/42</u>
Supt. of Engravers	<u>AK</u>	<u>27/2</u>
Cancellation Clerk	<u>AK</u>	
Vol. <u>530</u> Fol. <u>63</u>		
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 10/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer; and 1/6 for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

T. H. TOWNSEND, GOVERNMENT PRINTER. 34 487

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



D 58530

# DECLARATION

## NATIONAL SECURITY (LAND TRANSFER) REGULATIONS

I, LOUIE VERNER

of 15 Second Avenue, Campsie,

(a) Occupation in the State of New South Wales, (a) Married Woman, do hereby solemnly and sincerely declare that—

(b) Insert "the applicant for, &c., or the transferee named, &c., or other particulars of identification."

1. I am (b) the Transferee mentioned in Memorandum of Transfer from The Heymarket Land and Building Company Limited of Lot 52 of the Beach Park Estate.

(c) State whether single, married, widow or widower.

2. I am (c) Married and was born at 51 Arlington Sq. London in (d) England on January 30th 1898

(d) Insert name of State or country.

3. (e) I am a natural born British subject.

(e) Insert name of State or country.

4. (e) I am a naturalised British subject by virtue of Certificate of Naturalisation No.

(f) Insert name of State or country.

issued at ON

5. I am not a subject of a country with which His Majesty is at war nor am I acting for or on behalf of any such subject.

6. I am not—

(i) a person who, having been a subject of Germany, Austria or Italy, is a naturalised British subject by virtue of a certificate of naturalisation issued, in any part of the King's dominions, to me or to my father or mother or to my husband; or

(ii) the wife of any such naturalised person; or

(iii) a subject of a country wholly or in part in the occupation of a Power with which His Majesty is at war<sup>(1)</sup>; or

(iv) the widow of a subject of a country with which His Majesty is at war;

nor am I acting for or on behalf of any person described or referred to in this paragraph 6.

7. I am not a person whose father is or ever was a subject of a country with which His Majesty is at war, nor am I acting for or on behalf of any such person.

8. I am not identical with any person in respect of whom an order by the Attorney-General of the Commonwealth has been published in the Commonwealth Gazette declaring—

(i) that there is, in his opinion, good reason to believe that such person is disloyal, or

(ii) that it is desirable that the National Security (Land Transfer) Regulations should apply to him;

nor am I acting for or on behalf of any such person as is referred to in this paragraph 8.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

TAKEN and Declared at Campsie

in the said State, this Twenty Sixth

day of August 1941.

Before me,

NOTE.—If the declarant is any one of the persons described or referred to in paragraphs 6, 7 and 8 above, or is acting for or on behalf of any one of such persons, the consent of the Commonwealth Attorney-General to the transaction must, where necessary, be obtained and submitted with a suitable declaration embodying the relevant facts.

89 24-2-c B



## MEMORANDUM OF TRANSFER

Umweltwissenschaften für Biologen und Chemiker

LOUIE VERNER of Campsie Married Woman

1938 :-

### Lodgment

Endorsement ..

## Certificate

(Funds must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

(herein called "transferor")  
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 hereunder, in  
consideration of FIFTEEN POUNDS

(£15:0:0 ) (the receipt whereof is hereby acknowledged) paid to me by

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called transferor) DO HEREBY TRANSFER to the said transferee an easement or right to use for the construction and maintenance of works for sewerage purposes the surface and the subsoil or undersurface of ----- (herein called transferee)

~~de-hierabji-transfer-to-the-said-transferee'~~

ALL such ~~estate and~~ Estate and Interest in ALL THE land mentioned in the schedule following :

County.	Parish.	Reference to Title (a)			Description of land (if part only)	(b)
		Whole or Part	Vol.	Fol.		
Cumberland	Sutherland	Part	5309	63	as shown upon the plan marked "A" annexed hereto and therein edged red.	

And the transferee covenants with the transferor with full and free right and liberty for the transferee from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land and at such depths or levels below the surface thereof as the transferee shall think fit such main and reticulating sewers pipes and other works with fittings and appurtenances ~~ENCUMBRANCES, AND REFERRED TO~~ thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required for sewerage purposes and to take up

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 "Signed in my presence by the transferor" } any such works and to substitute in  
 WHO IS PERSONALLY KNOWN TO ME } lieu thereof any new works and with  
 the right of support at all times of all such works of the transferee  
 "Signed as shall for the time being be in the land AND for any of the  
 purposes aforesaid to enter go return pass and repass upon along and  
 over the said land and make and sink excavations shafts and cuttings  
 in and through the said land and } Accepted, and I hereto certify this Deed to be correct  
 for the purpose of the Real Property Act.  
 Signed in my presence by the transferee } bring and place thereon and remove  
 WHO IS PERSONALLY KNOWN TO ME } therefrom such machinery materials  
 articles and things as the transferee shall think fit AND in relation  
 to the said works and the said land and the said works and the said land

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-recognition on back of form signed by the attorney before a witness.

§ 2-333.—S. 1954, 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person liable or negligently omitting to do so a penalty of £50; and that if of his firm) is permitted liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, each transferee must accept personally

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alterations being verified by signature or initials in the margin, or noticed in the attestation.

(2)

F.249371

to such easement and rights as are hereinbefore transferred to the transferee THE TRANSFEROR doth hereby covenant with the transferee THAT the transferor will not erect construct or place upon the said land any building or other structure whatever until the transferee shall have first constructed through the said land a main sewer having a cross section of such area not less than that of a circle 36-inches in diameter as the transferee may determine AND that the transferor will not at any time after the transferee shall have constructed such main sewer as aforesaid erect construct or place any building or other structure whatever upon the said land without the prior approval of the transferee first had and obtained nor otherwise than in strict compliance with such conditions as the transferee may impose AND that the transferor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land AND the TRANSFEEEE doth hereby COVENANT with the transferor that the transferee whenever in exercise of any of the rights powers and authorities aforesaid it shall damage or remove any fences of the transferor ~~it~~ shall reinstate and restore them to their former condition so far as shall be reasonably practicable.

ENCUMBRANCES, &c. REFERRED TO.

Reservation of mines and minerals in Transfer No. A. 414540.

Building covenants in Transfer No. D. 58530.

SIGNED at Warrington the 24th day of June 1950.

SIGNED in my presence by the )  
transferor LOUIE VERNER who )  
is personally known to me : )

James J. Verner

Transferor.

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

THE COMMON SEAL of THE METROPOLITAN  
WATER SEWERAGE AND DRAINAGE BOARD  
was affixed hereto in the presence  
of a quorum of the Board on the  
day of June 1950  
AS WITNESS the hands of \_\_\_\_\_  
and \_\_\_\_\_  
two of  
the Members in whose presence the  
Seal was so affixed.

SECRETARY,  
METROPOLITAN WATER  
SEWERAGE & DRAINAGE  
BOARD

Transferree.



F249371

No. ....

LODGED BY R. W. HOOKE  
Solicitor for M.W.S.&D. BOARD,  
34 Pitt Street, S.Y.D.N.E.Y.  
CONSENT OF MORTGAGEE!  
(N.B.—Before execution read marginal note)

I,

mortgagee under Mortgage No. ....  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

# MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. .... Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19

Signed in the presence of—

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

# CERTIFICATE OF J.P., &c., TAKING DECLARATION OF 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 signatures of the said is own handwriting; and that he was of sound mind and freely and voluntarily signed the same.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
		To be filled in by person lodging dealing.
		1. Received Docs.
		2. Nos.
		3.
		4.
		5.
		6. Receiving Clerk.
		7.
Checked by	Particulars entered in Register Book, Volume 5309 Folio 63.	
Passed (in S.D.B.) by		
Signed by	the 19th day of April 1951 minutes past 3 o'clock in the afternoon Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

# PROGRESS RECORD.

	Initials	Date
Sent to Survey Engr. A.		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supl. of Engr. A.		
Cancellation Clerk		
VOL.		FOL.

IT 120 31437-W

# EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following are payable:—(c) 2/- for each additional Certificate included in the Transfer, (d) 2/- for each new Certificate of Title issued, (e) 1/- where the Transfer contains covenant purporting to affect the use of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds ten folios, (i) 2/- for entries involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the





MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900.)

I, JOHN BOWDEN FEHON of Ashfield Engineer

(Trusts must not be disclosed in the transfer)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

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

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

c If all the references cannot be conveniently inserted in form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d Part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot 136, D.P. 3445 or belonging to the land shown in the plan annexed hereto being the residue of the land in certificate for 3445 registered Vol. 136 Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a Justice of the Peace, or a Commissioner of the Police, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

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

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 hereunder, in consideration of TWENTY FIVE POUNDS

(£25. 0. 0.) (the receipt whereof is hereby acknowledged) paid to me by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called transferee) DO HEREBY (with the consent of The Colonial Mutual Life Assurance Society Limited (in and executing these presents) TRANSFER to the said transferee an easement or right to use for the construction and maintenance (herein called transferee) of works for sewerage purposes the surface and the subsoil or undersurface of

ALL such Estate and Interest in ALL the land mentioned in the schedule following :-

County.	Parish.	Reference to Title (c)			Description of Land (if part only).	(d)
		Whole or Part.	Vol.	Fol.		
Cumberland	Sutherland	Part	3445	136	Being the land edged red on the plan marked "A" annexed hereto	

And the transferee covenants with the transferor with full and free right and liberty for the transferee from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land and at such depths or levels below the surface thereof as the transferee shall think fit such main and reticulating sewers pipes and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required for sewerage purposes and to take up any such works and to substitute in lieu thereof any new works and with the right of

return pass and revass upon and over the said land and make and sink and place thereon and remove therefrom such machinery materials articles and things as the transferee shall think fit AND in relation to such easement and

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. Signed in my presence by the transferee. I hereby COVENANT with the transferee THAT the transferor will not erect, construct or place upon the said land any building or other structure whatever until the transferee shall have first constructed through the said

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B. - Section 127 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **F 567983** LODGED BY **R. V. HOOK**,  
**CONSENT OF MORTGAGEE.** Solicitor for M.W.S. & N. Board,  
B.B.—Before execution read marginal note. 341 Pitt Street, Sydney.

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims  
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

I, \_\_\_\_\_ hereby the undersigned states that he has no notice of the revocation of the Power  
of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has  
just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of— \_\_\_\_\_

### CERTIFICATE OF J.P. &c., TAKING DECLARATION OF 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 \_\_\_\_\_ own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

\* This consent is appro-  
priate only to a transfer  
of part of the land in  
the Certificate of Title  
or Crown Grant. The  
mortgagee should ex-  
ecute a formal discharge  
when the land trans-  
ferred is the whole of  
or the residue of the land  
in the Certificate of Title  
or Crown Grant or is  
the whole of the land  
in the mortgage.

\* Strike out unnecessary  
words. Add any other  
matter necessary to  
show that the power is  
effective.

\* To be signed by  
Registrar-General,  
Deputy Registrar-  
General, a Notary  
Public, J.P., Commis-  
sioner for Affidavits, or  
other functionary  
before whom the  
attesting witness  
appears.  
Not required if the  
instrument itself be  
signed or acknowledged  
before one of these  
parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
<input checked="" type="checkbox"/>	<b>1. Gt. of easement</b>	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume <b>3445</b> Folio <b>136</b>	1. _____ Received Docs. 2. _____ Nos. 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ Receiving Clerk.
Passed (in S.D.B.) by	the <b>18<sup>th</sup></b> day of <b>March</b> 19 <b>52</b>	
Signed by	<b>St. H. Kelly</b> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

### PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...		
Draft examined...		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		FOL.

K 1144 St 437-W

### EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 4/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 1/- to 10/- for each new Certificate of Title issued, (e) 5/- where the Transfer contains covenant purporting to affect the use of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 2/- where partial discharge of a mortgage is endorsed on the Transfer (h) 2/- for each additional folio where the Certificate exceeds ten folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue

- 2 -

F 567983

288100

land a main sewer having a cross section of such area not less than that of a circle 36-inches in diameter as the transferee may determine AND that the transferor will not at any time after the transferee shall have constructed such main sewer as aforesaid erect construct or place any building or other structure whatever upon the said land without the prior approval of the transferee first had and obtained nor otherwise than in strict compliance with such conditions as the transferee may impose AND that the transferor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land AND the TRANSFEE doth hereby COVENANT with the transferor that whenever in exercise of any of the rights powers and authorities aforesaid it shall damage or remove any fences of the transferor the transferee will reinstate and restore them to their former condition so far as shall be reasonably practicable.

ENCUMBRANCES, &c., REFERRED TO.

Exception and reservation of all mines, etc. contained in Transfer No. A.414540.

Covenant contained in Transfer No. A.925740.

Drainage Easement on D.P. 9247. Mortgage No. D.143148.

SIGNED at Sydney the thirty-first day of October 1951.

SIGNED in my presence by the transferor JOHN BOWDEN FEHON who is personally known to me:

*W. J. Brown*  
*Solicitor*  
*14 Market Place*  
*Sydney*

*J. Fehon*

Transferor

SIGNED in my presence by THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED by its Attorneys Alfred Charles Lewis and Frederick Rowland Kneeshaw who are personally known to me:

*Frederick Kneeshaw*

THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED by its Attorneys.

*Alfred C. Lewis*  
*F. R. Kneeshaw*

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

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the thirty-first day of October, 1951. AS WITNESS the hands of George Augustus Fowle and George Ernest Maunder two of the Members in whose presence the Seal was so affixed.

*G. A. Fowle*  
*G. E. Maunder*

Transferee

*W. J. Brown*  
SECRETARY  
METROPOLITAN WATER  
SEWERAGE & DRAINAGE BOARD



- 3 -

F 567983

IF 567983

MEMORANDUM AS TO NON REVOCATION OF POWER OF ATTORNEY.

Memorandum whereby the undersigned state that they have no notice of the revocation of the Power of Attorney Registered Number 18280 (Miscellaneous Register) (Attested copy filed Number 16900) or of the Supplementary Power of Attorney Registered Number 19506 (Miscellaneous Register) (Attested copy filed Number 16989) under the authority of which they have just executed the withinwritten consent to easement.

Signed at Sydney the *second* day of *October* 1951.

Signed at the place in the State  
abovementioned in the presence of }

Director....*W. P. L.*.....

Director....*A. J. M.*.....

*Ch. G. J.*

3



RP 13



# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

SOUTH WALES

50/73974 REC. SR

OFFICE USE ONLY

A1+

36

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple on a grant over  
the land hereinafter described, subject to the following encumbrances and interests

1. Rights to mine under Transfer No. A414540.
2. Covenants created by Transfers Nos. A925740, B103395, C9181 and D58530.
3. Easement for Sewage Purposes created by Transfers Nos. F249371 & F567983
4. Mortgage No. N970756

in consideration of ONE HUNDRED DOLLARS (\$100)

(the receipt whereof is hereby acknowledged), paid to the transferor by The Proprietors Strata Plan No.

9473 DO HEREBY TRANSFER AND RELEASE TO

hereby transfers to

THE PROPRIETORS STRATA PLAN NO. 9473

hereinafter referred to as the TRANSFEE

an estate in fee simple all such its estate and interest

in the land described in the following schedule

Reference to title		Whole or part	Description of land if part only	County	Parish
Volume	Folio				
12797	139	part	That part of easement 7.925 wide over lots 31 and 32 in Deposited Plan 9247 as shown on plan annexed hereto, which part contains an area of 11.4m <sup>2</sup> .	Cumberland	Sutherland

Dated at SYDNEY this 10th day of SEPTEMBER 1975  
Signed for and on behalf of THE  
METROPOLITAN WATER SEWERAGE  
AND DRAINAGE BOARD by JAMES  
ROBERT LUMSDAINE its duly consti-  
tuted Attorney-at-Law who is  
personally known to me

THE METROPOLITAN WATER SEWERAGE AND  
DRAINAGE BOARD by its Attorney who hereby  
states that at the time of his executing  
this instrument he has no notice of the  
revocation of the Power of Attorney Regd.  
No. 142112 Miscellaneous Register under  
the authority of which he has executed  
this instrument

Assistant Solicitor for the Board

Name of witness (BLOCK LETTERS)  
Qualification of witness

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

Signature of witness

Name of witness (BLOCK LETTERS)


Address of witness

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

Solicitor for the Transfer

RULE UP ALL BLANKS

40398A

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
<b>TRANSFER &amp; release of easement</b>		Lodged by <u>W. P. SMOOTHLY</u> Solicitor for the Board Cnr. Pitt & Bathurst Sts. SYDNEY 20648 Phone No: <u>20648</u> Documents lodged herewith 1. <u>CITY PLAN</u> 2. <u>9/10/75</u> 3. <u></u> 4. <u></u>	
Checked <u>11/3</u> Passed <u>25</u> <u>26/9</u> Signed <u>[Signature]</u>	REGISTERED <u>8.10.1975</u> <u>[Signature]</u> Registrar General 	Received Documents <u></u>	Receiving Clerk <u></u>
		<b>AUTHORITY FOR USE OF INSTRUMENT OF TITLE(A)</b> Authority is hereby given for the use of _____ (Insert reference to certificates, grants or dealings) lodged in connection with _____ for the (Insert number of plan or dealing) registration of this dealing and for delivery to _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)	
		<b>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY</b> (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ the _____ day of _____ 19____ _____ Signature of attorney _____ Signature of witness	
		<b>CERTIFICATE OF J.P., &amp;c., TAKING DECLARATION OF ATTESTING WITNESS(B)</b> I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19____ and declared that he personally knew _____ _____ the person signing the same, and whose signature thereto he has attested, and that the 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. _____ Signature _____ Name (BLOCK LETTERS) _____ Qualification	

(A) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

(B) Not required where dealing attested in accordance with note (a); in either case to be signed by one of the persons related to in note (a).

**M.P. Relained**  
1979

Plan Form 1

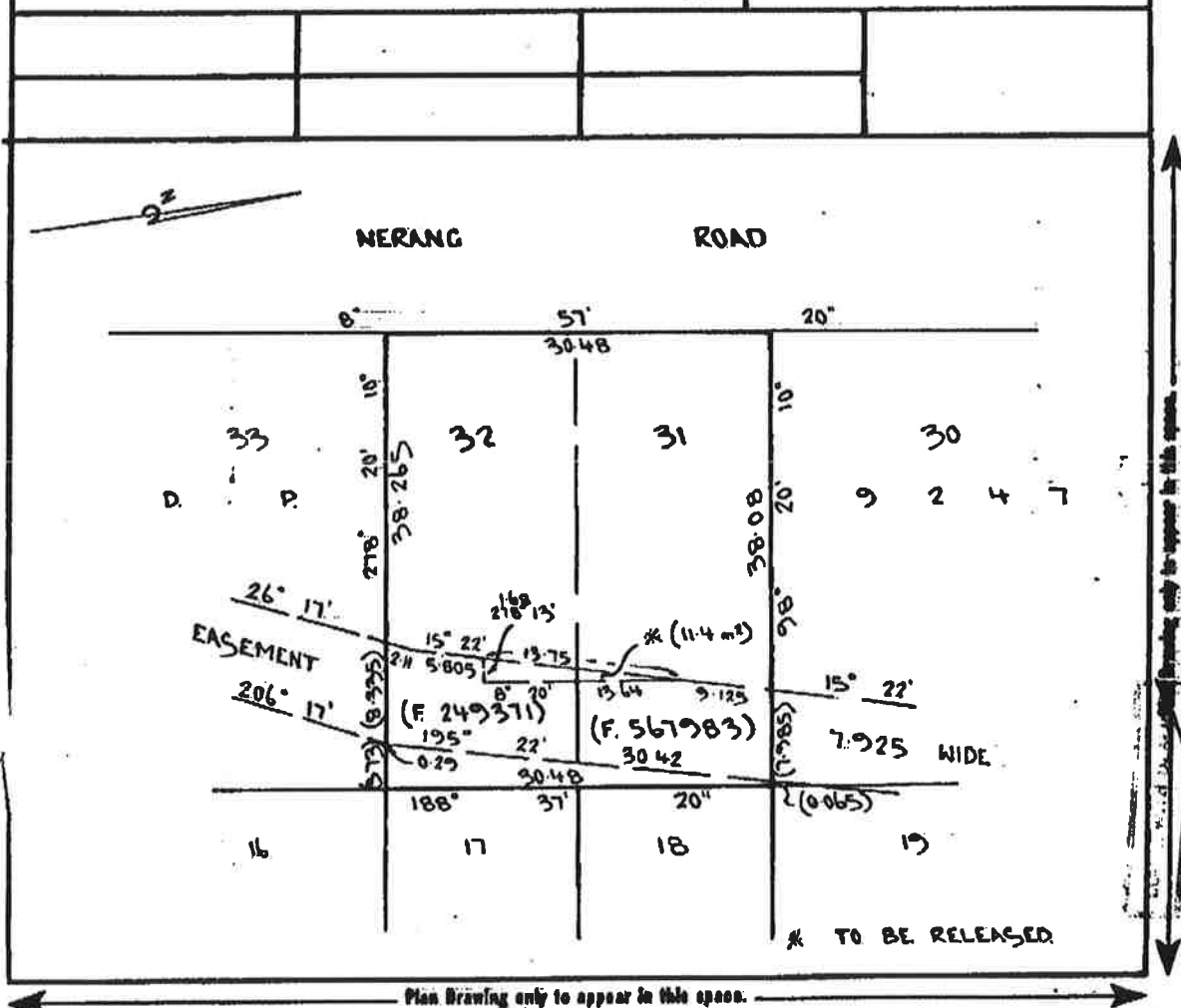
WARNING: CRE

Council Clerk's Certificate.	Surveyor's Certificate
<p>I hereby certify that—</p> <p>(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and</p> <p>(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, the Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,</p> <p>have been complied with by the applicant in relation to the proposed</p> <p>(insert "new road", "subdivision" or "consolidated lot") set out hereon.</p> <p>Subdivision No. ....</p> <p>Date. ....</p> <p>(Signature) ..... Council Clerk.</p> <p><small>*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. †Delete if inapplicable.</small></p>	<p><b>GEOFFREY CHARLES FORSHAW</b></p> <p>of <b>C. V. FORSHAW, 25 ALBYN ST, BEXLEY</b></p> <p>a surveyor registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this plan has been compiled from information plan furnished to me by the applicant and is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1932, and was completed on</p> <p><b>17<sup>th</sup> JUNE, 1975</b></p> <p>Signature <i>Geoffrey Charles Forshaw</i> Surveyor registered under Surveyors Act, 1928, as amended. Datum of ... <small>*Strike by either (1) or (2). †insert date of survey.</small></p>
<p>Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SIGNED for and on behalf of the METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by its Attorney who hereby states that at the time of his executing this instrument he has no notice of the revocation of the power of Attorney Registered No. 142112 Miscellaneous Registrar under the authority of which he has executed this instrument.</p> <p><i>[Signature]</i> Assistant Solicitor for the Board</p> </div> <div style="width: 45%;"> <p>THIS IS THE PLAN REFERRED TO IN THE RELEASE BETWEEN THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD AND THE HUNTER DISTRICT WATER SEWERAGE AND DRAINAGE BOARD.</p> <p>THIS 10TH DAY OF SEPTEMBER 1975.</p> <p><i>[Signature]</i> W.C. WELLS Solicitor for the Transfer</p> </div> </div>	
<p>0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160</p> <p>Table of mm</p> <p>SURVEYOR'S REFERENCE: <b>389 - 2836</b></p>	

ASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY

<b>PLAN</b> SHOWING PART OF EASEMENT 7.925 WIDE OVER LOTS 31 & 32, D.P. 9247 TO BE RELEASED.		<b>P416509</b> *	
Registered: .....		C.A.: .....	
Title System: .....		Purpose: .....	
Ref. Map: .....		Last Plan: .....	
Divn./Shire City: <b>SUTHERLAND</b>	Locality: <b>CRONULLA</b>		
Parish: <b>SUTHERLAND</b>	County: <b>CUMBERLAND</b>		
Reduction Ratio 1: <b>400</b>		Lengths are in metres.	



Plan Drawing only to appear in this space.

97-15CB



B

## CHANGE OF BY-LAW

Strata Titles Act 1973  
Real Property Act 1900



2962041

COMMON PROPERTY  
REFERENCE TO TITLE

CP/SP9473

LODGED BY

L.T.O. Box  
618C

Name, Address or DX and Telephone  
J.S. Mueller & Co  
240 Princes Highway  
ARNCLIFFE NSW 2205

REFERENCE (max. 15 characters): BWB:TO:4715

CB

THE PROPRIETORS of STRATA PLAN 9473 certify that pursuant to a resolution passed on 10th March 1997, and in accordance with the provisions of section 58(2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

REPEALED BY-LAW No. ....

INSERTED / ADDED BY-LAW No. 30

..... as fully set out below.

30. The Proprietors of each lot, for the time being, are responsible for properly maintaining and keeping in a state of good and serviceable repair the tiles located on the floor of the kitchen and balcony of the proprietor's lot.

The Common Seal of The Proprietors - Strata Plan No. 9473  
was affixed on 27<sup>th</sup> MARCH 1997 in the presence of

X *[Signature]*  
Signature of Witness  
X KERRY CUSDELL  
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



0694LTO

CHECKED BY (Office use only)

Reg 59  
*[Signature]*



**COUNCIL'S CERTIFICATE (s. 66(5))**

I certify that the Council of ..... has approved the change of by-laws set out herein.  
DATE .....  
APPLICATION No. ....  
Authorised Officer

**INSTRUCTIONS FOR COMPLETION**

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

**(A) COMMON PROPERTY REFERENCE TO TITLE**

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

**(B) LODGED BY**

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

**(C) STRATA PLAN**

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

**(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER**

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

**(E) EXECUTION**

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

**(F) COUNCIL'S CERTIFICATE**

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

**The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.**

*If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.*



Fhn/Davies /Src:M

Form: 15CB

Licence: 98M111

Edition: 0106

**CHANGE OF BY-LAWS**New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900**8747509Q**. **PRIVACY NOTE:** this information is legally required and will become part of the public record**A) TORRENS TITLE**

For the common property

**CP/SP 9473****B) LODGED BY**Delivery  
Box

Name, Address or DX and Telephone

CODE

**GARY ADAMSON REAL ESTATE**  
**3/29 Croydon St**  
**Cronulla NSW 2230 (9523-0466)**

Reference (optional):

**CB****C) The Owners-Strata Plan No 9473** ..... certify that pursuant to a resolution passed on **24/06/2002** .....  
and in accordance with the provisions of—**D) • section 54 of the Community Land Management Act 1989**

• section ..... of the Strata Schemes (Freehold Development) Act 1973

• section **52 (1)** ..... of the Strata Schemes Management Act 1996

• order No ..... of the Strata Schemes Adjudicator

• order No ..... of the Strata Schemes Board

the by-laws are changed as follows—

**(E) Repealed by-law No** .....  
Added by-law No **21 & 22** .....  
Amended by-law No .....  
as fully set out below:**SEE PAGES 2,3,4 and 5 APPENDIXED TO FORM 97-015CB**  
**CHANGE OF BY LAW STRATA PLAN 9473****(F) The common seal of the Owners-Strata Plan No 9473** .....was affixed on **June 25<sup>th</sup> 2002** ..... in the presence ofSignature(s) Name(s) **John Keane**

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

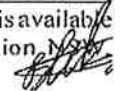
**(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

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

Signature of authorised officer .....

Name and position of authorised officer .....

All handwriting must be in block capitals.

Page 1 of **5**A set of notes on this form (15CB-2) is available  
from Land and Property Information 

**PAGE 2 APPENDIXED TO FORM 97-015CB  
CHANGE OF BY LAW STRATA PLAN 9473**

- 21. SPLIT SYSTEM AIR CONDITIONER.** That it be specially resolved that the owners for the time being, of lot 2 shall have rights and privileges of exclusive use of a designated area or areas of common property, as described in the letter from the owner of lot 2 attached to these minutes as may be needed to allow for the installation of the split system air conditioning unit.

Rights of exclusive use is granted subject to the following conditions:-

1. That the air conditioning unit shall at all times remain the property of the owners for the time being of lot 2 and be installed at the cost of the owner of lot 2.
2. That the installation of the air conditioning unit shall be done in a proper and workmanlike manner by an appropriately licensed tradesman.
3. The owners for the time being will be liable for any damage caused to any part of the common property as a result of the installation, use, maintenance, repair or removal of the air conditioning unit and will make good that damage immediately after it occurred.
4. That the installation of the air conditioning unit conform to any and all local Government regulations, should they be in force, pertaining to such matters. That permits are to be obtained, from appropriate authorities, should that be required.
5. That the installations comply with the relevant regulatory By Laws of the Strata Schemes Management Act 1996, especially By Laws 1 & 17.
6. That the owners for the time being of lot 2 accept the responsibility of the Owners corporation as per section 54(1)(b) of the Strata Schemes Management Act 1996, for the maintenance and repair of the air conditioning unit as well as the area/s of common property for which rights of exclusive usage have been granted.
7. Should the owners for the time being, fail to fulfil their obligation as per section 54(1)(b) of the Act, and this by-law the owners corporation may:
  - (a) carry out all works necessary to perform that obligation;
  - (b) enter upon any part of the lot to perform the works; and
  - (c) recover the costs of carrying out that works from the owner including any costs or legal costs that may be incurred to effect such works or recovery of the costs so incurred.

PAGE 3 APPENDIXED TO FORM 97-015CB  
CHANGE OF BY LAW STRATA PLAN 9473

11. 6. 2002

Mrs. MILUSE MOUTELIK  
22/14-16 NERANG Rd  
CRONULLA NSW 2230  
PH: (02) 9523 0487

THE PROFESSIONALS  
GARY ADAMSON — REAL ESTATE  
3/ 29-31 CROYDON ST.  
CRONULLA NSW 2230

DEAR Mr. ADAMSON,

I WOULD LIKE TO INSTALL AIRCONDITIONING  
AT UNIT 2/129-131 ELOVERA Rd  
CRONULLA 2230.

THE AIRCONDITIONING IS FUJITSU,  
WALL MOUNTED TYPE. SPLIT SYSTEM  
α REVERSE CYCLE. MODEL NO:  
AST 24R WITH 2-5 HP. MOTOR.

I INTEND TO INSTALL THE INSIDE PART  
OF THE AIRCONDITIONING ON THE TOP  
OF THE WALL, ABOVE SLIDING DOOR  
LEADING TO OUR BACK YARD.  
THE OUTSIDE PART WILL GO ON THE  
GROUND OF MY BALCONY IN THE LEFT  
HAND CORNER.

PAGE 4 APPENDIXED TO FORM 97-015CB  
CHANGE OF BY LAW STRATA PLAN 9473

I BELIVE SIMILAR AIRCONDITIONING  
IS ALREADY INSTALLED IN UNIT NO: 10.  
THE WORK WOULD BE DONE "HESS AIR PT.  
2

I AM ENCLOSING PHOTOCOPIES FROM  
BROSHURE & SPECIFICATION & QUOTE  
FOR EVERYBODY'S APPROVAL.

MR. ADAMSON, WOULD YOU PLEASE  
INCLUDE THIS IN OUR NEXT  
STRATA MEETING.

THANK YOU VERY MUCH.

YOURS SINCERELY

M. Manley

**PAGE 5 APPENDIXED TO FORM 97-015CB  
CHANGE OF BY LAW STRATA PLAN 9473**

**22. SOLATUBE 400.** That it be specially resolved that the owners for the time being, of a lot 22, shall have rights and privileges of exclusive usage of a designated area or areas of common property, as may be needed to allow for the installation of the Solatube 400 in the living room of unit 22

Rights of exclusive usage were granted subject to the following conditions:-

1. That the Solatube shall at all times remain the property of the owners for the time being of lot 22 and be installed at the cost of the owner of lot 22.
3. That the installation shall be done in a proper and workmanlike manner by an appropriately licensed tradesman.
3. The owners for the time being will be liable for any damage caused to any part of the common property as a result of the installation, use, maintenance, repair or removal of the Solatube and will make good that damage immediately after it occurred.
4. That the installations conform to any and all local Government regulations, should they be in force, pertaining to such matters. That permits are to be obtained, from appropriate authorities, should that be required.
8. That the installations comply with the relevant regulatory By Laws of the Strata Schemes Management Act 1996, especially By Laws 17.
9. That the owners for the time being of lot 22 accept the responsibility of the Owners corporation as per section 54(1)(b) of the Strata Schemes Management Act 1996, for the maintenance and repair of the Solatube as well as the area/s of common property for which rights of exclusive usage have been granted.
10. Should the owners for the time being, fail to fulfil their obligation as per section 54(1)(b) of the Act, and this by-law the owners corporation may:
  - (d) carry out all works necessary to perform that obligation;
  - (e) enter upon any part of the lot to carry out the works; and
  - (f) recover the costs of carrying out that works from the owner including any costs or legal costs that may be incurred to effect such works or recovery of the costs so incurred.

The Common Seal of the Owners of Strata Scheme ...9473.....

Was affixed on .....June 25<sup>th</sup>, 2002.....in the presence of

Name/s .....John Keane .....

Signature/s ..... .....



Fhn/Davies / Src:M

Form: 15CB

Licence: 98M111

Edition: 0106

**CHANGE OF BY-LAW**New South Wales  
Strata Schemes Management Act  
Real Property Act 1900**AC505179M****PRIVACY NOTE:** this information is legally required and will become part of the public record**1) TORRENS TITLE**

For the common property

CP/SP 9473

**2) LODGED BY**

Delivery Box  1011N	Name, Address or DX and Telephone 123723T  Reference (optional): ADAMSONS	R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 9544 1520 Fax: 9523 3732	CODE  <b>CB</b>
---------------------------	--	---	-----------------------

3) The Owners-Strata Plan No 9473 certify that pursuant to a resolution passed on .....  
and in accordance with the provisions of—

- 4) • section 54 of the Community Land Management Act 1989
- section ..... of the Strata Schemes (Freehold Development) Act 1973
  - section 47 ..... of the Strata Schemes Management Act 1996
  - order No ..... of the Strata Schemes Adjudicator
  - order No ..... of the Strata Schemes Board

the by-laws are changed as follows—

- 5) Repealed by-law No .....  
Added by-law No SPECIAL BY LAW N°1  
Amended by-law No .....  
as fully set out below:

AS DETAILED ON ANNEXURE "A".

- 6) The common seal of the Owners-Strata Plan No 9473 was affixed on 12 AUGUST 2006 in the presence of—  
Signature(s) [Signature]  
Name(s) LLOYD RICHARD DODD  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to assist the affixing of the seal.

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

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

Signature of authorised officer .....

Name and position of authorised officer .....

All handwriting must be in block capitals.

Page 1 of 2

A set of notes on this form (15CB-2) is available from Land and Property Information NSW

[Signature]

ANNUAL GENERAL MEETING 6TH June, 2006

## ANNEXURE "A"- STRATA PLAN 9473

That the following by law be added to those already applying to the strata scheme and that notification be lodged for registration at the Land Titles Office:

**"Special By Law No 1**

The Owners Corporation are empowered to enter into an agreement with Foxtel to arrange the installation of pay television equipment at the property.

The Owners Corporation to pay any fees for the installation of the infrastructure.

Individual residents to pay any connection fees that Foxtel may require at the time of connection to their lot.

*\*In order for Special resolution to be passed, no more than 25% of unit entitlement present and entitled to vote may vote against the motion.*

2

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

## CHANGE OF BY-LAWS

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



AD992546N

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

(A) TORRENS TITLE

For the common property

CP/SP9473

(B) LODGED BY

Delivery  
Box

iw

Name, Address or DX and Telephone

Adamson's The Professionals  
PO Box 166  
Caringbah NSW 2229

Reference (optional):

CODE

CB

(C) The Owners-Strata Plan No 9473 certify that pursuant to a resolution passed on 08 May 2008

and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE

Added by-law No NOT APPLICABLE

Amended by-law No 16

as fully set out below.

The Owners Corporation repealed option A of By Law 16

The Owners Corporation adopted option C of By Law 16

(F) The common seal of the Owners-Strata Plan No 9473  
was affixed on 8th May 2008 in the presence of—

Signature(s):

Magnus Petersson

Name(s): Magnus Petersson

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 1

LAND AND PROPERTY INFORMATION NSW



Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

## CHANGE OF BY-LAWS

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



AD992547L

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

(A) TORRENS TITLE

For the common property  
CP/SP9473

(B) LODGED BY

Delivery  
Box

IW-

Name, Address or DX and Telephone

Adamson's The Professionals  
PO Box 166  
Caringbah NSW 2229

Reference (optional):

CODE

CB

(C) The Owners-Strata Plan No 9473 certify that pursuant to a resolution passed on 08 May 2008

and in accordance with the provisions of

(D) section 52 (1) 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 2

Amended by-law No NOT APPLICABLE

as fully set out below.

See page 2 appended to Form 15CB change of By Law

(F) The common seal of the Owners-Strata Plan No 9473  
was affixed on 8th May 2008 in the presence of—

Signature(s):

Magnus Petersson

Name(s): Magnus Petersson

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

**Special By Law No 2**

**PART 2 APPENDIXED TO FORM 15CB CHANGE OF BY LAW**

All owners for the time being of the respective lots in strata scheme 9473 by virtue of a special resolution were granted rights and privileges of exclusive usage of an area or areas of common property, to permit the addition, installation or attachment of an electronic garage door to service their lot.

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

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

The common seal of SP9473 was affixed on May 9<sup>th</sup>, 2008 in the presence of:

Name: Magnus Petersson

Signature:.....

*Magnus Petersson*

2008



Form: 15CB  
Release: 3.0  
www.lpma.nsw.gov.au

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



**AG241118C**

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

(A) **TORRENS TITLE**

For the common property

CP/SP 9473

(B) **LODGED BY**

Document  
Collection  
Box

W

Name, Address or DX, Telephone, and Customer Account Number if any

L J Hooker Strata Management - NSW  
PO Box 166  
CARINGBAH NSW 2229

95230466

Reference:

CODE

**CB**

(C) The Owners-Strata Plan No. 9473 certify that pursuant to a resolution passed on 20 May 2010 and

(D) in accordance with the provisions of section 52 (1) 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 no. 3

Amended by-law No. NOT APPLICABLE

as fully set out below:

See page 2 appended to Form 15CB change of By Law

(F) The common seal of the Owners-Strata Plan No. 9473 was affixed on 12 May 2011

Signature(s):

Magnus Petersson

Name(s):

Magnus Petersson



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

## **Page 2 appended to Form 15CB change of By Law**

### **Special By Law No 3 – Exhaust fan**

All owners for the time being of the respective lots in strata scheme 9473 by virtue of a special resolution were granted rights and privileges of exclusive usage of an area or areas of common property, in the common wall of the bathroom to permit the installation of an electric exhaust fan to service the bathroom.

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

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

The common seal of SP 9473 was affixed on  
May 12<sup>th</sup>, 2011 in the presence of:

Name: Magnus Petersson

Signature:.....



Form: 15CB  
Release: 3.2

## CHANGE OF BY-LAWS

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



AH274242Q

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

(A) TORRENS TITLE	For the common property CP/SP 9473		
(B) LODGED BY	Document Collection Box <b>377X</b>	Name, Address or DX, Telephone, and Customer Account Number if any L J HOOKER STRATA MANAGEMENT - NSW P O BOX 166 CARINGBAH NSW 2229 Reference: GARY ADAMSON (02) 9523-0466	CODE <b>CB</b>

(C) The Owners-Strata Plan No. 9473 certify that pursuant to a resolution passed on 09 May 2012 and

(D) in accordance with the provisions of S47 & S52  
the by-laws are changed as follows—

(E) Repealed by-law No. 1-19  
Added by-law No. 1-22 & Special By-Laws 4 & 5  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

1. Rescind By-Laws 1-19 of the Strata Titles Act, 1973
2. Adopt Model By-Laws 1-22 of the Strata Schemes Management Act, 1996 Regulations gazetted 1st September, 2010 with "Option C" of By-Law 17 being adopted
3. Special By-Law 4: Tiles & Membranes  
See "Schedule A" attached hereto
4. Special By-Law 5:  
Adoption of Memorandum AG600000x



(F) The common seal of the Owners-Strata Plan No. 9473 was affixed on 23 August 2012 in the presence of—

Signature(s):

Name(s): CHRISTINE ADAMSON

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

Form: 15CB  
Release: 3-2

# CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 199  
Real Property Act 1900



AK294242C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Re 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 9473		
(B) LODGED BY	Document Collection Box  <b>377X</b>	Name, Address or DX, Telephone, and Customer Account Number if any  STRATA MANAGEMENT CENTRE PTY LTD - ABN 28 002 824 339 P.O. BOX 166 CARINGBAH NSW 2229 A/C# 132508W Reference: GARY ADAMSON (02) 9523-0466	CODE  <b>CB</b>

- (C) The Owners-Strata Plan No. 9473 certify that pursuant to a resolution passed on 05 May 2015 and
- (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. No Applicable  
Added by-law No. Special By-law 6  
Amended by-law No. Not Applicable  
as fully set out below:

Special By-Law 6 - Air Conditioning  
see Annexure A attached hereto



- (F) The common seal of the Owners-Strata Plan No. 9473 was affixed on 07 March 2016 in the presence of—

Signature(s):

Name(s): Gary Adamson

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



## ANNEXURE A – Strata Plan 9473

### Special By-Law 6 – Air Conditioning

That the proprietor(s) of all lot(s) are granted permission for exclusive rights of usage of that part of the common property wall cavity space as may be necessary to enable the installation of electrical wiring, screws, nails, bolts and drainage pipes to enable the installation of a functional air conditioning system or split ducted system upon the following conditions:

- (a) prior to the commencement of any work the owner must obtain all necessary approvals from any relevant Authority and provide a certified copy of the relevant approvals to the Owners Corporation
- (b) effect and maintain public liability insurance of not less than \$10 million and effect workers compensation and home owners building warranty under the 1989 Home Building Act prior to commencement of any works
- (c) the installation of the air conditioning unit and peripheral equipment shall only be undertaken by an appropriately licensed and insured tradesman and a copy of the tradesman's license and insurances shall be provided to the owners corporation and written consent obtained for the installation prior to the commencement of any work
- (d) all costs whatsoever incurred for the purchase, installation and ongoing repairs, maintenance and replacement of the installation or any peripheral equipment and any common property affected by the installation shall be repaired, maintained or renewed as an at the exclusive obligation and cost of the proprietor of the lot.
- (e) the installed equipment shall at all times be kept in good order and condition by the lot owner
- (f) any common property affected by the installation or subsequent repair, maintenance or replacement lack thereof shall be repaired or maintained as necessary at the exclusive expense of the proprietor of the lot
- (g) all machinery and equipment located in common property air space shall be located in such a position and at such height so as not to hinder or endanger any pedestrian traffic lawfully accessing common property and shall be properly maintained in good order, condition and appearance at all times
- (h) should local council approval be required for the installation the lot owner shall obtain such written approval prior to undertaking the installation
- (i) should any part of the installation be able to be viewed from outside the lot the installation shall be of a colour approved in writing by the owners corporation and shall be in keeping with the rest of the development and compliant with the appearance of a lot By-Law.
- (j) any additional insurance costs (if any) that may be incurred by the strata scheme arising from the installation shall be reimbursed upon demand to the owners corporation
- (k) in the event any repair, maintenance or replacement of the installation or the common property is required at any time and the proprietor of the lot fails to undertake such repair or maintenance within fourteen days of being notified in writing by the owners corporation of the requisite repair, maintenance or replacement the Owners Corporation may, at its absolute discretion, undertake such repairs, maintenance or replacement as may be considered appropriate and may recover all costs whatsoever incurred, including but not limited to administrative, legal costs and interest upon demand being served by prepaid post on the proprietor of the lot by the owners corporation
- (l) in the event the installation or any part thereof is removed at any time by the proprietor of the lot, the proprietor must, at the proprietors exclusive cost, have a licensed tradesman reinstate the common property affected by the removal of the installation or part thereof in a tradesman like manner. In the event of any failure on the part of the proprietors, for whatever reason, to do so after being served with a fourteen day notice to effect the designated repair, maintenance or replacement the owners corporation may, at its absolute discretion, arrange to effect such repairs and recover all cost whatsoever incurred in effecting such works
- (m) in the event the owners corporation exercises its rights under paragraph (l) the proprietor of the lot shall provided unhindered access to the lot where necessary to enable the requisite works to be completed
- (n) the decibal emission of any air conditioning machinery servicing a lot shall at all times be maintained within the maximum decibal rating permitted under the provisions of the Environmental Planning and Assessment Act maximum noise emission provisions and/or that of the local Council requirements.
- (o) The proprietor shall indemnify the owners corporation at all times against any costs or losses or litigation arising from or in connection with he subject installation, works and usage.





## **Applicant:**

Lawagents  
Dx 1062  
SYDNEY NSW 2000

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

Certificate no:	ePC:19/1560	Delivery option:	
Certificate date:	12/04/2019	Your reference:	Fhn/Davies

## **Property:**

Lot 17 S/P 9473  
17/14-16 Nerang Road CRONULLA NSW 2230

## **Zone:**

\* Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

### *Notes:*

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

### *Disclaimer:*

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

---

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

---

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

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

- \* Sutherland Shire Local Environmental Plan 2015
- \* 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 (Educational Establishments & Child Care Facilities) 2017
- \* SEPP (Infrastructure) 2007
- \* SEPP (Mining, Petroleum & Extractive Industries) 2007
- \* SEPP (Miscellaneous Consent Provisions) 2007
- \* SEPP (Housing for Seniors or People with a Disability) 2004
- \* SEPP No.19 - Bushland in Urban Areas
- \* SEPP No.21 - Caravan Parks
- \* SEPP No.33 - Hazardous and Offensive Development
- \* SEPP No.50 - Canal Estates
- \* SEPP No.55 - Remediation of Land

- \* SEPP No.64 - Advertising and Signage
- \* SEPP No.65 - Design Quality of Residential Flats
- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences) 2018
  
- \* SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies apply:  
 Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment and SEPP Remediation of Land.

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

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

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

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

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

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

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

- (d) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (b) or (c)

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

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

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

No

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

No

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

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

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

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

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

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

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

## **3. Complying Development**

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

### **Housing Code**

Complying development may be carried out on the land under this

Code.

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

**Housing Alterations Code**

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

**Commercial and Industrial Alterations Code**

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

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

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

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

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

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

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

**Low Rise Medium Density Housing Code**

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

(Note: All land in the Sutherland Shire is deferred from this code until the 1<sup>st</sup> of July 2019.)

**Green Field Housing Code**

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

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

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Inland Code**

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



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

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

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

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

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

**5. Mine Subsidence**

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

**6. Road Widening and Road Realignment**

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

No

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

No

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

No

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

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

The land has been classified as Class 4 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (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.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management

controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

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

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

- (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 3.15 of the Act?

No

## **9. Contribution Plans**

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

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

## **9A. Biodiversity certified land**

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

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

No

## **10. Biodiversity stewardship sites**

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

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

No

## **10A. Native vegetation clearing set asides**

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

No

## **11. Bush fire prone land**

Is the land bush fire prone?

No

## **12. Property Vegetation Plans**

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

No

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

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

No.

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

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

No

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

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

No

### **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

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

No

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

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

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

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

No

## **19. Site verification certificates**

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

If so, this statement includes:

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

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

No

## **20. Loose-fill asbestos insulation**

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

No

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

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

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

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

No

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

No

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

No

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

No

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

No

## **Any Other Prescribed Matter**



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

No

### **Additional Information**

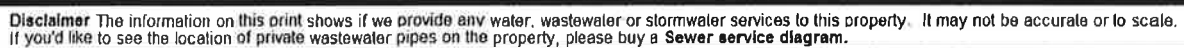
Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon  
Manager Strategic Planning



## METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

## SEWERAGE SERVICE DIAGRAM

No. 310300

Municipality of Sutherland

## SYMBOLS AND ABBREVIATIONS

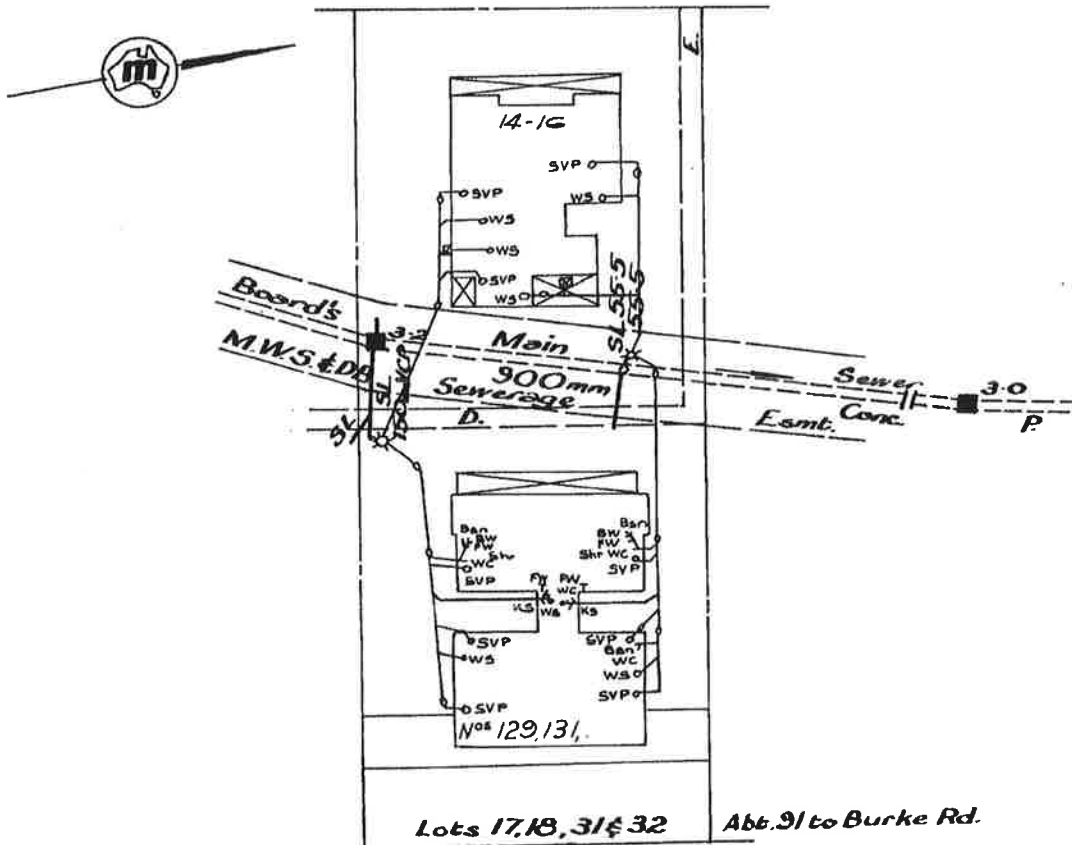
□ Boundary Trap	RV Reflux Valve	IP Induct Pipe	Bsn Basin
⊕ Inspection Shaft	CE Cleaning Eye	MF Mica Flap	Shr Shower
■ Pit	OVERT Vertical Pipe	T Tibs	WIP Wrought Iron Pipe
GI Grease Interceptor	VP Vent Pipe	KS Kitchen Sink	CIP Cast Iron Pipe
Gully	SVP Soil Vent Pipe	WC Water Closet	FW Floor Waste
PT P Trap	DCC Down Cast Cowl	BW Bath Waste	WM Washing Machine

## SEWER AVAILABLE

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

NERANG

RD.



ELOUERA

RD.

RATE No. W.C.s

SHEET No. 4665 U.C.s

Scale 1 : 500

For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.					
Shr.	Inspector	Date			
Bsn.	Examined by	Outfall	CR HL	Inspector	
K.S.		Drafter			
T.	Chief Inspector	Plumber			
Pig.		Boundary Trap			
Dge. Int.	Tracing Checked	Is not required			
Dge. Ext.					

## Disclaimer

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