

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>PULSE PROPERTY AGENTS</b> Level 3, 12 Central Road, Miranda NSW 2228 Email: eric@pulseproperty.com.au	<b>Phone: 02 9525 4666</b> <b>Fax: 02 9525 4699</b> <b>Ref: Eric Guiotto</b>
co-agent		
vendor	<b>PETER CHARLES LAMAN and SUE ELAINE SINCLAIR</b> 7A Bungam Place, Caringbah South NSW 2229	
vendor's solicitor	<b>THE SHIRE CONVEYANCER</b> PO Box 1033, Cronulla NSW 2230 DX 21112 Cronulla NSW Email: abigail@shireconveyancer.com.au	Phone: (02) 9527 7111 Fax: (02) 9527 7122 Ref: ASO:20/472
date for completion	<b>42nd day after the date of this contract</b> (clause 15)	
land (address, plan details and title reference)	<b>5/40 MANCHESTER ROAD, GYMEA NSW 2227</b> Lot 5 in Strata Plan 67618 Folio Identifier 5/SP67618	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

### Choices

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

☒ NO ☐ yes

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

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

### List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 16 other document relevant to tenancies</li> <li><input type="checkbox"/> 17 licence benefiting the land</li> <li><input type="checkbox"/> 18 old system document</li> <li><input type="checkbox"/> 19 Crown purchase statement of account</li> <li><input type="checkbox"/> 20 building management statement</li> <li><input type="checkbox"/> 21 form of requisitions</li> <li><input type="checkbox"/> 22 <i>clearance certificate</i></li> <li><input type="checkbox"/> 23 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 24 insurance certificate</li> <li><input type="checkbox"/> 25 brochure or warning</li> <li><input type="checkbox"/> 26 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 27 certificate of compliance</li> <li><input type="checkbox"/> 28 evidence of registration</li> <li><input type="checkbox"/> 29 relevant occupation certificate</li> <li><input type="checkbox"/> 30 certificate of non-compliance</li> <li><input type="checkbox"/> 31 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 32 property certificate for strata common property</li> <li><input type="checkbox"/> 33 plan creating strata common property</li> <li><input type="checkbox"/> 34 strata by-laws</li> <li><input type="checkbox"/> 35 strata development contract or statement</li> <li><input type="checkbox"/> 36 strata management statement</li> <li><input type="checkbox"/> 37 strata renewal proposal</li> <li><input type="checkbox"/> 38 strata renewal plan</li> <li><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 40 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 41 plan creating neighbourhood property</li> <li><input type="checkbox"/> 42 neighbourhood development contract</li> <li><input type="checkbox"/> 43 neighbourhood management statement</li> <li><input type="checkbox"/> 44 property certificate for precinct property</li> <li><input type="checkbox"/> 45 plan creating precinct property</li> <li><input type="checkbox"/> 46 precinct development contract</li> <li><input type="checkbox"/> 47 precinct management statement</li> <li><input type="checkbox"/> 48 property certificate for community property</li> <li><input type="checkbox"/> 49 plan creating community property</li> <li><input type="checkbox"/> 50 community development contract</li> <li><input type="checkbox"/> 51 community management statement</li> <li><input type="checkbox"/> 52 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 54 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 57 disclosure statement - off-the-plan contract</li> <li><input type="checkbox"/> 58 other document relevant to off-the-plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 59</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything *reasonable* to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

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

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

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

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

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

## **29 Conditional contract**

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

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

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

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

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

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

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## **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.

## **SWIMMING POOLS**

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

## **ADDITIONAL CLAUSES**

Additional Clauses included in the Contract for Sale of Land between:

**VENDOR:** Peter Charles Laman and Sue Elaine Sinclair

**PURCHASER:**

### **33. HEADINGS/INVALIDITY AND CONSTRUCTION**

- 33.1 In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;
- 33.2 Headings are for ease of reference only and do not affect the interpretation of any clause.
- 33.3 In the event of any conflict between the printed clauses of the standard Contract for Sale of Land (2019 edition) and the additional special conditions, these condition clauses shall prevail.

### **34. AMENDMENTS TO STANDARD CONDITIONS**

- 34.1 Clause 7.1.1 is replaced from 5% with 1%;
- 34.2 Clause 7.1.3 is replaced from 14 days with 7 days;
- 34.3 Clause 7.2.1 is replaced from 10% with 5%;
- 34.4 Clause 8.1 the words "on reasonable grounds" are deleted;
- 34.5 Clause 16.12 delete

### **35. REPRESENTATIONS AND WARRANTIES**

- 35.1 No Warranty

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2017, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents provided from the agent of the Vendor.

- 35.2 Entire Agreement

To the extent permitted by law, in relation to the subject matter of this Contract:

- 35.2.1 This Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
- 35.2.2 Supersedes any prior written or other agreement between the parties.

**35.3 No Representation**

Without limiting the generality of clause 33.1, the Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.

The Purchaser acknowledges that the Purchaser:

- 35.3.1 Has made its own inquiries in relation to the property;
- 35.3.2 Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
- 35.3.3 Is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the Purchaser of the property; and
- 35.3.4 Is fully satisfied as to the need for the existence or validity of any development or other approval.

**36. CONDITION**

The Purchaser purchases the property in its present condition and state of repair and shall not make any requisitions, objection or claim against the Vendor in respect of such matters.

**37. DEATH, INCAPACITY AND BANKRUPTCY**

Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion:

- 37.1 being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then Either Party may rescind this Contract by notice in writing to the Other Party's solicitor and the provisions of clause 19 shall apply; or
- 37.2 Or being a company resolves to go into liquidation or have a petition for winding up of the Other Party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the Other Party, then the Other Party is in default and the First Party may, subject to any law to the contrary, affirm or terminate this Contract.

**38. OTHERWISE INCAPACITATED**

38.1 Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion, or at the time required for Completion under this Contract:

- a) Is confirmed to have contracted the COVID-19 Virus and produces a letter confirming same by a medical practitioner or the Australian Government Department of Health.;
- b) Is confirmed to be in self isolation for a period of 14 days and such exposure dates and exposure circumstances are advised to the other parties' representative in writing;
- c) Is confirmed to be appointed as a carer for a related person who has been directed to self isolate, details of the person for whom the party is

appointed as carer and the period for which they are to be self isolated must be served on the other parties representative in writing;

then the parties agree that, should any party to the contract be in any of the above-mentioned circumstances set out in this Clause, the period the subject party is either in self-isolation or in treatment for the COVID-19 Virus will be referred to as the 'Isolation Period'.

The parties agree and acknowledge that, during the Isolation Period, no party is to issue a Notice to Complete until such time as the subject party produces a letter from a medical practitioner or the Australian Government Department of Health confirming that the subject party is medically cleared to no longer remain in self isolation or is no longer infected by the COVID-19 Virus and is cleared from quarantine for same.<sup>8</sup>

### **39. INTEREST**

If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent per annum (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion dated up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

### **40. NOTICE TO COMPLETE**

Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice.

A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

Should the Vendor issue the Notice to Complete then the Vendor shall be entitled to recover a fee of \$440.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

### **41. AGENT**

The Purchaser warrants:

- 41.1 they were not introduced to the vendor or the property by an agent other than the agent noted on the front page of the contract; and
- 41.2 no agent is the effective cause of this sale other than the agent (if any) named as the Vendor's agent on page 1 of this contract.

If the purchaser is in breach of the warranty in Clause 40, the purchaser indemnifies and will save harmless the Vendor against all costs (on an indemnity basis), damages, expenses or other consequential losses touching upon the Purchaser's breach of this warranty.

This clause will not merge on completion.

#### **42. DEPOSIT**

The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Licensed Conveyancer for:

- 42.1 Payment as directed to complete settlement on the vendors sale or purchase;
- 42.2 Towards the deposit on the vendors purchase of property;
- 42.3 For stamp duty on the Vendor's purchase;
- 42.4 Towards a deposit into a retirement institution.

The Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies.

If the deposit is released for the purposes of paying the deposit on a property it will only be released to a Real Estate Agents or a Conveyancer/ Solicitors trust account.

#### **43. TRANSFER**

If this matter does not settle electronically, then The Purchaser acknowledges that a sufficient statement of the Vendor's title shall be deemed to be included in the description of the property herein and that such statement shall have been deemed to have given at the date of making of this Contract. If the Transfer or Conveyance is submitted by the Purchaser or their Solicitor/Conveyancer within 14 days prior to completion the Purchaser shall pay to the Vendor on settlement the amount of \$110.00 (GST inclusive).

#### **44. SETTLEMENT**

If settlement of this matter does not take place at the time appointed for same due to the fault of the Purchaser or his/her mortgagee, then the Purchaser shall pay all fees including but not limited to agency fees and re-certification fees incurred by the Vendor's Conveyancer or his/her mortgagee in relation to any rearrangements of settlement. We estimate this fee to be \$220.00 (GST Inclusive).

Where the Vendor's Conveyancer hold the Certificate of Title or there is no bank included and the Purchaser requested or requires settlement to occur in a venue other than the Vendor's Conveyancers office, then the Purchaser shall allow to the Vendor the reasonable agency fee which the Vendor will incur in meeting the Purchaser's convenience. Nothing herein shall be construed as compelling the Vendor to meet the Purchaser's convenience. We estimate this fee to be approximately \$120.00 (GST Inclusive).

#### **45. EXTENSION OF COOL OFF**

- 45.1 The purchaser agrees and acknowledges that in the event that an extension of the cooling – off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$100.00 plus GST directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event.
- 45.2 This sum shall fall due and payable regardless of:
  - 45.2.1 Whether or not the extension of the cool-off period is granted
  - 45.2.2 Whether or not the purchaser elects or does not elect to exercise their rights to cool –off from the contract in due course

#### **46. REQUISITIONS**

The purchaser agrees that any general Requisition on Title pursuant to clause 5.1 served on the Vendor will be in the form as attached hereto. Notwithstanding clause 5.1 the Requisitions on Title are not deemed to have been raised by the inclusion of this further provision.

#### **47. CHRISTMAS PERIOD**

Despite any other clause in this contract, the vendor will not be required to complete the Contract during the period commencing on Friday 18th December 2020 and ending Monday 11th January 2021 ("the holiday period")

- 47.1 A notice to complete issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion within the holiday period.
- 47.2 Neither party may issue a Notice to Complete during the Holiday Period
- 47.3 If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable under by the purchaser under clause 39 will be calculated from the Completion Date to the date of actual completion after the end of the Holiday Period and shall include the Holiday Period notwithstanding that the Purchaser is ready, able and willing to settle within the Holiday Period.

#### **48. PAYMENT OF DEPOSIT BY INSTALMENTS**

- 48.1 If the Vendor agrees the parties acknowledge that:
  - 48.1.1 The vendor requires payment of a deposit of 10% of the purchase price to be paid as an earnest in performance of the purchaser's obligation to pay the purchase price on completion;
  - 48.1.2 The purchaser has requested that the vendor accept the payment of the deposit by instalments as set out in clause 46.2; and
  - 48.1.3 The vendor has agreed to the purchaser's request to pay the deposit by instalments.
  - 48.1.4 The purchaser agrees that any interest earned on the investment of this deposit shall be payable to the Vendor only.
- 48.2 The purchaser must pay the deposit to the deposit holder as follows:
  - 48.2.1 as to 5% on the contract date; and
  - 48.2.2 as to the balance on or before completion



**49. GUARANTEE & INDEMNITY**

If the purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser

.....

and

.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. In the event that no signature appears below this special condition and/ or no names are inserted at the commencement of this special condition, the Guarantor/s shall be that person or those people who sign this Contract on behalf of the Purchaser.

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....  
Signature of witness:

.....  
Signature of Guarantor

.....  
Name of witness (please print)

.....  
Name of Guarantor (please print)

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....  
Signature of witness:

.....  
Signature of Guarantor

.....  
Name of witness (please print)

.....

## SECTION 66W CERTIFICATE

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

1. I am a \_\_\_\_\_ currently admitted to  
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with  
reference to a contract for the sale of property at 5/40 Manchester Road, Gymea NSW 2227,  
from **Peter Charles Laman and Sue Elaine Sinclair**  
to \_\_\_\_\_  
in order that there is no cooling off period in  
relation to that Contract.
3. I do not act for **Peter Charles Laman and Sue Elaine Sinclair** and am not employed in the legal  
practice of a solicitor acting for **Peter Charles Laman and Sue Elaine Sinclair** nor am I a member  
or employee of a firm of which a Solicitor acting for **Peter Charles Laman and Sue Elaine Sinclair**  
is a member or employee.
4. I have explained  
to \_\_\_\_\_ :
  - (a) The effect of the Contract for the purchase of that property;
  - (b) The nature of this Certificate; and
  - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period  
in relation to the Contract.

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

\_\_\_\_\_  
Name:



FOLIO: 5/SP67618

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/9/2020	4:37 PM	4	8/9/2018

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

LAND

----

LOT 5 IN STRATA PLAN 67618  
AT MIRANDA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

-----

SUE ELAINE SINCLAIR  
PETER CHARLES LAMAN  
AS TENANTS IN COMMON IN EQUAL SHARES (T AF26276)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67618  
2 AF26277 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP67618

SEARCH DATE	TIME	EDITION NO	DATE
14/9/2020	4:38 PM	6	10/2/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67618  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP67618

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67618  
ADDRESS FOR SERVICE OF DOCUMENTS:  
40 MANCHESTER ROAD  
GYMEA 2227

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 A436560 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO  
MINE
- 4 SP67618 EASEMENT FOR DRAINAGE OF WATER 4 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 5 SP67618 POSITIVE COVENANT
- 6 AF2951 CHANGE OF BY-LAWS
- 7 AF202928 CHANGE OF BY-LAWS
- 8 AG731002 CHANGE OF BY-LAWS
- 9 AK833919 CHANGE OF BY-LAWS  
AM120192 REQUEST TO AMEND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 67618

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 80	2	- 80	3	- 79	4	- 76
5	- 77	6	- 73	7	- 70	8	- 73
9	- 73	10	- 69	11	- 62	12	- 63

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP67618

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 67618

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 63	14	- 62				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

20/472

PRINTED ON 14/9/2020

\* 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.



## STRATA CERTIFICATE

Name of Council/Member of Council: The Council of Sutherland Shire  
 being satisfied that the requirements of the  
 Strata Schemes (Freehold Development) Act 1973  
 and the Strata Schemes (Leasehold Development) Act 1986  
 have been complied with, approves of the proposed  
 strata plan.

Illustrated in the enclosure to this certificate.

"The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. The strata plan/strata plan of subdivision is part of a development scheme. The council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the scope of the strata development contract to which it relates."

"The Council does not object to the enforcement of the building beyond the alignment of ....."

"The Accredited Certifier is satisfied that the building complies with a relevant development consent/has taken that allows the enforcement. (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the property or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in Section 88 of the Strata Schemes (Freehold Development) Act 1973 or Section 88 of the Strata Schemes (Leasehold Development) Act 1986."

Date: 13/10/2002  
 Subdivision No: STA13/2002  
 Accreditation No.: .....  
 Relevant Development Consent No.: DA132836  
 Issued By: The Council of Sutherland Shire  
 Authorised Person: *[Signature]*  
 "Complete or delete if applicable."  
 "The By-Laws apply."

## SURVEYOR'S CERTIFICATE

I, PETER GREGORY BENTLEY  
 of G.V. HULL & ASSOC Ph 97922888  
 18 Blamey Street, Revesby 2212  
 a surveyor registered under the Surveyors Act 1928, hereby  
 certify that:

(1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;

(2) (a) the building encroaches on a public place;  
 (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement

has been created by .....  
 is to be created under section 88B of the Conveyancing Act 1919.

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

Signature: *[Signature]*  
 Date: 14th Dec 2001  
 "Table if applicable."  
 "State whether dealing or plan, and quote registered number."  
 THIS IS SHEET 1 OF MY PLAN IN 5 SHEETS.

"Residential Model By-laws adopted for this scheme  
 Keeping of Animals: Option A/B/C  
 Schedule of By-laws in sheets filed with plan  
 The By-Laws apply."  
 "State out whichever is inapplicable"

## SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.
1	80
2	80
3	79
4	76
5	77
6	73
7	70
8	73
9	73
10	69
11	62
12	63
13	63
14	62
AGGREG.	1000

PLAN OF SUBDIVISION OF LOT A IN DP 407527,  
 LOTS 216 & 217 IN DP 9458

LGA: SUTHERLAND SHIRE Suburb/Locality: GYMEA

Parish: SUTHERLAND County: CUMBERLAND

Name of, and \*address for services of notices on, the owners corporation  
 The Owners, Strata Plan No. 67618  
 40 Manchester Road,  
 Gympie NSW 2227  
 \*Address required on original strata plan only.

## FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.  
 PURSUANT TO SEC 88B CONVEYANCING ACT 1919 AND SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. EASEMENT FOR DRAINAGE OF WATER 4 WIDE

2. POSITIVE COVENANT

MALBANE PTY LTD. ACN 085680351

*[Signature]*  
*(SUTHERLAND)*  
*(DUNCAN)*

Mortgagee under Mortgage No. 5819724  
 Signed at Sydney NSW 67th day of  
 14/10/2002  
 Australia Bank Limited ACN 110 004 000  
 by Fiona Mary FERGUSON  
 authorised attorney under Power of Attorney  
 No. 586 6004 0504  
*[Signature]*  
 Manager  
 WesternBank Officer Kylie GRIFFITH  
 255 George Street, Sydney NSW

SP67618

Registered: 18/3/2002

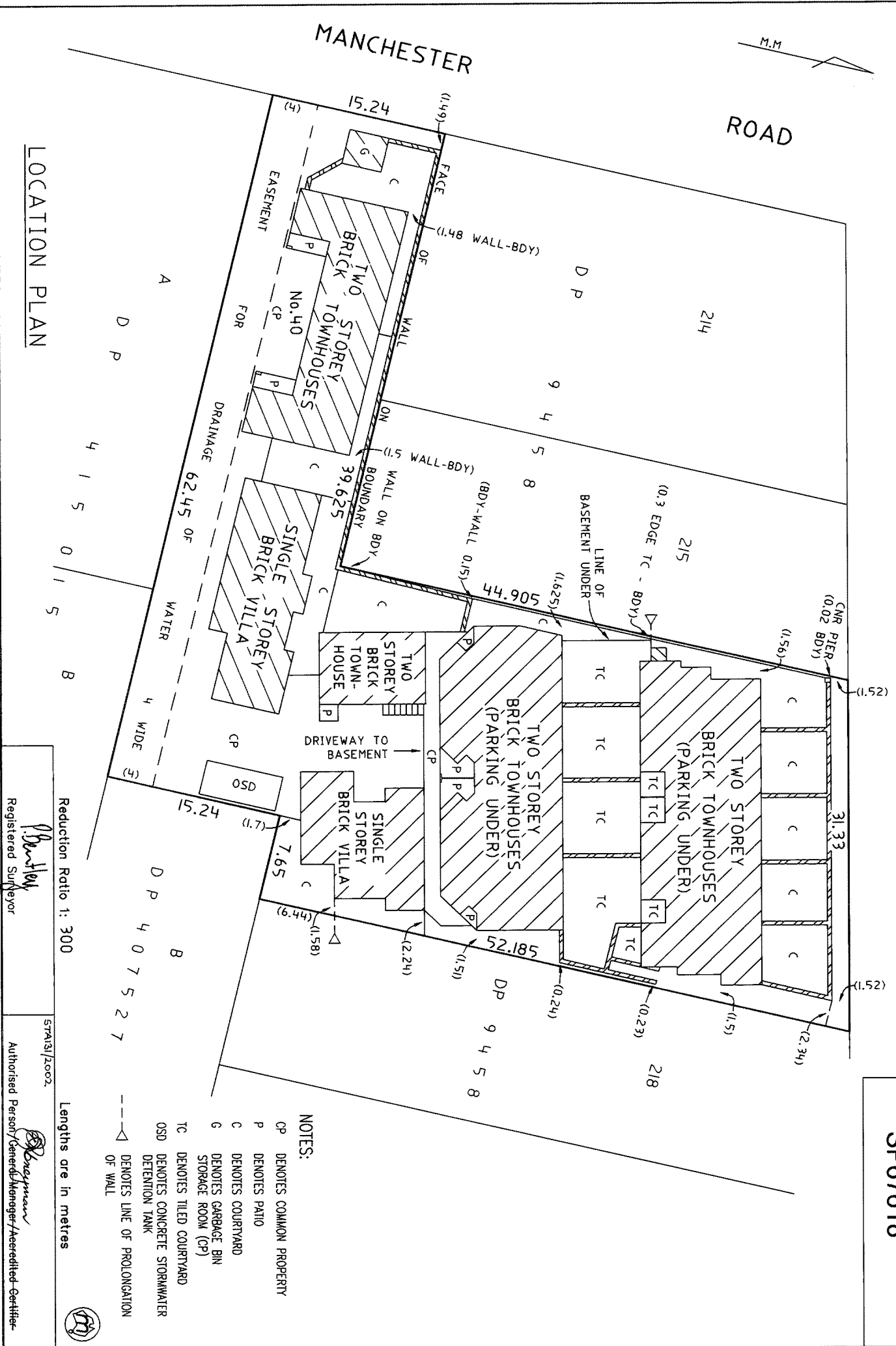
Purpose: STRATA PLAN SUBDIVISION

Ref. Map: U 0030-64

Last Plan: DP407527, DP9458

## THE KINGSWAY

SP67618



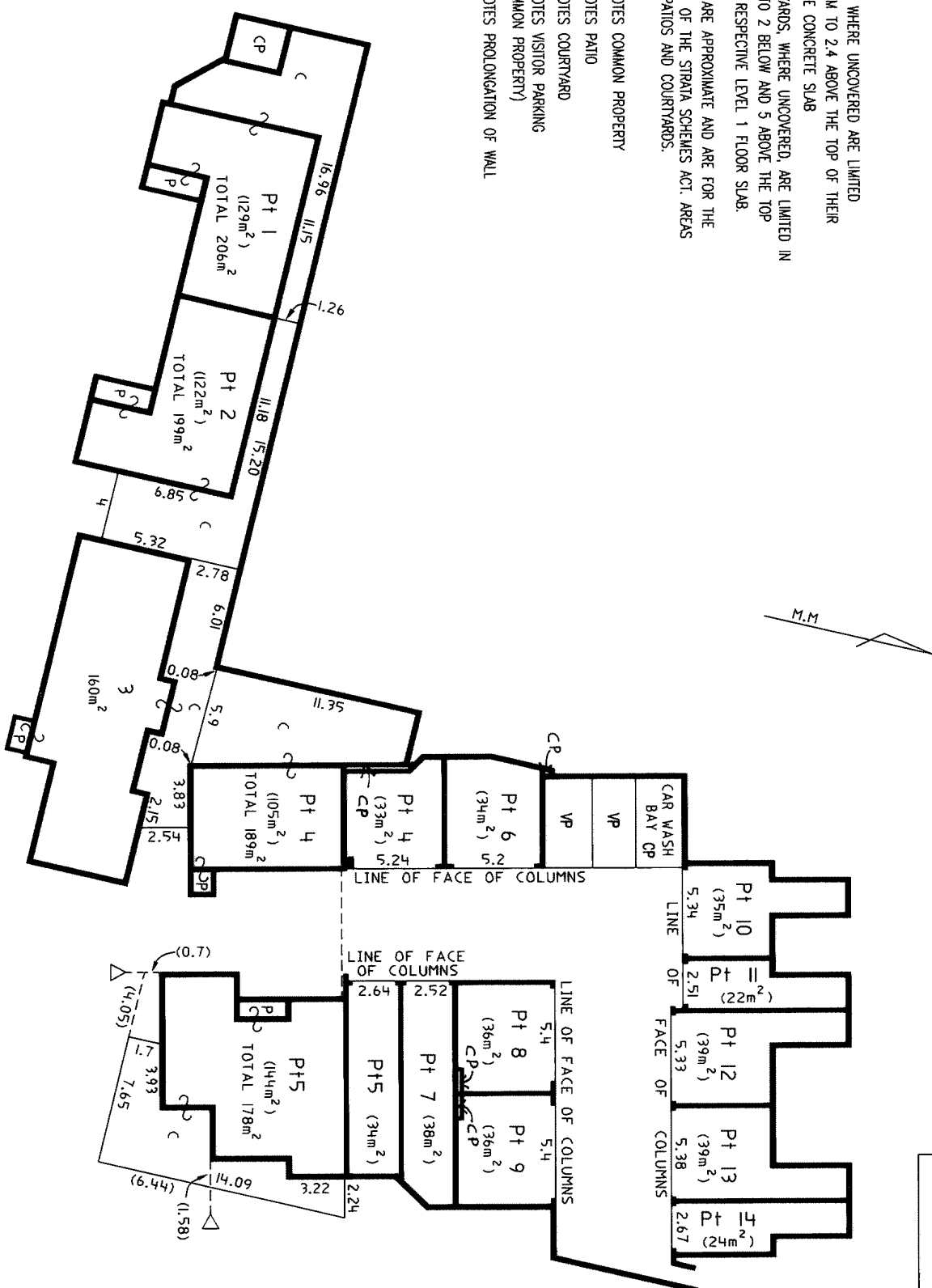
SP67618

## NOTES:

1. PATIOS, WHERE UNCOVERED ARE LIMITED IN STRATUM TO 2.4 ABOVE THE TOP OF THEIR RESPECTIVE CONCRETE SLAB
2. COURTYARDS, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 2 BELOW AND 5 ABOVE THE TOP OF THEIR RESPECTIVE LEVEL 1 FLOOR SLAB.
3. AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES ACT. AREAS INCLUDE PATIOS AND COURTYARDS.

- CP DENOTES COMMON PROPERTY  
 P DENOTES PATIO  
 C DENOTES COURTYARD  
 VP DENOTES VISITOR PARKING (COMMON PROPERTY)  
 --- DENOTES PROLONGATION OF WALL

## LEVEL 1 PLAN



Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited-Certifier

SURVEYOR'S REFERENCE: 99601-13



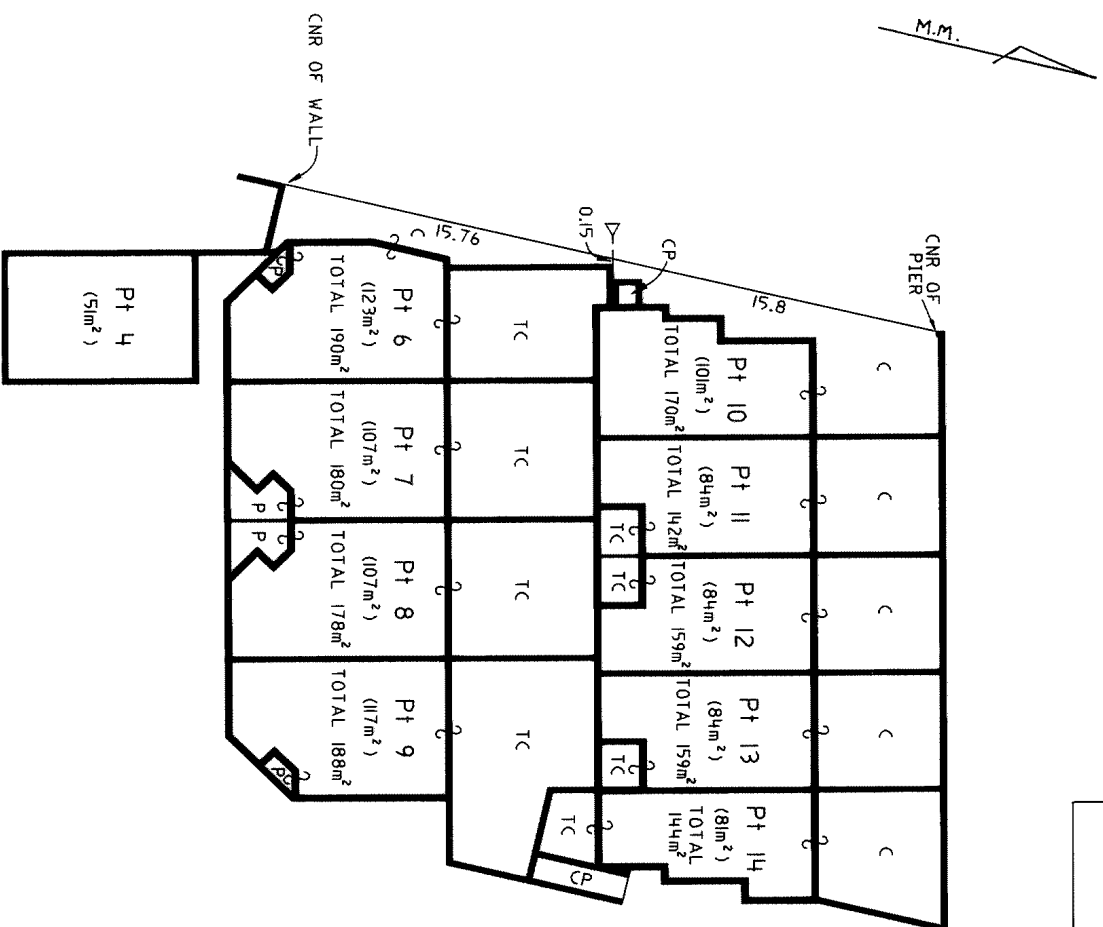
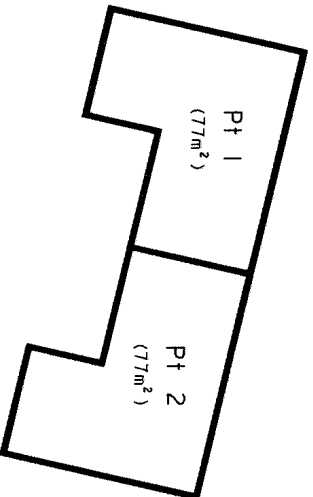
SP67618

## NOTES:

1. PATIOS, WHERE UNCOVERED ARE LIMITED IN STRATUM TO 2.4 ABOVE THE TOP OF THEIR RESPECTIVE CONCRETE SLAB
2. COURTYARDS, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 2 BELOW AND 5 ABOVE THE TOP OF THE FLOOR OF THEIR RESPECTIVE MAIN LIVING AREA.
3. TILED COURTYARDS, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 5 ABOVE THEIR RESPECTIVE CONCRETE FLOOR SLAB.
4. AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES ACT. AREAS INCLUDE PATIOS AND COURTYARDS.

- TC DENOTES TILED COURTYARD  
CP DENOTES COMMON PROPERTY  
P DENOTES PATIO  
C DENOTES COURTYARD  
—△— DENOTES PROLONGATION OF WALL

## LEVEL 2 PLAN



Reduction Ratio 1: 250

Lengths are in metres



Registered Surveyor

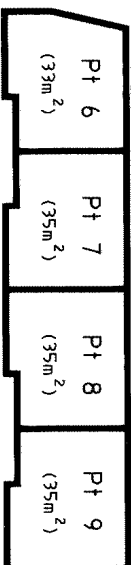
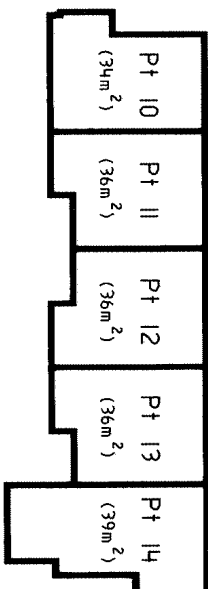
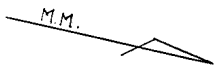
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 99601-13

SP67618

## NOTE:

AREAS ARE APPROXIMATE AND ARE FOR THE  
PURPOSES OF THE STRATA SCHEMES ACT.

LEVEL 3 PLAN

Reduction Ratio 1: 250

Lengths are in metres



Registered Surveyor

Authorised Person/General Manager/Deputed Officer

SURVEYOR'S REFERENCE: 99601-13

**Instrument setting out terms of easement and positive covenant intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) Strata Schemes (Freehold Development) Act 1973.**

Lengths are in metres

(Sheet 1 of 3 sheets)

**SP67618**

Plan of subdivision of Lot A in DP 407527  
and Lots 216 & 217 in DP 9458 covered by  
Strata Certificate No. STA131/2002

Full name and address  
the owners of the land:

**Malbane Pty Limited**  
152 Woodburn Road  
Berala NSW 2141

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement referred to in the plan.</b>	<b>Burdened lots:</b>	<b>Benefited Authority:</b>
<b>1</b>	<b>Easement for drainage of water 4 wide</b>	<b>Common Property</b>	<b>Sutherland Shire Council</b>
<b>2</b>	<b>Positive covenant</b>	<b>Common Property</b>	<b>Sutherland Shire Council</b>

**Part 2 (Terms)**

**1. Terms of easement numbered 1 in the plan:**

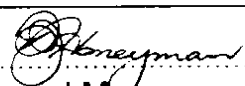
Easement for drainage of water with terms as set out in Schedule 4A of the Conveyancing Act 1919, with the additional restrictions imposed on the Owners Corporation:

1. No structures or obstructions shall be located within the drainage easement.
2. No alterations shall be made to the levels of the ground surface or driveway surface within the drainage easement without the consent of the Council being first had and obtained.

**2. Terms of positive covenant numbered 2 in the plan:**

1. The owners of Common Property hereby burdened with respect to the detention facility described in Plan No.990301 dated 11/12/01 (Council's File Ref: PR/4236 ) held in the offices of the Sutherland Shire Council, Eton Street, Sutherland shall:

Approved by Sutherland Shire Council

  
.....  
General Manager Authorised Person

**Instrument setting out terms of easement and positive covenant intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) Strata Schemes (Freehold Development) Act 1973.**

Lengths are in metres

(Sheet 2 of 3 sheets)

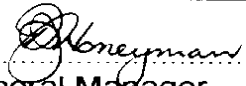
**SP67618**

Plan of subdivision of Lot A in DP 407527  
and Lots 216 & 217 in DP 9458 covered by  
Strata Certificate No. STA131/2002

- a. Permit stormwater to be temporarily detained in the detention facility.
  - b. Keep the detention facility clean and free from silt, rubbish and debris.
  - c. Maintain and repair the detention facility so that it functions in a safe and efficient manner.
  - d. Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
  - e. Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.
  - f. Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.
  - g. Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.
2. In the event of the owners of the common property failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the owners the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
  3. In this covenant "Council" means the Sutherland Shire Council.

---

Approved by Sutherland Shire Council

  
General Manager Authorised Person



**Instrument setting out terms of easement and positive covenant intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) Strata Schemes (Freehold Development) Act 1973.**

Lengths are in metres

(Sheet 3 of 3 sheets)

**SP67618**

Plan of subdivision of Lot A in DP 407527  
and Lots 216 & 217 in DP 9458 covered by  
Strata Certificate No. STA131/2002

**Name of authority empowered to release, vary or modify the easement and positive covenant numbered 1 & 2 in the plan:**  
Sutherland Shire Council

**THE COMMON SEAL of MALBANE PTY LIMITED** *ACN 085680351*  
was hereunto affixed pursuant to a resolution  
of the Board of Directors in the presence of:

*5819785*  
*581926*  
*5819974* } *[Signature]*  
Mortgagee under Mortgage No. *5819974*  
Signed at Sydney this *6TH* day of  
*MARCH* 2002 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Mary FERGUSON** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Secretary

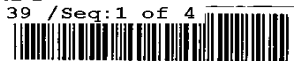
*[Signature]*  
.....  
Manager

*[Signature]*  
.....  
Witness/Bank Officer **Kylie GRIFFITH**  
255 George Street, Sydney NSW

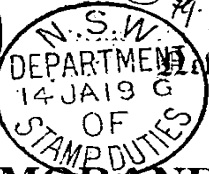
**REGISTERED**  *Don. 18/3/2002*

Approved by Sutherland Shire Council

*[Signature]*  
.....  
**General Manager** Authorised Person



A436560A



New South Wales. A

## MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A 436560

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

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

*2/10*  
*7:2:19*

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

*mm*  
*6/2/19*

estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *Second day of 1907* Folio 215 Registered Vol. 776 fol. 27, and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *107854* from the Holt Sutherland Estate Company Limited to *Jane William Boydell, Thomas Francis Alexander Boydell and Charles Warrington Boydell and Frank Walsh* doth also transfer to the said *Ralph Liddle Houston* all

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

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said *Ralph Liddle Houston* may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No/09854 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

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

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

*W. E. Jackson*

*W. E. Simpson*

*Shedden*

*W. E. Simpson*  
*Secretary*

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

SIGNED in my presence by the said

*Ralph Liddle Houston* who is

personally known to me—

*Centwick*  
*Clerk to Houston & Co*  
*Solrs Sydney*

*Ralph Liddle Houston*

# PERPETUAL TRUSTEE COMPANY, LTD.

33 to 39 HUNTER STREET, SYDNEY.



No. 139

13<sup>th</sup> January 1919

Received from Messrs J. H. J. A. & C. B. Boydell & F. Walsh  
the sum of Two thousand & fifty three pounds & six  
shillings & 10<sup>d</sup> being the purchase money for the fee simple  
of all that piece of land situate in the Parish of Sutherland  
and County of Cumberland, being the whole of the land com-  
prised in Sub-lease No. 107854

Turner & Henderson Ltd., Sydney

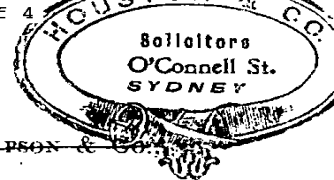
from the HOLT SUTHERLAND ESTATE CO. LTD. to the said  
Lessors as above

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

£2043-10-10

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





Lodged by

MINTER, SIMPSON & CO.  
SYDNEY.

THE HOLT-SUTHERLAND-COMPANY LIMITED

Transferror.

Ralph Liddle Houston  
Transferee.

A

436560

Particulars entered in the Register Book, Vol. 1776

Folio 27 Vol 2458 Folio 215 &  
lease No 50990

CHECK SLIP

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

R. Liddle  
Registrar General.

DOCUMENTS RECEIVED

Nature.	No.	Part. Progn.
Lease.	107854	

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

2 fols 4/12

Form: 15CB  
Release: 1.1  
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## CHANGE OF BY-LAWS

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



AF2951F

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

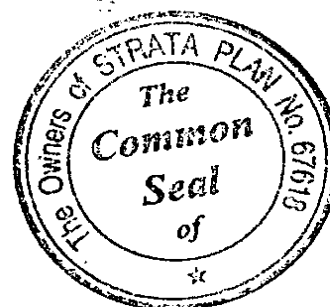
(A) TORRENS TITLE	For the common property CP/SP67618	
(B) LODGED BY	Delivery Box  1011N	Name, Address or DX and Telephone 123723T R. WILLIAMSON DX 439 SYDNEY Reference (optional): MR
	CODE  CB	

- (C) The Owners-Strata Plan No 67618 certify that pursuant to a resolution passed on 28 August 2009 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  
Added by-law No Special By-Law 1  
Amended by-law No  
as fully set out below.  
As per Annexure 'A' Attached.

- (F) The common seal of the Owners-Strata Plan No 67618 was affixed on 09 September 2009 in the presence of—

Signature(s):

Name(s): Benjamin David Gibson - Strata Managing Agent  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



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

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

Signature of authorised officer:

Name and position of authorised officer:

Annexure 'A'

## **Special By-law No. 1 – Insulation Installation**

### **1. Definitions**

#### **1.1 In this by-law:**

**“Lots”** means lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in strata plan no. 67618

**“Owner”** means any one of the owners.

**“Owners”** means the owners of the lots for the time being.

**“Ceiling Insulation”** means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006)

**“Materials for the Thermal Insulation of Buildings”** (as per codemark, conformance mark, label from packaging).

**“Installer”** means the owner or employee of a registered business operating in the installation of thermal insulation.

**“Installation Standard”** means the Australian Insulation installation standard, AS 3999-1992 “Thermal insulation of dwellings – bulk installations – installation requirements” but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaires, including down lights.

**“Works”** means the installation of ceiling insulation in accordance with this by law.

#### **1.2 In this by-law unless the context otherwise requires, a word which denotes:**

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and
- (d) Reference to the legislation includes reference to amending and replacement legislation.

#### **1.3 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.**



2/5



## **2. Special Privileges and Exclusive Use Rights**

- (a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and
- (b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

## **3. The Conditions**

### **3.1 Before the ceiling installation**

- (a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.
- (b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

### **3.2 During the ceiling installation**

#### **Quality of Works**

- (a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

#### **Noise and Disturbance**

- (b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

#### **Protection of Building**

- (c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.



### Daily Cleaning

- (d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

### Time for the works

- (e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

### Complies to all Laws

- (f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

## **3.3 After the installation**

### Maintenance of the ceiling insulation

- (a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

### Restoration of common property

- (b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

### Repair of damage

- (c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

## **3.4 Enduring Obligations**

### Indemnity

- (a) The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

### Compliance with all laws

- (b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation



4/5

**4. Breach of this by-law**

- (a) If the owner breaches any condition of this by law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (i) Rectify any such breach.
  - (ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
  - (iii) Recover as a debt due from the owner, the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

*Blubser*

5/5

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Release: 1.1  
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## CHANGE OF BY-LAWS

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



AF2951F

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

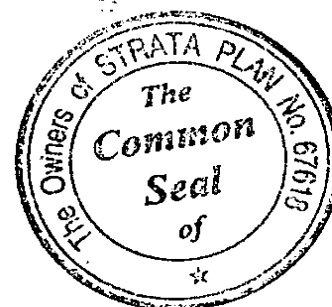
(A) TORRENS TITLE	For the common property CP/SP67618	
(B) LODGED BY	Delivery Box  1011N	Name, Address or DX and Telephone 123723T R. WILLIAMSON DX 439 SYDNEY Reference (optional): MR
	CODE  CB	

- (C) The Owners-Strata Plan No 67618 certify that pursuant to a resolution passed on 28 August 2009 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  
Added by-law No Special By-Law 1  
Amended by-law No  
as fully set out below.  
As per Annexure 'A' Attached.

- (F) The common seal of the Owners-Strata Plan No 67618 was affixed on 09 September 2009 in the presence of—

Signature(s):

Name(s): Benjamin David Gibson - Strata Managing Agent  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



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

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

Signature of authorised officer:

Name and position of authorised officer:

Annexure 'A'

**Special By-law No. 1 – Insulation Installation**

**1. Definitions**

**1.1** In this by-law:

**“Lots”** means lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in strata plan no. 67618

**“Owner”** means any one of the owners.

**“Owners”** means the owners of the lots for the time being.

**“Ceiling Insulation”** means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006)

**“Materials for the Thermal Insulation of Buildings”** (as per codemark, conformance mark, label from packaging).

**“Installer”** means the owner or employee of a registered business operating in the installation of thermal insulation.

**“Installation Standard”** means the Australian Insulation installation standard, AS 3999-1992 “Thermal insulation of dwellings – bulk installations – installation requirements” but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaires, including down lights.

**“Works”** means the installation of ceiling insulation in accordance with this by law.

**1.2** In this by-law unless the context otherwise requires, a word which denotes:

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and
- (d) Reference to the legislation includes reference to amending and replacement legislation.

**1.3** If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.



2/5





## **2. Special Privileges and Exclusive Use Rights**

- (a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and
- (b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

## **3. The Conditions**

### **3.1 Before the ceiling installation**

- (a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.
- (b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

### **3.2 During the ceiling installation**

#### **Quality of Works**

- (a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

#### **Noise and Disturbance**

- (b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

#### **Protection of Building**

- (c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.



### Daily Cleaning

- (d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

### Time for the works

- (e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

### Complies to all Laws

- (f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

## **3.3 After the installation**

### Maintenance of the ceiling insulation

- (a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

### Restoration of common property

- (b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

### Repair of damage

- (c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

## **3.4 Enduring Obligations**

### Indemnity

- (a) The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

### Compliance with all laws

- (b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation



4/5

**4. Breach of this by-law**

- (a) If the owner breaches any condition of this by law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (i) Rectify any such breach.
  - (ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
  - (iii) Recover as a debt due from the owner, the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

*Blubser*

5/5

Form: 15CB  
Release: 1.1  
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## CHANGE OF BY-LAW

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



AF202928K

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

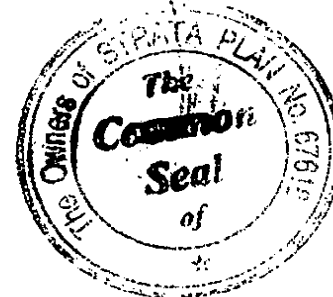
(A) TORRENS TITLE	For the common property CP/SP67618		
	(B) LODGED BY	Delivery Box 1011N	Name, Address or DX and Telephone 123723T Reference (optional): MR
		R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 0544 1929 Fax: 9523 3732	CODE CB

- (C) The Owners-Strata Plan No 67618 certify that pursuant to a resolution passed on 01 December 2009 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  
Added by-law No Special By-Law 2  
Amended by-law No  
as fully set out below.  
As per Annexure 'A' attached

- (F) The common seal of the Owners-Strata Plan No 67618 was affixed on 14 December 2009 in the presence of—

Signature(s):

Name(s): Benjamin David Gibson - Strata Managing Agent  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

## ANNEXURE 'A'

### Special By-Law 2 – Additions to Lots

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions to grant, to the owners of all lots:-
- (i) The authority to install an external outdoor shade addition such as Shade Sail, Awning or Pergola in the colour cream, to cover the respective lots' courtyard.
  - (iii) The authority to install Security Screens or Grilles to the windows of individual lots, and Security Screen Doors to the front doors of individual lots, the frames must be in the colour cream.
  - (iv) The authority to install a dividing fence extension screen. This must only be in the material Lattice, Brushwood or Cane, and must be in keeping with the appearance of the building.
- (b) The respective Lot Owner (if they choose to install one of the above) will be responsible, at their cost:-
- (i) To install one or more of the additions stated above.
  - (ii) To undertake any maintenance, repair, renewal or replacement (as the case may be) of any part of these installed additions or its fittings, which is for the exclusive use and enjoyment of that lot
  - (iii) To make good any damage caused to the common property or the lot during the installation, repair, replacement and/removal of the shade sail.
- (c) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of any of these addition which is the responsibility of the owner under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner in terms of Section 63 of the Strata Schemes Management Act 1996.

### SCHEDULE

**Lot Benefited:** All Lots upon request. Final approval to be granted by the Owners Corporation or its Executive Committee, prior to commencement of any work.



A handwritten signature in black ink, consisting of a large, stylized 'B' or 'R' shape followed by a horizontal line.

Form: 15CB  
Release: 2.0  
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## CHANGE OF BY-LAW

New South Wales  
Real Property Act 1900



# AG731002R

**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/SP67618		
(B) LODGED BY	Document Collection Box 10/11N	Name, Address or DX and Telephone 1237237 R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: MR Tel: 9544 1520 Fax: 9523 3732	CODE CB

(C) The Owners-Strata Plan No. 67618 certify that pursuant to a resolution passed on 10 November 2011 and in accordance with the provisions of No. 52 of the Strata Schemes Management Act 1996

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

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By Law 3  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

As Per Annexure "A"

(F) The common seal of the Owners-Strata Plan No. 67618 was affixed on 15 November 2011 in the presence of—  
Signature(s): [Signature]

Name(s): Mr Chris Parker - STRATA MANAGER  
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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

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

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

**ANNEXURE 'A'**  
**SECURITY VIDEO INTERCOM SYSTEM**

**SPECIAL BY-LAW 3**

**DEFINITIONS**

- (i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:
- (A) "Act" means Strata Schemes Management Act 1996;
- (B) "system" means, in respect of the Owners' Corporation of Strata Plan 67618 to which this By-Law applies, the security video intercom system will be comprised of:-
- external stainless steel door or gate stations (intercom panels) with video capability, internal handset, electric strike door or gate locks and power supplies (including associated cabling for video).
- (C) "works" means all or any installation, maintenance, repair, removal or replacement that the Owners' Corporation or respective lot owner undertakes;
- (ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words have in the Act;

(1) **RIGHTS AND OBLIGATIONS FOR COMMON PROPERTY INSTALLATIONS**

The Owners' Corporation is conferred with the special privilege in respect of common property to install the "system" to lots 10, 11, 12, 13 & 14 only SUBJECT TO the due observance and performance with the following conditions:-

(i) **MAINTENANCE**

The Owners' Corporation shall maintain the system in a state of good and serviceable repair, and for this purpose, shall renew or replace it whenever necessary;

*Note: the Owners Corporation will only repair or upgrade the current and future systems when required. If an owner of lots 10, 11, 12, 13 & 14 only wishes to upgrade their system when it is not required they may do so at their cost. The Owners Corporation will continue to maintain these systems from then on.*

(ii) **DAMAGES DURING WORKS**

The Owners' Corporation shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

(2) **RIGHTS AND OBLIGATIONS FOR NON COMMON PROPERTY INSTALLATIONS**

The owner of lots 1, 2, 3, 4, 5, 6, 7, 8 & 9 only are conferred with the special privilege to install the "system" SUBJECT TO the due observance and performance with the following conditions:-

(i) **MAINTENANCE**

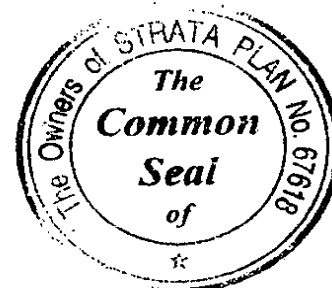
The respective lot owner shall maintain the system in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(ii) **DAMAGES DURING WORKS**

The respective lot owner shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

**SCHEDULE**  
**Strata Scheme**  
**Benefited:**

Owners' Corporation SP 67618



Form: 15CB  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: J.S. Mueller & Co

## CHANGE OF BY-LAWS

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



AK833919Q

**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/SP67618		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652 Reference: JSM. 28858.	CB

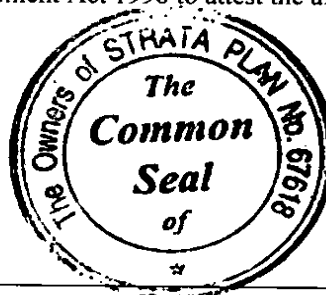
- (C) The Owners-Strata Plan No 67618 certify that pursuant to a resolution passed on 14 September 2016 and  
(D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—

- (E) Repealed by-law No N/A  
Added by-law No Special By-law No. 4 - Skylights and Windows (All Lots)  
Amended by-law No N/A  
as fully set out below.  
See Annexed

- (F) The common seal of the Owners-Strata Plan No 67618 was affixed on 5 October 2016 in the presence of—  
Signature(s):

Name(s): JOSHUA JASNOS

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





## **Special By-Law No. 4 – Skylights and Windows (All Lots)**

### **1. Introduction**

---

- 1.1 This by-law authorises Works to be conducted on Common Property by each Owner.
- 1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

### **2. Definitions & Interpretation**

---

2.1 In this by-law:

**“Building”** means the building to which the Works are attached.

**“Common Property”** means the common property for the Strata Scheme.

**“Development Act”** means the *Strata Schemes (Freehold Development) Act 1973*.

**“Executive Committee”** means the executive committee of the Owners Corporation.

**“Lot”** means all lots within the Strata Scheme.

**“Management Act”** means the *Strata Schemes Management Act 1996*.

**“Owner”** means the owner of a Lot for the time being and that owner's successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out particular Works or whose Lot benefits from or is contiguous to particular Works.

**“Owners Corporation”** means the owners corporation for the Strata Scheme.

**“Strata Plan”** means the strata plan for the Strata Scheme.

**“Strata Scheme”** means the Strata Scheme in respect of which this by-law applies.

**“Strata Legislation”** means the Development Act and the Management Act.

**“Works”** means the following:

- (a) the installation of skylights directly above a Lot; and
- (b) the alteration to and enlargement of a Lot's windows, and

where relevant, a reference to **Works** means the Works which benefit or will benefit or are contiguous to a particular Owner's Lot.

**2.2 In this by-law:**

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

**3.0 Authorisation and Right of Exclusive Use**

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**3.1 Authorisation**

- 3.1.1 Each Owner has a special privilege to and is specifically authorised to conduct the Works.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

## **3.2 The Grant of Exclusive Use**

- 3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of their Works as comprise part of the Common Property, and so much of the Common Property as is required to hold the Works, on the terms and conditions set out in this by-law.

## **3.3 Rights of the Owners Corporation**

- 3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

## **3.4 Responsibility for Maintenance and Upkeep**

- 3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, their Works and, when necessary, renewing or replacing any part of their Works.

## **4.0 Terms & Conditions**

---

### **4.1 Before Commencement of the Works**

- 4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;
- 4.1.1.2 obtain and provide to the Owners Corporation a copy of any necessary approvals required to carry out the Works; and
- 4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

- 4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

### **4.2 During the Conduct of the Works**

- 4.2.1 For such of the Works as are not already done, during the Works an Owner must:

- 4.2.1.1 **Standard of Workmanship**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

**4.2.1.2 Appearance of the Works**

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that the appearance of the windows installed by different Owners is consistent,

**4.2.1.3 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

**4.2.1.4 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

**4.2.1.5 Times for Renovations**

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

**4.2.1.6 Interruption to Services**

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

**4.2.1.7 Costs of Works**

pay all costs associated with the Works,

**4.2.1.8 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

**4.2.1.9 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

#### **4.3 After the Conduct of the Works**

##### **4.3.1 After the Works are complete, each Owner must:**

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 within 28 days, provide to the Owners Corporation a certificate from a structural engineer that the Works have been completed without any adverse effect on the structure of the Building,
- 4.3.1.3 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.4 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

#### **4.4 Enduring Obligations**

Each Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident, including but not limited to damage from water leaks in any way due to by the Works,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

#### **4.5 Indemnity**

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

#### 4.6 Access

The Owners Corporation must give each Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling each Owner to comply with any condition imposed by this by-law.

#### 5.0 Breach of this By-Law

---

**5.1** If an Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

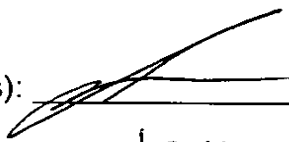
- 5.1.1** rectify any such breach,
- 5.1.2** enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- 5.1.3** recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

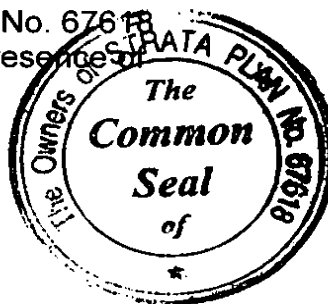
**5.2** Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

The Common Seal of The Owners – Strata Plan No. 67618  
was affixed on 5 October 2016 in the presence of

Signature(s):

Name(s):

  
JOSHUA JASNOV



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

Form: 11R  
Release: 4.2

## REQUEST

New South Wales  
Real Property Act 1900



# AM120192Q

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

CP/SP67618

(C) **REGISTERED DEALING**

Number

AK833919

Torrens Title

(D) **LODGED BY**

Document  
Collection  
Box

47 V

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

LLPN

123012 E

H.M. Allen & Co

DX 437 Sydney

Ph 9232 22 22

Reference:

JSM. 28858.

CODE

R

(E) **APPLICANT**

THE OWNERS - STRATA PLAN NO. 67618

(F) **NATURE OF REQUEST**

Amend Special By-Law No. 4 - Skylights and Windows (All Lots)

(G) **TEXT OF REQUEST**

The By-Law registered as Dealing AK833919 was not in identical wording to the By-Law passed at the general meeting on 14 September 2016. The following changes need to be made to Special By-Law 4:

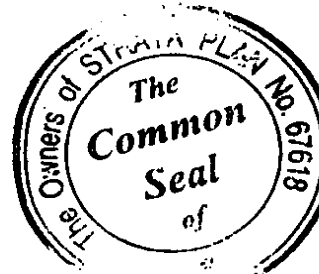
- \* immediately after "skylights" in paragraph (a) of the definition "Works", add "and windows";
- \* immediately after "the" in paragraph (b) of the definition of "Works", add "installation of new or".

X **DATE** 18/1/17

- (H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: THE OWNERS - STRATA PLAN NO. 67618

Authority: Section 273 of the Strata Schemes Management Act 2015



X Signature of authorised person: MICHELE GRECH

Signature of authorised person:

X Name of authorised person: MICHELE GRECH

Name of authorised person:

X Office held: STRATA MANAGER

Office held:

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No. Full name: Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



## Applicant:

The Shire Conveyancer  
Po Box 1033  
CRONULLA NSW 2230

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

Certificate no:	ePC:20/4587	Delivery option:	
Certificate date:	14/09/2020	Your reference:	20/472

## Property:

S/P 67618  
40 Manchester Road GYMEA NSW 2227

## Zone:

\* Sutherland Shire Local Environmental Plan 2015

Zone R3 Medium Density Residential

### Notes:

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

### Disclaimer:

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



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

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

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

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

- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences and Consents) 2018
- \* SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies 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, SEPP Short-term Rental Accommodation, SEPP Housing Diversity 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 R3 Medium Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

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

- (d) Prohibited:

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

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

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

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

No

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

No

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

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

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

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

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

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

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

## **3. Complying Development**

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

### **Housing Code**

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

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

**Housing Alterations Code**

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

**Commercial and Industrial Alterations Code**

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

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

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

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

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

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

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

**Low Rise Housing Diversity Code**

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

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

**Green Field Housing Code**

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

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

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Inland Code**

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

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

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual



charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

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

## **5. Mine Subsidence**

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

No

## **6. Road Widening and Road Realignment**

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

No

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

No

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

No

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

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

No

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

No

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

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

No

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

No

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

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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No



## 9. Contribution Plans

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

- \* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

## 9A. Biodiversity certified land

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

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

No

## 10. Biodiversity stewardship sites

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

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

No

## 10A. Native vegetation clearing set asides

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

No

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

Is the land bush fire prone?

No

### **12. Property Vegetation Plans**

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

No

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

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

No.

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

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

No

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

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

No

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

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

No

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

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

No

## **18. Paper subdivision information**

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

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

No

## **19. Site verification certificates**

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

If so, this statement includes:

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

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster

land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

## 20. Loose-fill asbestos insulation

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

No

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

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

No

If so, this statement includes:

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

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

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

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

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

No

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

No

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

No

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

No

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

No

### **Any Other Prescribed Matter**

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

No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

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

ROBBINS

Municipality of *Sutherland*No. *629011*

## SYMBOLS AND ABBREVIATIONS

- ☐ Boundary Trap  
☐ Pit  
☐ G.I. Grease Interceptor  
☒ Gully  
☒ P.T. P. Trap  
☒ R.S. Reflux Sink

- ☒ R.V. Reflux Valve  
☒ C.E. Cleaning Eye  
☐ Vert. Vertical Pipe  
☐ V.P. Vent. Pipe  
☐ S.V.P. Soil Vent. Pipe  
☐ D.C.C. Down Cast Cowl

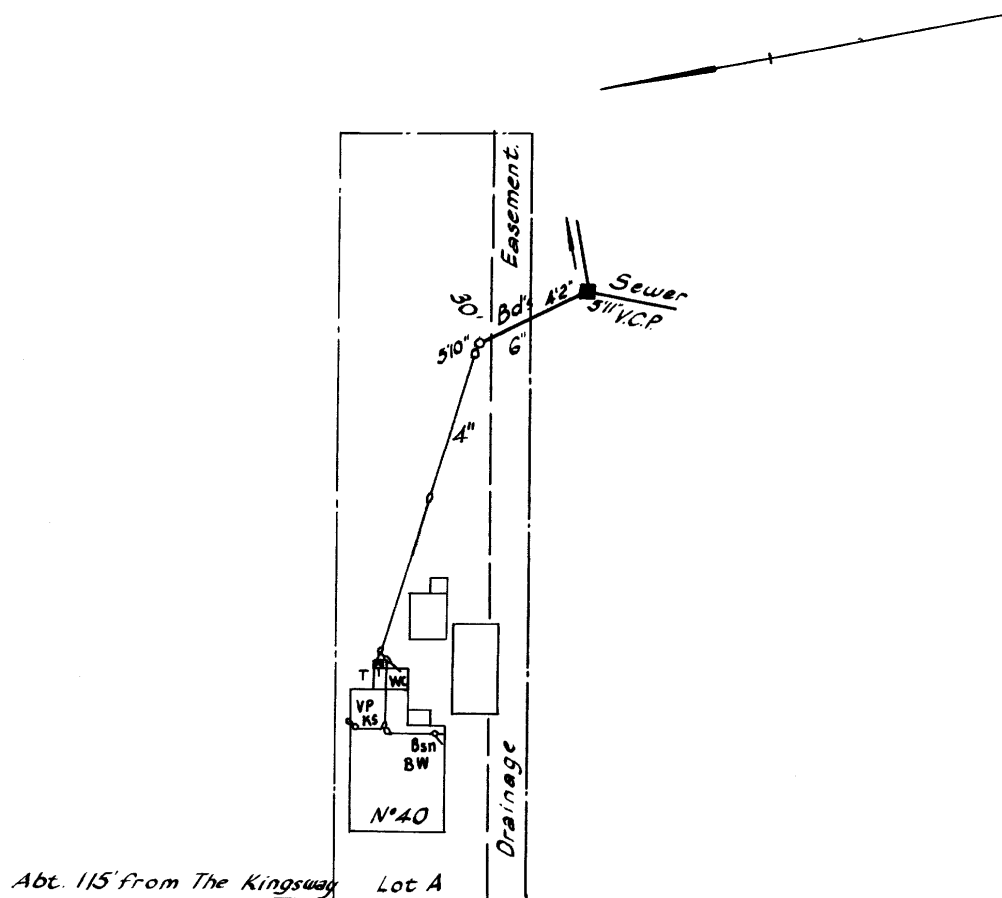
- ☐ I.P. Induct Pipe  
☐ M.F. Mica Flap  
☐ T. Tubs  
☐ K.S. Kitchen Sink  
☐ W.C. Water Closet  
☐ B.W. Bath Waste

- ☐ Bsn. Basin  
☐ Shr. Shower  
☐ W.I.P. Wrought Iron Pipe  
☐ C.I.P. Cast Iron Pipe  
☐ F.W. Floor Waste  
☐ W.M. Washing Machine

Scale: 40 Feet To An Inch

## SEWER AVAILABLE

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



Abt. 115' from The Kingsway Lot A

MANCHESTER

RD

NORTH

RATE No. \_\_\_\_\_ W.C.s. *1* U.C.s. \_\_\_\_\_ 19\_\_\_\_SHEET No. *7852*

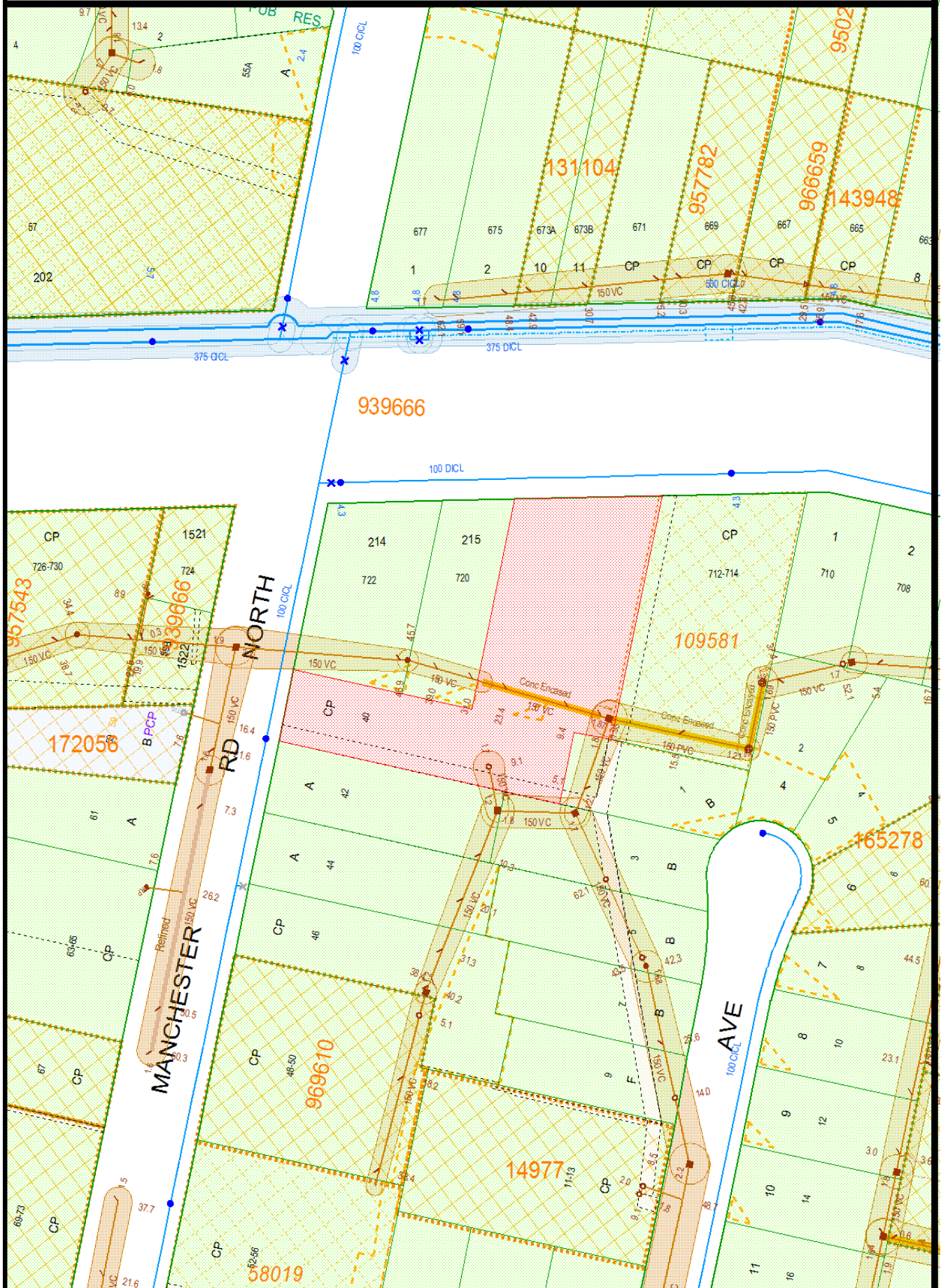
OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by
Bth.	Inspector	/ /	Date	/ /
Shr.		Outfall	HL LL	
Bsn.		Drainer	897 495	
K.S.		Plumber		
T.	Chief Inspector	/ /	Boundary Trap	
Pig.	Tracing Checked	/ /	<input checked="" type="checkbox"/> is not required	
Dge. Int.				
Dge. Ext.				

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





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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:       Unit  
Dated:

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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



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

**Affectations, notices and claims**

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

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

**Applications, Orders etc**

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

**Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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