

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property PO Box 379, MIRANDA NSW 1490	Phone: 9525 4666 Fax: 9525 4699 Ref: Ben Pike
co-agent		
vendor	Justine Paige Johnston and Cain Joseph Rangi 20D/6 Scholfield Place, Menai, NSW 2234	
vendor's solicitor	N J Papallo Lawyers Level 5, 350 Kent Street, Sydney NSW 2000 DX 584 Sydney	Phone: 9279 3711 Email: djp@papallo.com.au Fax: 9279 4711 Ref: DP:25686
date for completion	10 weeks after the contract date	(clause 15)
land (address, plan details and title reference)	20D/6 Schofield Place, Menai, New South Wales 2234 Registered Plan: Lot 96 Plan SP 62098 Folio Identifier 96/SP62098	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies ☒ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove

☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment

☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna

☐ curtains ☐ other:

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
Proposed electronic transaction (clause 30) ☐ no ☒ YES

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make an *RW 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.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW 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

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

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

Wellman Strata

Suite 5, Lvl 9 189 Kent Street, Sydney NSW 2000

Phone: +61 2 8065 6575 | Fax: +61 2 8065 6574

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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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.

- 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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*.

ADDITIONAL CONDITIONS

TO THE CONTRACT FOR SALE AND PURCHASE OF LAND 2018 EDITION FOR THE PROPERTY AT 20D/6 SCHOFIELD PLACE, MENAI

Between: **Justine Paige Johnston and Cain Joseph Rangi** (Vendor)

And: (Purchaser)

Dated:

32. Amendments to Printed Provisions of Contract

The provisions of this Contract are amended as follows:

- (a) **Clause 7.1.1** is deleted and replaced with the following words:

"any amount is claimed":

- (b) **Clause 8.1** by the deletion of the words *"The Vendor can rescind if"* and replaced with the following words:

"Despite any other provision in this Contract, the Vendor can rescind if"

- (c) **Clause 8.1.1** is deleted and replaced with the following words:

"Vendor is unable or unwilling to comply with a requisition or claim"

- (d) **Clause 8.2** the following words are to be inserted after the words "essential respect,";

"and does not remedy that non-compliance within a reasonable time after written notice from the purchaser (not being less than 14 business days)"

- (e) **Clause 8.2.2** is deleted;

- (f) **Clause 16.5** – the following words are deleted:

"plus another 20% of that fee"

- (g) **Clause 24.4.2** – the following words are to be added at the end of the clause:

"however, the Vendor shall not be required to call upon any security against a tenant's default arising after completion."

33. **Interpretation**

33.1 In this Contract, unless the context otherwise requires:

- (a) Completion Date is the date for completion as stated on the front page of this Contract;
- (b) any schedules and annexures are part of this Contract;
- (c) any reference to any legislation shall include all regulations and other instruments under it and all consolidations amendments re-enactments and replacements of it;
- (d) the singular includes the plural and vice versa;
- (e) words implying a gender imply any gender;
- (f) a reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors in title and assigns;
- (h) where the Purchaser or the Guarantor consists of two or more persons, this Contract benefits and binds them jointly and severally;
- (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (k) a reference to time is a reference to Sydney time;
- (l) "include" or "including" where introducing an example or list of things, does not limit the example or the list used or referred to.

33.2 Headings are included for the assistance of the parties in identifying clauses and do not affect the interpretation of any of the provisions and terms.

33.3 Any additional clause or provision expressed or intended to have force and effect after completion will not merge on completion but will continue to operate for as long as may be necessary.

33.4 This Contract shall be governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts.

33.5 If any clause of this Contract or any part of the Contract is invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining clauses will not in any way be affected or impaired.

33.6 If there is any conflict between any provision of the Special Conditions and any provision of the printed Contract, the provision of the Special Conditions will prevail;

33.7 No clause in this Contract may be read or applied so as to exclude, modify or restrict or have the effect of excluding, modifying or restricting the application of all or any of the provisions of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2010* or the exercise of a right conferred under them in relation to this Contract.

34. **Purchaser's Warranties**

34.1 The Purchaser warrants that:

- (a) no reliance has been made on any warranty or representation by the Vendor or any person on behalf of the Vendor except as expressly provided in this Contract;
- (b) in entering into this Contract the Purchaser has relied entirely on his own enquiries relating to the Property;
- (c) the Purchaser has either obtained or waived its rights to independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract;
 - (ii) the nature of the Property and the purpose for which the Property may be lawfully used;
 - (iii) any financial return or income to be derived from the Property;
 - (iv) that as at the date of this Contract, finance (on terms acceptable to the Purchaser) is available or will be, to the best of the Purchaser's knowledge, available at the Completion Date to enable completion of this Contract.

34.2 The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the representations and warranties contained in clause 33.1 are true and not misleading.

34.3 The Purchaser acknowledges that the Purchaser is purchasing the property in its present state of repair and condition including any contamination or hazardous substances or any other latent or patent defects. The Purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate because of the state of repair or condition of the property, any contamination or hazardous substances found in or on the property, or any latent or patent defect in quality or title in the property and/or fixtures, fitting, or inclusions.

35. **Service Installations**

The Purchaser acknowledges that the Purchaser is purchasing the property and shall take title thereto subject to the existing water, sewerage, drainage, gas, electricity, telephone and other installations and services and shall not make any requisition, objection or claim for compensation in respect of:

- (a) The nature, location, availability or non-availability of any such service;
- (b) If any such service is a joint service with another property or properties;
- (c) If any service for any other property or properties or the pipes or connections thereof pass through the subject property;
- (d) If any mains or connections for or any relevant authority for or supplier of any such services pass in, over or through the subject property; and
- (e) Whether or not the property is subject to or has the benefit of any such service of the mains, pipes or connections therefore.

36. **Incapacity and Insolvency**

Before completion either party may rescind this Contract by giving the other party written notice if that party:

- (a) is an individual and dies, becomes mentally ill or is declared bankrupt; or
- (b) is a company and:
 - (i) goes into liquidation;
 - (ii) has a summons or application presented or an order made for its winding up;
 - (iii) has an official manager or receiver appointed over the whole or part of its assets or undertaking;
 - (iv) enters into a deed of arrangement, assignment or composition for the benefit of creditors.

37 **Notices to Complete**

If a party is entitled to serve a notice to complete both parties agree that not less than fourteen (14) days after the date of service of the notice shall be reasonable and sufficient notice so as to make time of the essence of this Contract.

38 **Interest and Additional Payments**

38.1 If the Purchaser does not complete this Contract on or before the Completion Date (otherwise than as a result of default by the Vendor) the Purchaser must pay to the Vendor on completion:

- (a) by way of additional purchase price a sum calculated on a daily basis at the rate of eight per cent (8%) per annum on the balance of the purchase price from the Completion Date until the date of actual completion; and
- (b) the sum of \$150.00 (plus GST) for each cancellation if the Purchaser cancels settlement after appropriate arrangements have been made; and
- (c) the sum of \$250.00 plus GST if the Vendor issues a notice to complete being additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete; and
- (d) adjustments to be calculated as and from the Completion Date.

38.2 Payment of the sums in accordance with clauses 38.1(a) to 38.1(d) (inclusive) of this special condition is an essential term of this Contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is made. The parties agree that such payment is a genuine pre-estimate of the loss and expense suffered by the Vendor as a result of the Purchaser's failure to complete.

38.3 In the event that the Vendor is unable to complete on the Completion Date, the Vendor must notify the Purchaser of the new Completion Date which date must be at least three (3) business days after the date of the Vendor's notice (**New Completion Date**). If the Purchaser does not complete on the New Completion Date, the Purchaser must pay to the Vendor on completion interest calculated on a daily basis at the rate of eight per cent (8%) per annum on the balance of the purchase price from the New Completion date up to and including the date of actual completion.

38.4 This special condition shall not merge on completion.

39. **Discharge of Mortgage Etc.**

On completion of this Contract, the Purchaser must accept a discharge of any encumbrance noted on the title to the Property. The discharge will be properly executed and in registrable form and the registration fees payable in respect of the discharge will be paid by the Vendor

to the Purchaser on completion. The Purchaser shall not be entitled to insist on registration prior to completion.

40. **Foreign Vendor and or Purchaser**

40.1 The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

40.2 The Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, liability or costs suffered or incurred by the Vendor arising from a breach of warranty of Clause 22.1.

The provisions in this Clause shall not merge on completion.

41. **Agent**

The Purchaser warrants to the Vendor that he was not introduced to the Property by any agent other than the agent referred to in this Contract nor was any other agent the effective cause of the sale. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses incurred or suffered by the Vendor to the extent caused or contributed to by the Purchaser's breach of this warranty. This condition shall not merge on completion hereof.

42. **Goods and Services Tax**

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

43. **Guarantee**

It is a condition of this Contract that the Purchaser if a company must deliver to the Vendor a guarantee in the form of the Director's Guarantee a copy of which is annexed and duly signed by at least two of the Directors or principal shareholders of the Purchaser on the date hereof.

44. **Release of Deposit**

- 44.1 The Purchaser authorises the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property and as duty on the Contract for the sale of land for that property;
- 44.2 The Purchaser authorises the stakeholder to release all or part of the deposit for those purposes; and
- 44.3 The Purchaser must give on request to the stakeholder a written authority to release all or part of the deposit.

45. **Swimming Pool** - NOT APPLICABLE

46. **Conditions of sale of land by auction**

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

- 46.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;

- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

46.2 The following conditions, in addition to those prescribed by clause 46.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (b) Subject to clause 46.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

46.3 The following conditions, in addition to those prescribed by clauses 46.1 and 46.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

DEED OF GUARANTEE

THIS DEED made the _____ day of _____ 2020

I/We _____ (the **“Guarantors”**)

being Director(s) or Principal Shareholders of _____

being a Company incorporated in the State of _____ (hereinafter called

“the Purchasing Entity”) in consideration of Justine Paige Johnston & Cain Joseph Rangi (**“the**

Vendor”) at my/our request agreeing to sell the property described in this Contract to the

Purchasing Entity **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by

the Purchasing Entity of **ALL THE TERMS AND CONDITIONS** of this Contract for the purchase of

20D/6 Schofield Place, Menai (Folio Identifier 96/SP62098) and do further **COVENANT AND**

AGREE THAT I/WE INDEMNIFY and keep the Vendor indemnified against any loss and damage

howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing

Entity to perform any if its obligations under this Contract.

The Guarantors acknowledge prior to execution hereof that they have read, understood and have had the opportunity to seek independent legal advice regarding all their personal obligations under this Guarantee.

Executed as a Deed

SIGNED SEALED AND DELIVERED _____)

by the said Guarantor(s) in the presence of: _____)

Signature of Witness

Signature of Guarantor(s)

Name of Witness

Signature of Guarantor(s)

Address of Witness



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 96/SP62098

SEARCH DATE	TIME	EDITION NO	DATE
17/1/2020	3:58 PM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 96 IN STRATA PLAN 62098
AT MENAI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

JUSTINE PAIGE JOHNSTON
CAIN JOSEPH RANGI
AS TENANTS IN COMMON IN EQUAL SHARES (T AI3231)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP62476
2 AI3232 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: CP/SP62476

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/1/2020	3:58 PM	12	19/1/2018

LAND
-----THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 62476
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAMAT MENAI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP62476FIRST SCHEDULE
-----THE OWNERS - STRATA PLAN NO. 62476
ADDRESS FOR SERVICE OF DOCUMENTS:
C/O WELLMAN STRATA MANAGEMENT PTY LTD
PO BOX Q1916
QUEEN VICTORIA BUILDING SYDNEY NSW 1230SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE 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 A HAS BEEN ADOPTED
- 3 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
INCORPORATES DEVELOPMENT LOTS 25-28 INCLUSIVE
- 4 E584160 COVENANT
- 5 DP852431 RESTRICTION(S) ON THE USE OF LAND
- 6 DP864367 EASEMENT FOR DRAINAGE 3 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 SP62476 POSITIVE COVENANT
- 8 AB806021 CHANGE OF BY-LAWS
- 9 AD528019 CHANGE OF BY-LAWS
- 10 AG470067 CHANGE OF BY-LAWS
- 11 AI949786 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP62476

PAGE 2

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

STRATA PLAN 61464

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
53	- 124	54	- 100	55	- 107	56	- 124
57	- 100	58	- 124	59	- 100	60	- 100
61	- 100	62	- 124	63	- 100	64	- 100

STRATA PLAN 62097

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
65	- 100	66	- 129	67	- 124	68	- 107
69	- 100	70	- 124	71	- 100	72	- 100
73	- 100	74	- 124	75	- 100	76	- 100

STRATA PLAN 62098

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
77	- 100	78	- 124	79	- 124	80	- 100
81	- 100	82	- 100	83	- 124	84	- 100
85	- 100	86	- 100	87	- 124	88	- 100
89	- 107	90	- 107	91	- 107	92	- 107
93	- 107	94	- 107	95	- 124	96	- 107

STRATA PLAN 62476

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 100	2	- 125	3	- 101	4	- 124
5	- 100	6	- 100	7	- 124	8	- 100
9	- 100	10	- 107	11	- 124	12	- 100
13	- 124	14	- 101	15	- 125	16	- 100
17	- 100	18	- 124	19	- 100	20	- 100
21	- 100	22	- 124	23	- 107	24	- 100
25	- SP62477	26	- SP61464	27	- SP62097	28	- SP62098

STRATA PLAN 62477

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 100	30	- 125	31	- 101	32	- 124
33	- 100	34	- 100	35	- 124	36	- 100
37	- 100	38	- 107	39	- 124	40	- 100
41	- 124	42	- 101	43	- 125	44	- 100
45	- 100	46	- 124	47	- 100	48	- 100
49	- 100	50	- 124	51	- 107	52	- 100

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25685

PRINTED ON 17/1/2020

* 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.

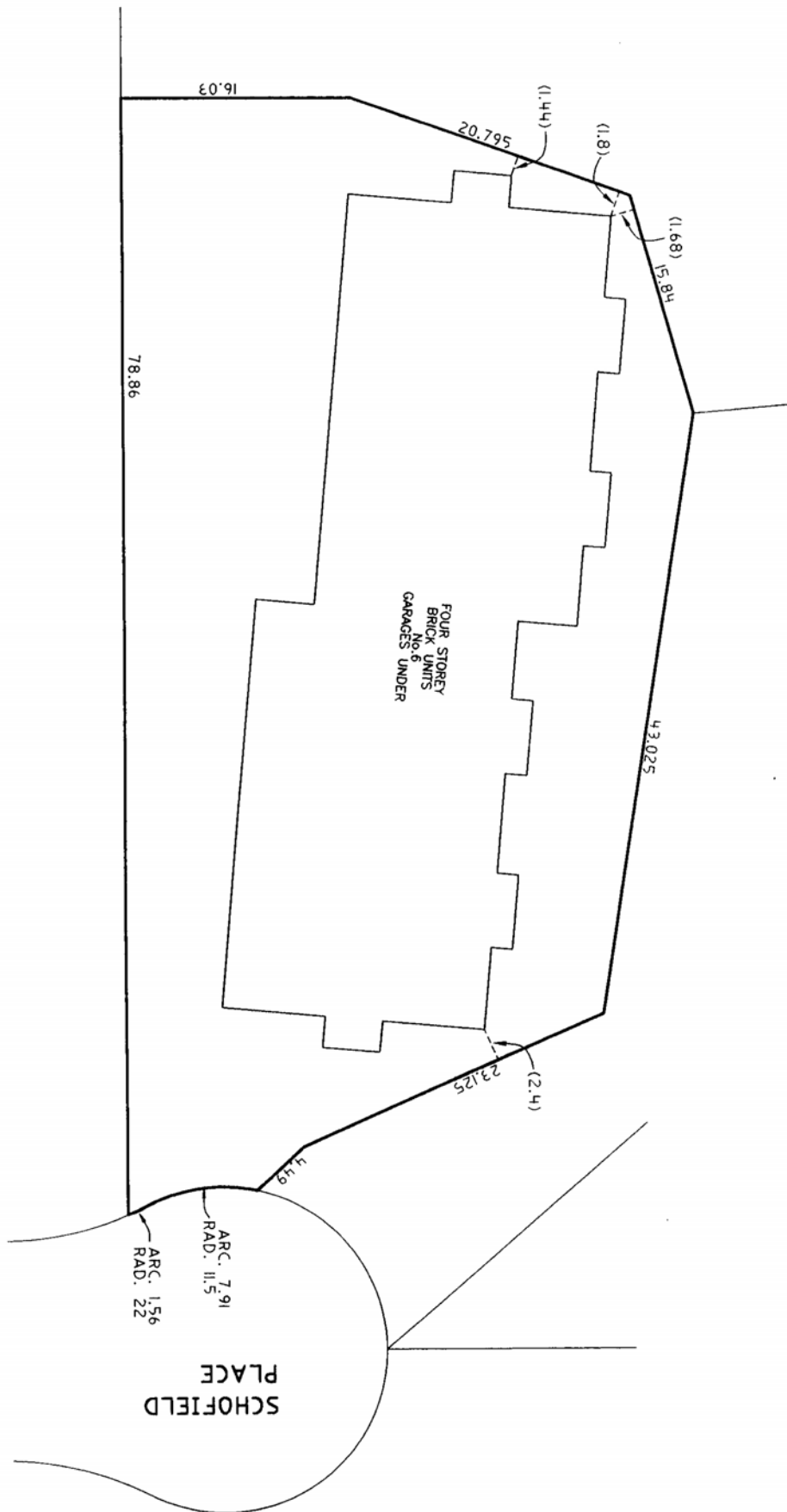
SP2

CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

SP62098

LOCATION PLAN



OFFICE USE ONLY

Reduction Ratio 1: 300

Lengths are in metres

I. T. T.
Registered Surveyor

STA19112000

A. J. Edwards
General Manager / authorized person

SURVEYORS REFERENCE: 9606041-7

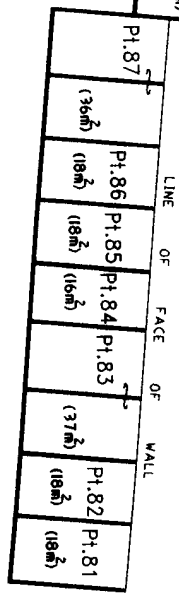
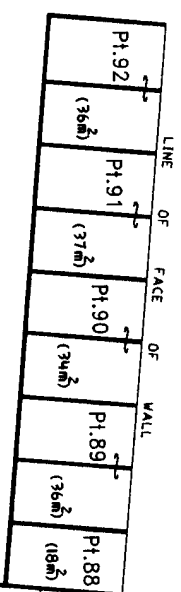
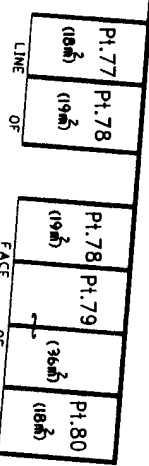
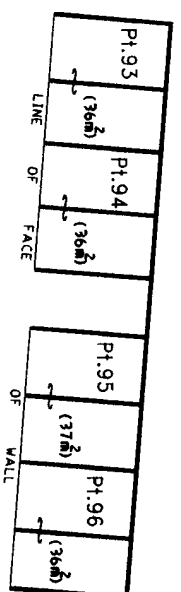
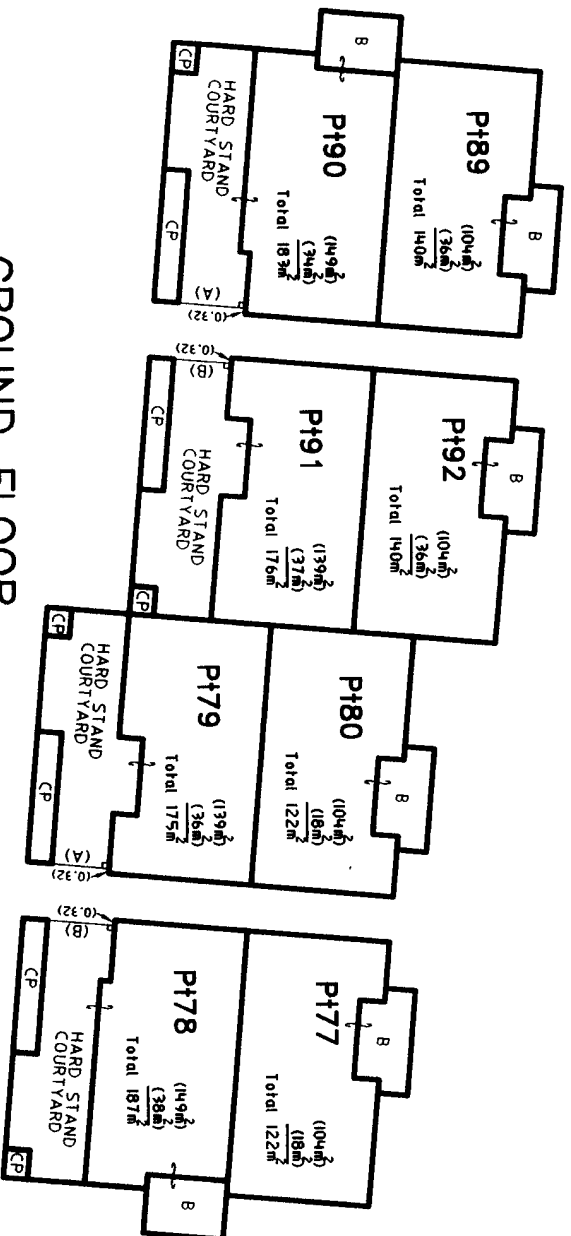
SP62098

NOTES.

1. ALL AREAS ARE APPROXIMATE.
2. BALCONIES ARE COVERED.
3. THE HARDSTAND COURTYARDS ARE LIMITED TO 2.3 ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNIT.

- B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY
(A) - DENOTES PROLONGATION OF NORTH FACE OF WALL.
(B) - DENOTES PROLONGATION OF SOUTH FACE OF WALL.
L DENOTES RIGHT ANGLE

GROUND FLOOR



BASEMENT FLOOR

Reduction Ratio 1:250

Lengths are in metres

I. T. T. T.
Registered Surveyor

STAT 11/2000
G. E. E. E.
Certified Manager/Authorized Person

SURVEYORS REFERENCE 9606041-7

SP2

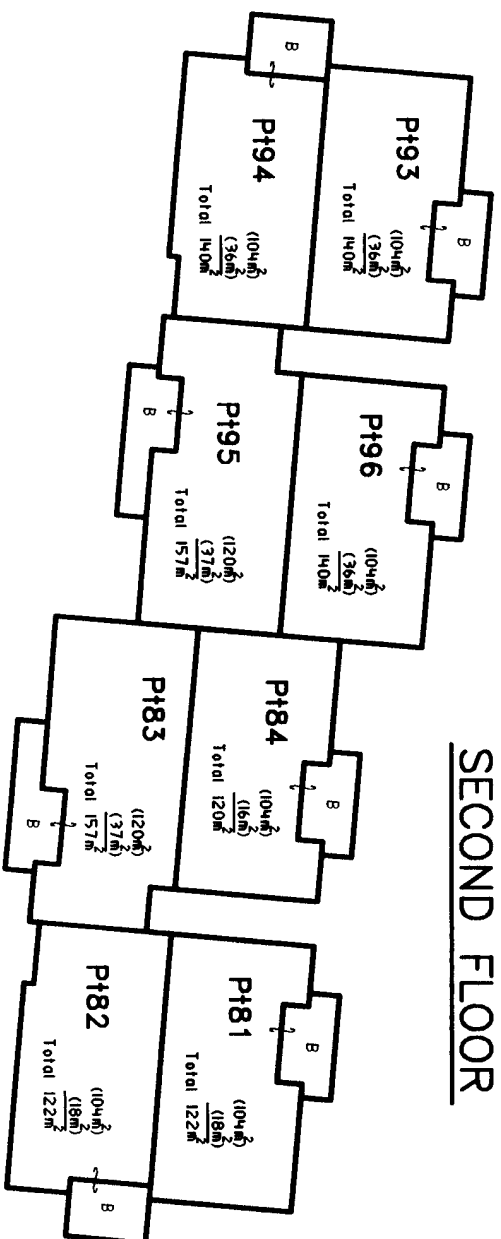
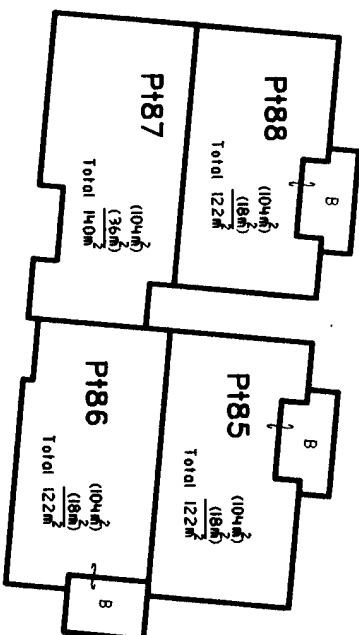
CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

NOTES.

1. ALL AREAS ARE APPROXIMATE.
2. BALCONIES ARE COVERED EXCEPT FOR THAT OF LOT 83 WHICH IS LIMITED IN HEIGHT TO 2.5 ABOVE ITS UPPER CONCRETE SURFACE.

B DENOTES BALCONY



SCHEDULE OF
UNIT ENTITLEMENT

LOT NO.	ENTITLEMENT
77	100
78	124
79	124
80	100
81	100
82	100
83	124
84	100
85	100
86	100
87	124
88	100
89	107
90	107
91	107
92	107
93	107
94	107
95	124
96	107
AGGREGATE	2169

FIRST FLOOR

SECOND FLOOR

Reduction Ratio 1:250

Lengths are in metres

T. P. P.
Registered Surveyor

STAIR 1000

J. J. J.
General Manager / Authorized person

SURVEYORS REFERENCE: 9606041-7

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

The Council of Sutherland Shire

Having satisfied itself that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1985 have been complied with, approves the proposal:

*Strata plan or
*leasehold development

indicated in the certificate

*The strata plan/leasehold development is a part of a development scheme, and the Council is satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1985 have been complied with, and that the plan does effect to the steps of the strata development contract to which it relates.

*The Council is satisfied that the requirements of the building regulation agreement of the strata plan/leasehold development have been complied with.

*The strata plan/leasehold development is a part of a development scheme, and the Council is satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1985 have been complied with, and that the plan does effect to the steps of the strata development contract to which it relates.

Date 9/3/00

Section No. 51A/29/2000

General manager/authorized person

*Complete, or state if inapplicable

Council File No. PR/0427

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

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

I. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE GENERAL MANAGER.

SURVEYOR'S CERTIFICATE

IAN JOHN BAKER

COOPER & RICHARDS
P.O. BOX 508 SUTHERLAND 2232

(1) each applicable requirement of

*Schedule 14 to the Strata Schemes (Freehold Development) Act 1973

*Schedule 14 to the Strata Schemes (Leasehold Development) Act 1985

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 an encroachment in appropriate assessment

*to be created by registered

*to be created under section 88B of the Conveyancing Act 1919

(3) the survey information recorded in any accompanying map is accurate

*Complete, or state if inapplicable

I state whether existing or plan, and quote registered number.

This is sheet 1 of my Plan in 6 sheets.

PLAN OF SUBDIVISION OF LOT 2 D.P.882999

SP62476 (E)

L.G.A.: SUTHERLAND Suburb/ Locality: MENAI

Parish : HOLSWORTHY County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres

Name of, and address for service of notices on, the owners corporation
Address required on original strata plan only.

THE OWNERS STRATA PLAN No. 62476
NO.6 SCHOFIELD PLACE,
MENAI N.S.W. 2232

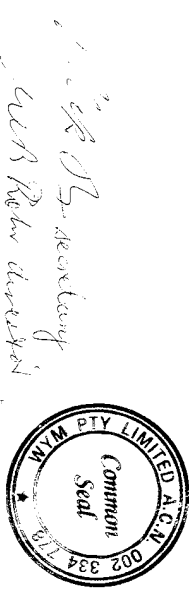
Registered : 16.3.2000

C.A.: SEE CERTIFICATE

Purpose: STRATA PLAN

Ref. Map: U0030-4#

Last Plan: DP882999



THIS PLAN CONTAINS A DEVELOPMENT CONTRACT OF 18 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

No By-laws apply

Strike out whichever is inapplicable

FOR LOCATION PLAN SEE SHEET 2

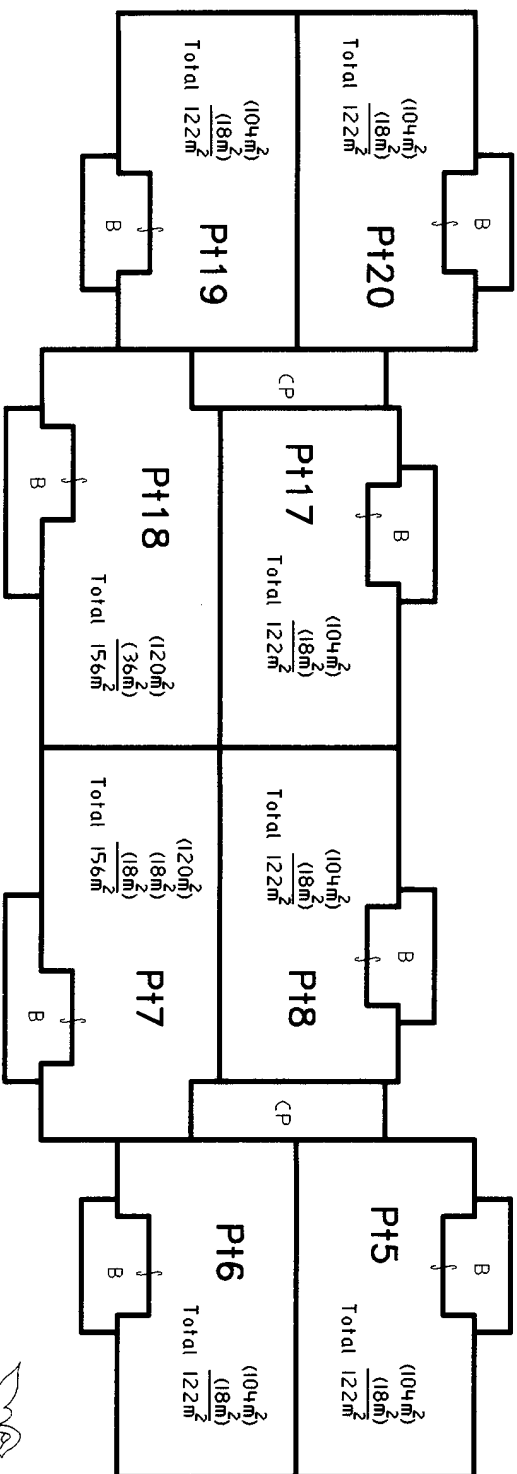


SP2

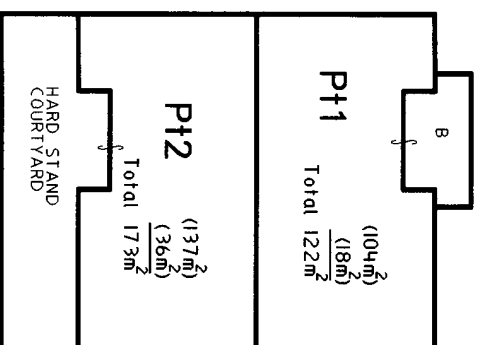
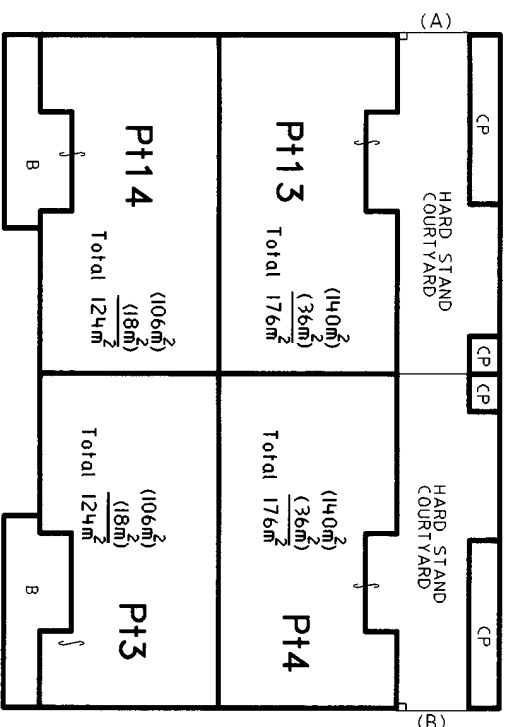
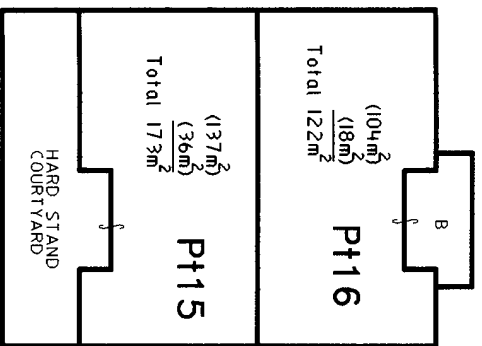
CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 6 Sheets

SP62476



FIRST FLOOR



NOTES.

1. ALL AREAS ARE APPROXIMATE.
2. BALCONIES ARE COVERED.
3. THE HARDSTAND COURTYARDS ARE LIMITED TO 2.3 ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNIT.

- h DENOTES RIGHT ANGLE
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
(A)- PROLONGATION OF NORTH FACE OF WALL
(B)- PROLONGATION OF SOUTH FACE OF WALL

GROUND FLOOR

Reduction Ratio 1:200

Lengths are in metres

I. T. [Signature]
Registered Surveyor

[Signature]
General Manager/authorised person

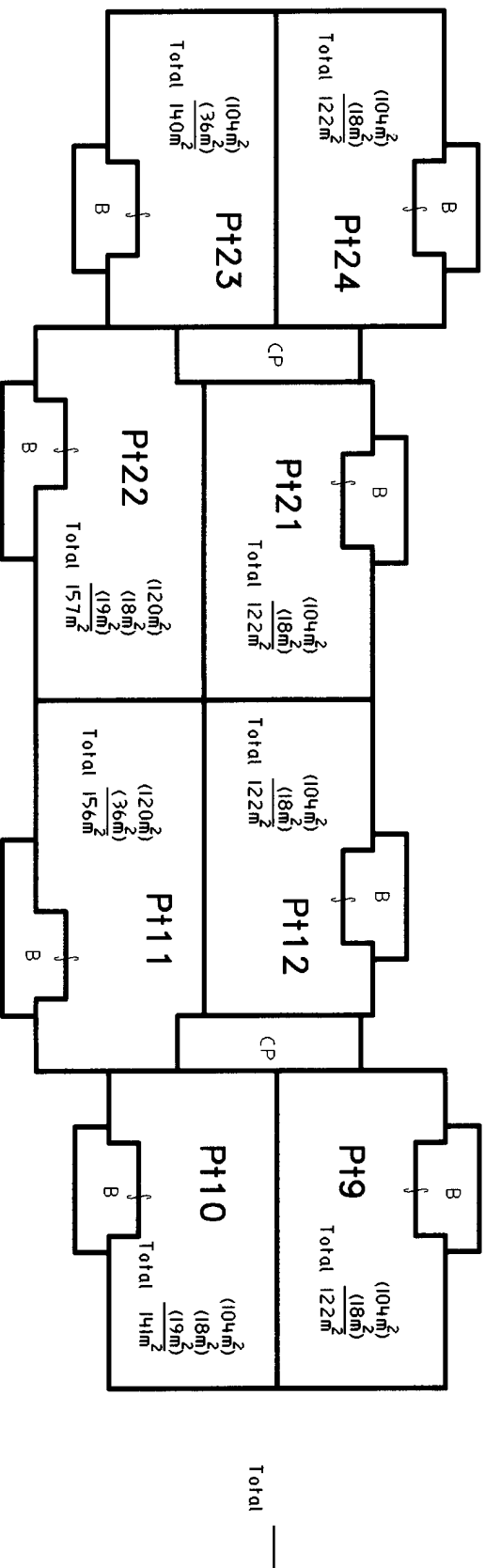
SURVEYORS REFERENCE: 9006041-3

SP2

CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 6 Sheets

SP62476



SECOND FLOOR

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
1	100	15	125
2	125	16	100
3	101	17	100
4	124	18	124
5	100	19	100
6	100	20	100
7	124	21	100
8	100	22	124
9	100	23	107
10	107	24	100
11	124	25	2610
12	100	26	1303
13	124	27	1308
14	101	28	2169
AGGREGATE		10,000	

NOTES.

1. ALL AREAS ARE APPROXIMATE.
2. BALCONIES ARE COVERED.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

Reduction Ratio 1:200

Lengths are in metres

I T
Registered Surveyor

Shayman
General Manager / Surveyor

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919, AS AMENDED AND SECTION 7(3) OF THE STRATA
TITLES (FREEHOLD DEVELOPMENT) ACT, 1973.**

All lengths are in metres.

(Sheet 1 of 2 Sheets)

PART I

Plan:

Strata Plan of Lot 2 in Deposited Plan
882999 covered by Council Clerks
Certificate No STA129 of 2000

SP62476

Full name and address of
Proprietors of the Land:

**WYM PTY LIMITED
64 CROYDON STREET
CRONULLA 2230**

**1. Identity of Positive Covenant firstly referred
to in the abovementioned Plan:**

Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

Lot Burdened.

Authority Benefited

The Common Property herein

Sutherland Shire Council

PART II

1. Terms of Positive Covenant firstly referred to in the abovementioned Plan

The owners corporation shall:

- (i) not exercise its powers under S54(3) of the Strata Titles (Freehold Development) Act, 1973, to allocate any common property designated for the exclusive use of a lot within this Plan.
- (ii) make available the common property on an unrestricted basis for use by any proprietor, employee of a proprietor or visitor to the land forming part of the Strata Plan.

Approved by Sutherland Shire Council


Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919, AS AMENDED AND SECTION 7(3) OF THE STRATA
TITLES (FREEHOLD DEVELOPMENT) ACT, 1973.**

All lengths are in metres.

2
(Sheet 2 of 2 Sheets)

PART II

Plan: S P. 62476

Strata Plan of Lot 2 in Deposited Plan
882999 covered by Council Clerks
Certificate No STA129 of 2000

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY EASEMENT
FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Council of the Sutherland Shire

The Common Seal of
WYM PTY LIMITED
was hereto affixed by resolution of the
Directors in the presence of




Secretary


Director

REGISTERED



16.3.2000

Approved by Sutherland Shire Council


Authorised Officer

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Strata Development Contract - Strata Plan No.....

SP62476

Warning

This contract contains details of a strata scheme which is proposed to be developed in five stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The proposed development might be varied but only in accordance with *section 28J of the Strata Schemes (Freehold Development) Act 1973 or *section 50 of the Strata Schemes (Leasehold Development) Act 1986.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See *sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973 or *sections 54, 55 and 56 of the Strata Schemes (Leasehold Development) Act 1986.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

Description of Development

1. Description of Land

Lot 2 D.P. 882999

2. Description of any Land proposed to be added to the Scheme

Nil

3. Description of Development Lot or Lots

Lot 25, Lot 26, Lot 27 & Lot 28.

SP 62476

**(Freehold Development) Act 1973, Strata Schemes (Leasehold Development)
Act 1986**

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as “**warranted development** - proposed development subject to a warranty” in the strata development contract and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as “**authorised proposals** - proposed development *not* subject to a warranty” in contract.

(iii) Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

SP 62476

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, “**damage**” does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

5. Warranted Development

Second Stage

(i) Description of Development

Subdivision of Development Lot 25 into Lots 29 to 52 and common property as shown in Sheets 1 to 9 of the Concept Plan. The purpose of these lots is residential and buildings will be of the style and proportion as shown in Sheets 6 to 9 of the Concept Plan.

(ii) Common Property Amenities

Nil

(iii) Schedule of Commencement and Completion (Completion of this item is optional)

(iv) Schedule of Lots

Subdivision of Development Lot 25 into Lots 29 to 52.

sp 62476

(v) **Working Hours** (Completion of this item is optional)

7.00am to 5.00pm - Monday to Saturday, inclusive.

(vi) **Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development**

Ingress and egress to the developed Lot shall be from the main Schofield Place entrance. For the purpose of construction on the Development Lot, access will be provided from Schofield Place, in such a manner as to not interfere with developed Lots or common property. No interference with common property as created will occur during construction on the Development Lot with the exception that some landscaping, access extensions and parking spaces may not be completed or may need restoration.

Construction zones for Stage 2 will be wholly maintained within Development Lot 25 of Stage 1.

(vii) **Landscaping**

All common property areas apart from access roads, driveways and parking areas will be turfed for all stages of development. Selected shrubs and trees are to be planted in common property areas.

(viii) **Schedule of Materials and Finishes**

All buildings shall be of brick construction with roofing of tiles. Access roads, driveways, parking areas and paths are to be concrete and/or paving. Other areas excluding gardens to be turfed.

(ix) **Vertical Staging**

Nil

(x) **Contribution to Common Property expenses**

The developer's liability for common property expenses is to be determined by unit entitlement.

(xi) **Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

Nil.

Third Stage

(i) **Description of Development**

Subdivision of Development Lot 26 into Lots 53 to 64 and common property as shown in Sheets 1 to 9 of the Concept Plan. The purpose of these lots is residential and buildings will be of the style and proportion as shown in Sheets 6 to 9 of the Concept Plan.

(ii) **Common Property Amenities**

Nil

SP 62476

- (iii) **Schedule of Commencement and Completion** (Completion of this item is optional)

- (iv) **Schedule of Lots**

Subdivision of Development Lot 26 into Lots 53 to 64.

- (v) **Working Hours** (Completion of this item is optional)

7.00am to 5.00pm - Monday to Saturday, inclusive.

- (vi) **Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development**

Ingress and egress to the developed Lot shall be from the main Schofield Place entrance. For the purpose of construction on the Development Lot, access will be provided from Schofield Place, in such a manner as to not interfere with developed Lots or common property. No interference with common property as created will occur during construction on the Development Lot with the exception that some landscaping, access extensions and parking spaces may not be completed or may need restoration.

Construction zones for Stage 2 will be wholly maintained within Development Lot 26 of Stage 1.

- (vii) **Landscaping**

All common property areas apart from access roads, driveways and parking areas will be turfed for all stages of development. Selected shrubs and trees are to be planted in common property areas.

- (viii) **Schedule of Materials and Finishes**

All buildings shall be of brick construction with roofing of tiles. Access roads, driveways, parking areas and paths are to be concrete and/or paving. Other areas excluding gardens to be turfed.

- (ix) **Vertical Staging**

Nil

- (x) **Contribution to Common Property expenses**

The developer's liability for common property expenses is to be determined by unit entitlement.

- (xi) **Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

Nil.

SP 62476

Fourth Stage

(i) Description of Development

Subdivision of Development Lot 27 into Lots 65 to 76 and common property as shown in Sheets 1 to 9 of the Concept Plan. The purpose of these lots is residential and buildings will be of the style and proportion as shown in Sheets 6 to 9 of the Concept Plan.

(ii) Common Property Amenities

Nil

(iii) Schedule of Commencement and Completion (Completion of this item is optional)

(iv) Schedule of Lots

Subdivision of Development Lot 27 into Lots 65 to 76.

(v) Working Hours (Completion of this item is optional)

7.00am to 5.00pm - Monday to Saturday, inclusive.

(vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development

Ingress and egress to the developed Lot shall be from the main Schofield Place entrance. For the purpose of construction on the Development Lot, access will be provided from Schofield Place, in such a manner as to not interfere with developed Lots or common property. No interference with common property as created will occur during construction on the Development Lot with the exception that some landscaping, access extensions and parking spaces may not be completed or may need restoration.

Construction zones for Stage 2 will be wholly maintained within Development Lot 27 of Stage 1.

(vii) Landscaping

All common property areas apart from access roads, driveways and parking areas will be turfed for all stages of development. Selected shrubs and trees are to be planted in common property areas.

(viii) Schedule of Materials and Finishes

All buildings shall be of brick construction with roofing of tiles. Access roads, driveways, parking areas and paths are to be concrete and/or paving. Other areas excluding gardens to be turfed.

(ix) Vertical Staging

Nil

SP 62476

(x) Contribution to Common Property expenses

The developer's liability for common property expenses is to be determined by unit entitlement.

(xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

Fifth Stage

(i) Description of Development

Subdivision of Development Lot 28 into Lots 77 to 96 and common property as shown in Sheets 1 to 9 of the Concept Plan. The purpose of these lots is residential and buildings will be of the style and proportion as shown in Sheets 6 to 9 of the Concept Plan.

(ii) Common Property Amenities

Nil

(iii) Schedule of Commencement and Completion (Completion of this item is optional)

(iv) Schedule of Lots

Subdivision of Development Lot 28 into Lots 77 to 96.

(v) Working Hours (Completion of this item is optional)

7.00am to 5.00pm - Monday to Saturday, inclusive.

(vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development

Ingress and egress to the developed Lot shall be from the main Schofield Place entrance. For the purpose of construction on the Development Lot, access will be provided from Schofield Place, in such a manner as to not interfere with developed Lots or common property. No interference with common property as created will occur during construction on the Development Lot with the exception that some landscaping, access extensions and parking spaces may not be completed or may need restoration.

Construction zones for Stage 2 will be wholly maintained within Development Lot 28 of Stage 1.

(vii) Landscaping

All common property areas apart from access roads, driveways and parking areas will be turfed for all stages of development. Selected shrubs and trees are to be planted in common property areas.

SP 62476

(viii) **Schedule of Materials and Finishes**

All buildings shall be of brick construction with roofing of tiles. Access roads, driveways, parking areas and paths are to be concrete and/or paving. Other areas excluding gardens to be turfed.

(ix) **Vertical Staging**

Nil

(x) **Contribution to Common Property expenses**

The developer's liability for common property expenses is to be determined by unit entitlement.

(xi) **Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

Nil.

6. Authorised Proposals

Nil.

7. Date of Conclusion of Development Scheme.

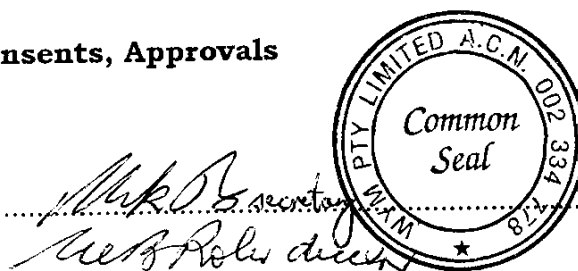
Conclusion date; 31st December 2001.

8. Concept Plan

Concept Plans are annexed illustrating the sites of buildings proposed in the Development Lot together with their style, proportion and floor plan.

Signatures, Consents, Approvals

Signature/seal of developer.....



Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot.

.....
Signature/seal of each registered mortgagee and chargee, of a lease of the development lot.

.....

SP 62476

Certificate of Approval

It is certified:

- a) that the consent authority has consented to the development described in Development Application No. 97/0105 and
- b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:
(fill in if applicable)

Date: 9-3-2000

Execution of consent authority 



CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 18 Sheets

Sirata Development Contract

SP62476

CONCEPT PLAN

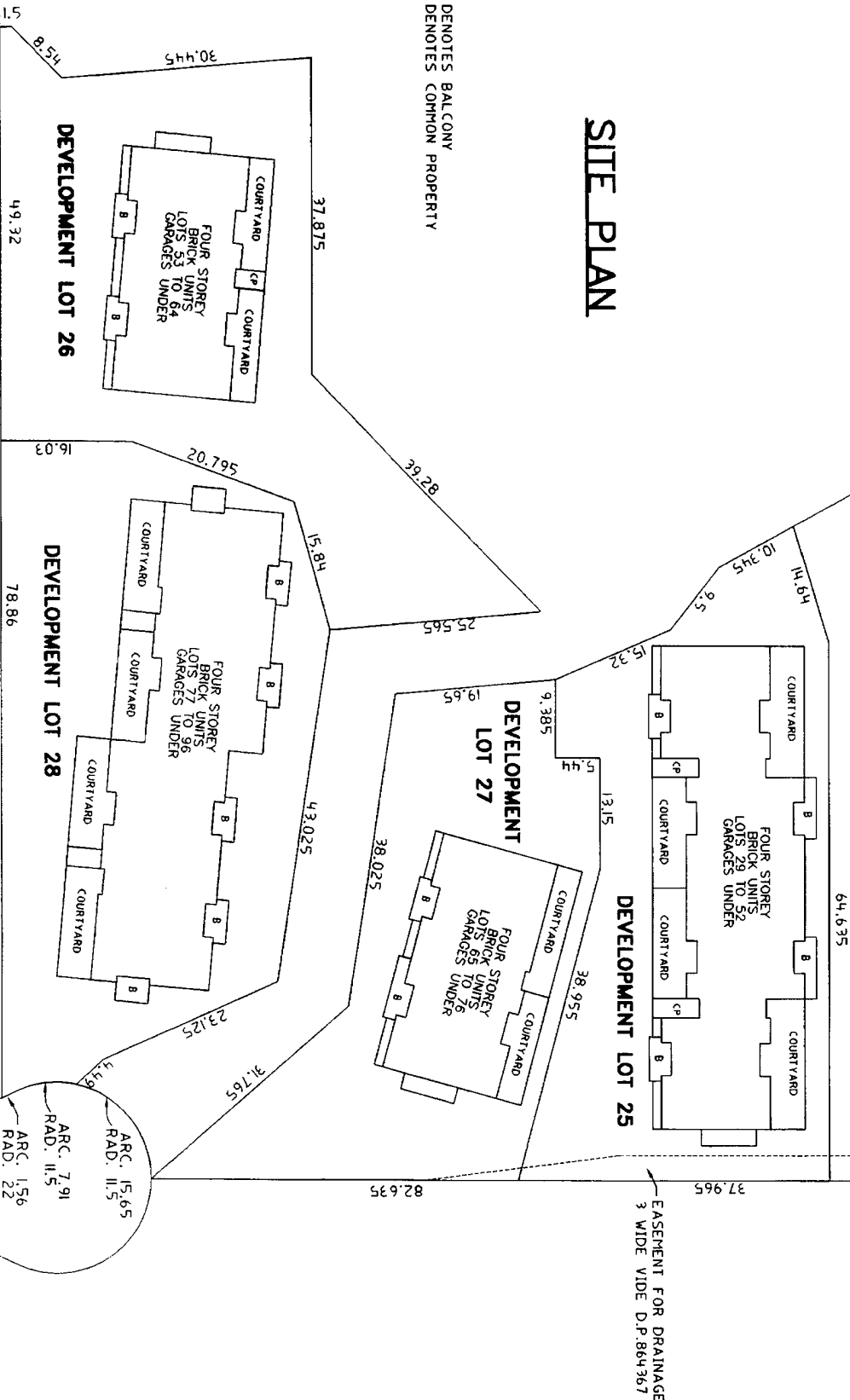
Plan of Development

Consented to: 18th. Nov. 1996
Application No. 97/0105

Registered Date: 16/3/2000

SITE PLAN

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY



SP62476

Consented to: 18th. Nov. 1996
Application No. 97/0105

Application No. 97/0105

Registered Date: 2016-3-20



BASEMENT FLOOR

CP DENOTES COMMON PROPERTY

P _i	58	P _i	58	P _i	59	P _i	60	P _i	61	P _i	62	P _i	62	P _i	63	P _i	64
CP																	
P _i	57	P _i	56	P _i	56	P _i	55					P _i	55	P _i	54	P _i	53

[illegible]

P1	P2	P3	P4
65	76	75	74
66	75	72	71
67			
68			
69			

Figure 1 is a hierarchical tree diagram illustrating the classification of 20 samples (Pt. 92, Pt. 93, Pt. 94, Pt. 95, Pt. 96, Pt. 97, Pt. 98, Pt. 87, Pt. 88, Pt. 89, Pt. 83, Pt. 85, Pt. 81) based on 10 morphological characters (C1-C10). The tree is rooted at the top and branches downwards. The first split is on C1 (92 vs 93-98). The next split is on C2 (93-94 vs 95-98). The third split is on C3 (95 vs 96-98). The fourth split is on C4 (96 vs 97-98). The fifth split is on C5 (97 vs 98). The sixth split is on C6 (87 vs 88-98). The seventh split is on C7 (87 vs 88-98). The eighth split is on C8 (87 vs 88-98). The ninth split is on C9 (87 vs 88-98). The tenth split is on C10 (87 vs 88-98).

CREASING OR FOLDING WILL LEAD TO REJECTION

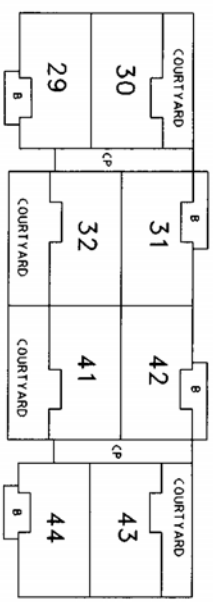
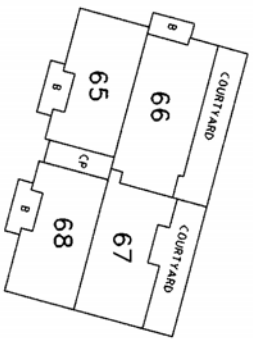
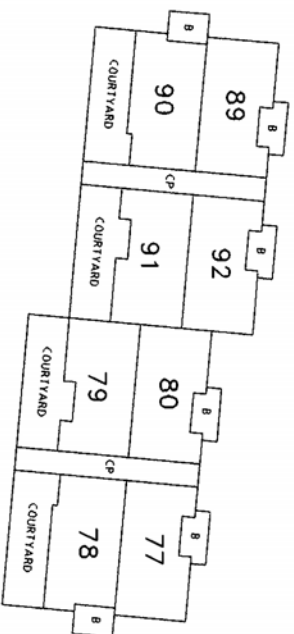
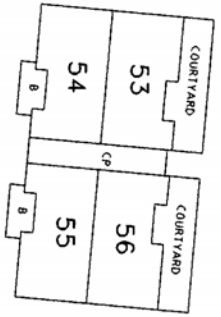
Sheet No. 12 of 18 Sheets

Strata Development Contract		SP62476
CONCEPT PLAN		
Plan of Development		
Consented to: 18th. Nov. 1996 Application No. 97/0105		Registered Date: 16.3.2000
Registered Date:		



GROUND FLOOR

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY



SURVEYORS REFERENCE: 9606041-3

CREASING OR FOLDING WILL LEAD TO REJECTION

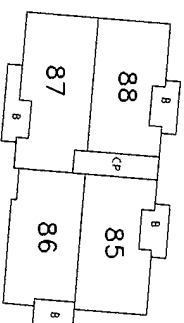
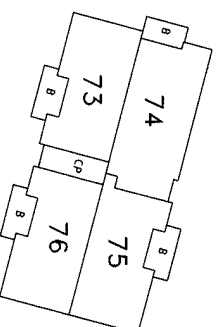
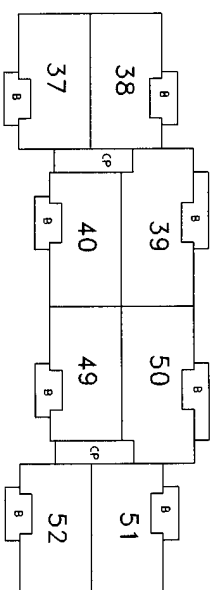
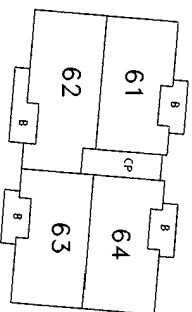
Sheet No. 14 of 18 Sheets

Strata Development Contract		SP62476
CONCEPT PLAN		
Plan of Development		
Consented to: 18th. Nov. 1996		Registered Date: 16.3.2000
Application No. 97/0105		



SECOND FLOOR

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY



CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 18 Sheets

Strata Development Contract

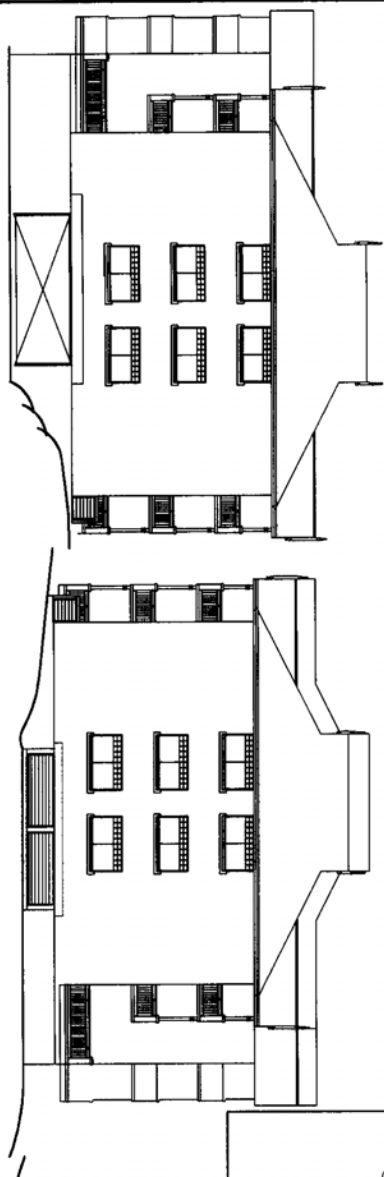
SP62476

CONCEPT PLAN

Consented to: 18th. Nov. 1996
Application No. 97/0105

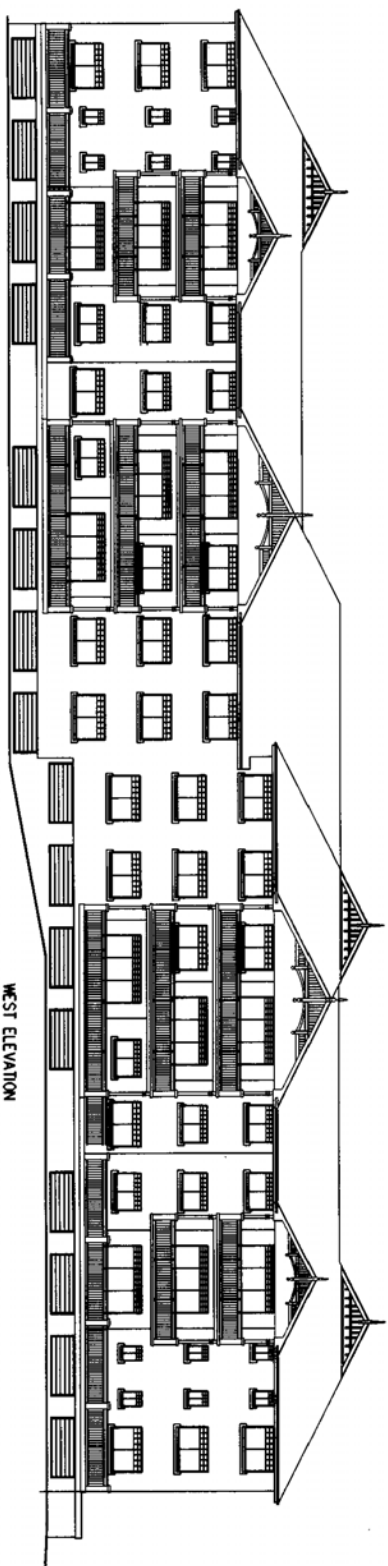
Plan of Development

Registered Date: 16.3.2000

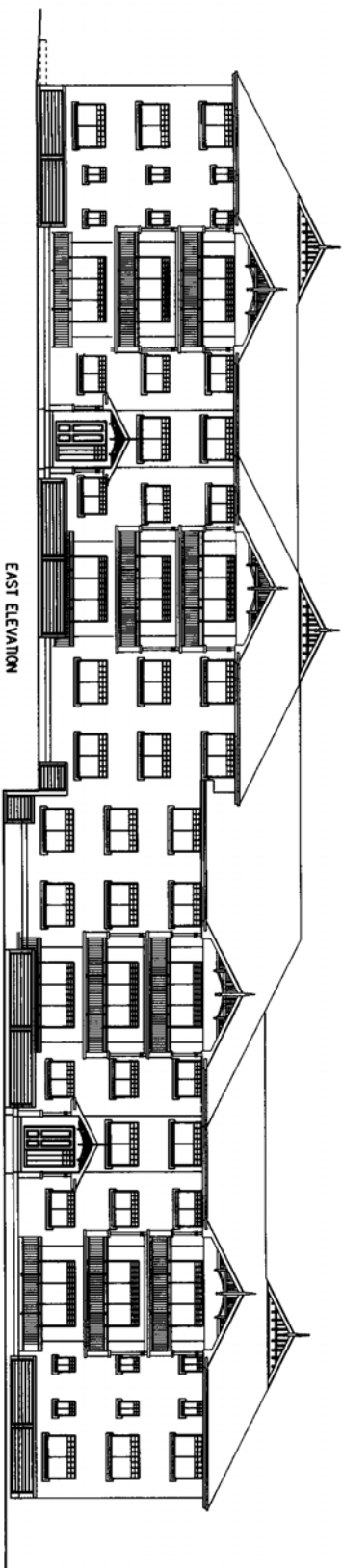


SOUTH ELEVATION

NORTH ELEVATION



WEST ELEVATION




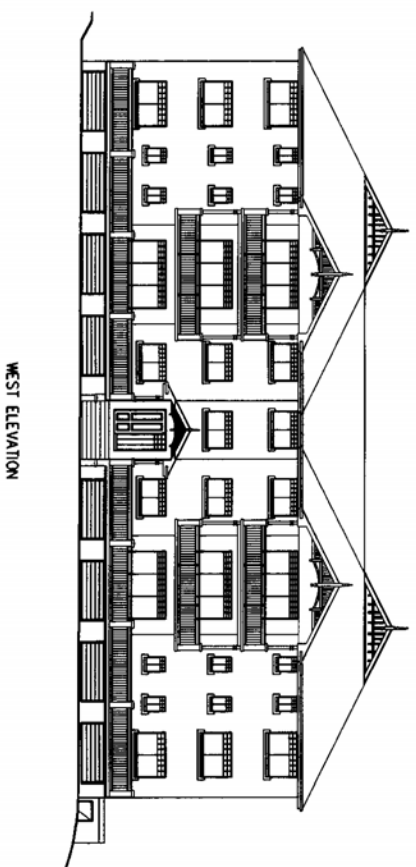
EAST ELEVATION

ELEVATIONS - LOTS 29 TO 52

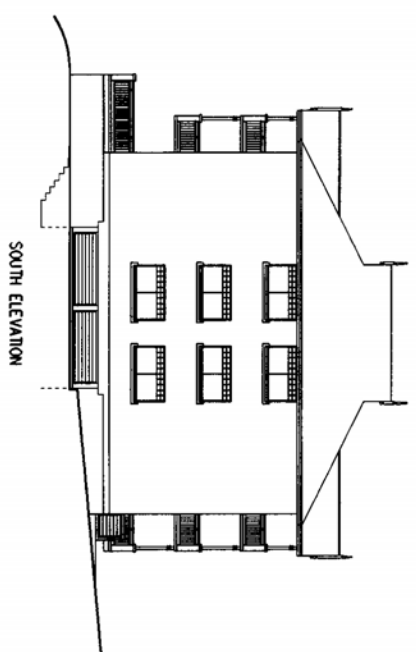
CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 16 of 18 Sheets

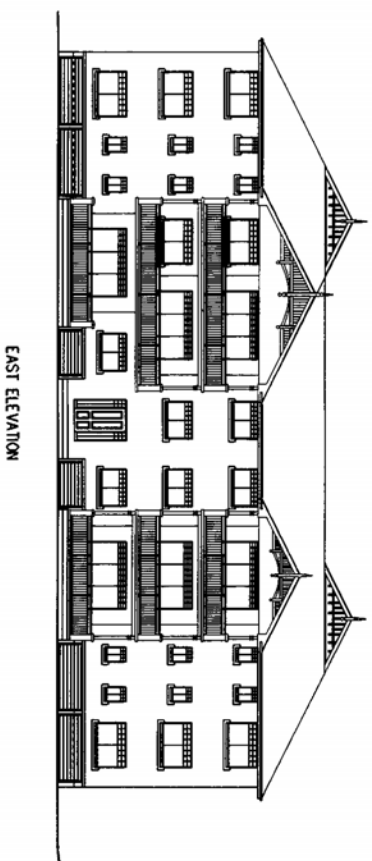
Strata Development Contract		SP62476
CONCEPT PLAN		Consented to: 18th Nov. 1996
Plan of Development		Application No. 97/0105
		Registered Date:  16.3.2000



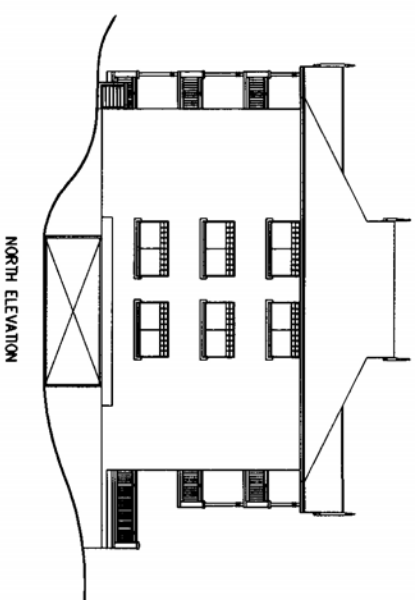
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

ELEVATIONS - LOTS 53 TO 64

CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 17 of 18 Sheets

Strata Development Contract

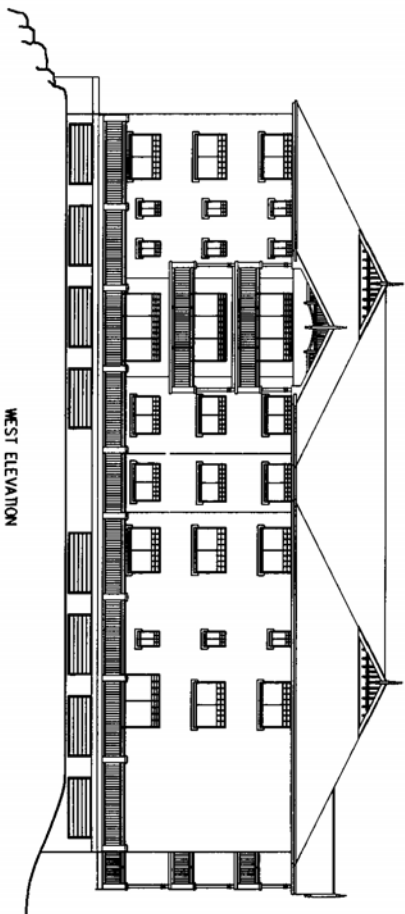
SP62476

CONCEPT PLAN

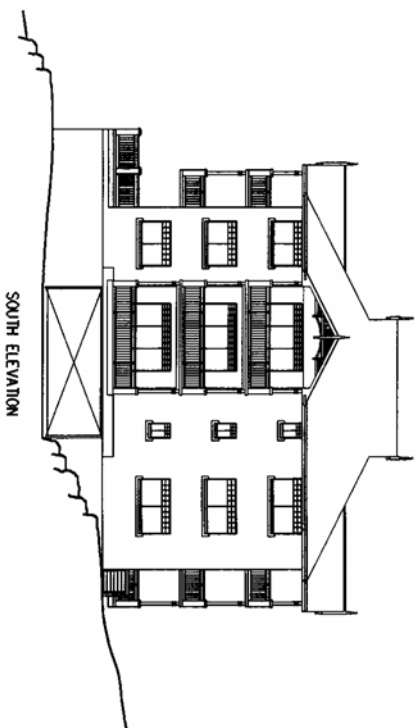
Consented to: 18th Nov. 1996
Application No. 97/0105

Plan of Development

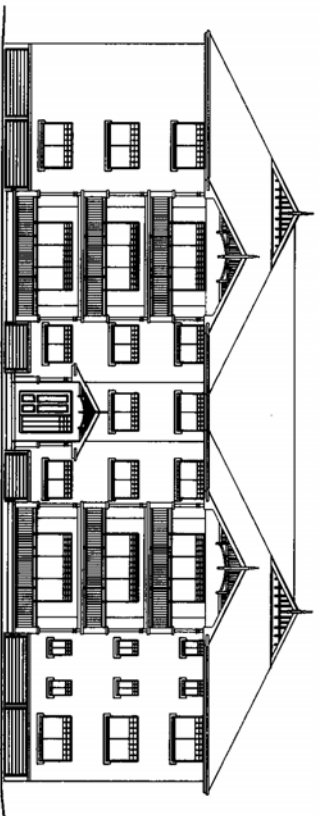
Registered Date: 16.3.2000



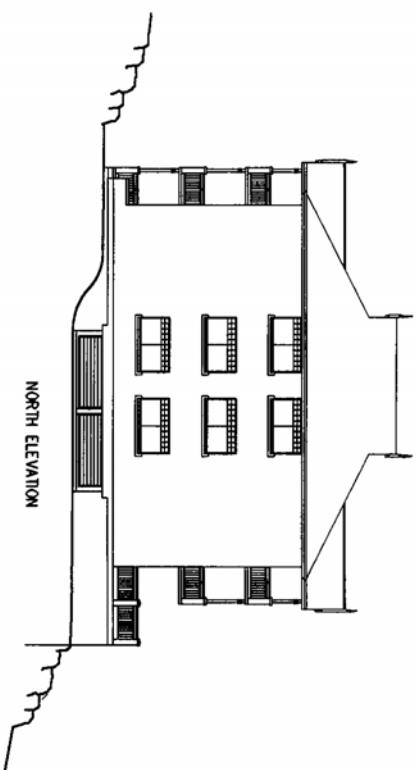
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

ELEVATIONS - LOTS 65 TO 76

CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 18 of 18 Sheets

Strata Development Contract

SP62476

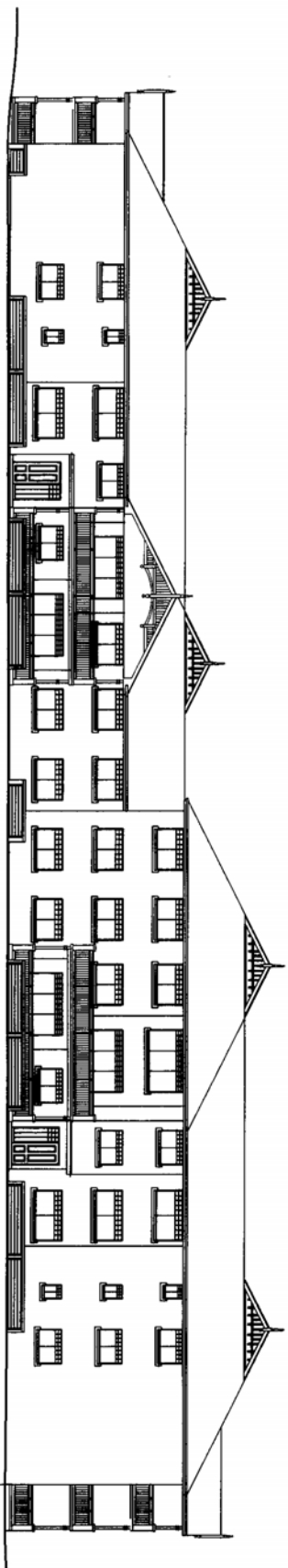
CONCEPT PLAN

Consented to: 18th Nov. 1996
Application No. 97/0105

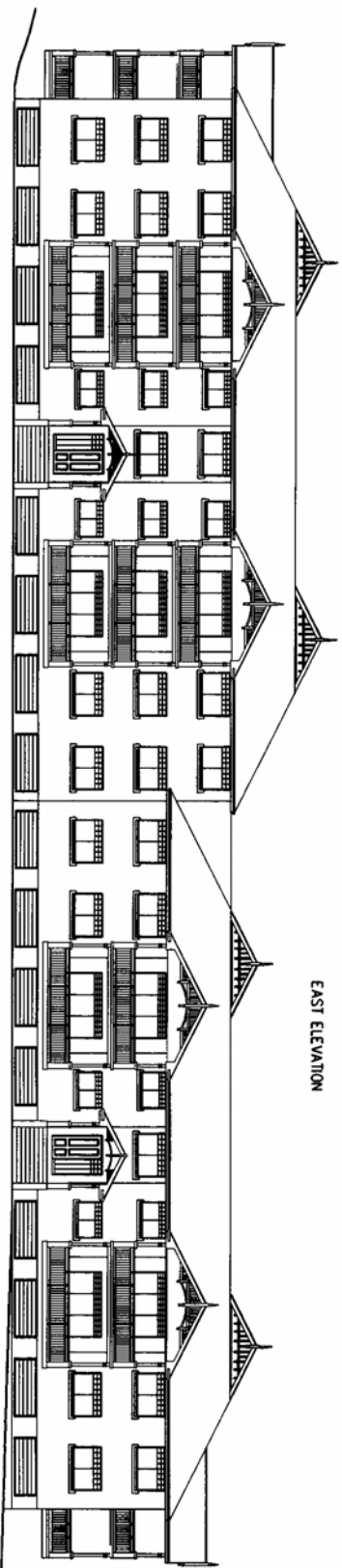
Plan of Development

Registered Date: 16-3-2000

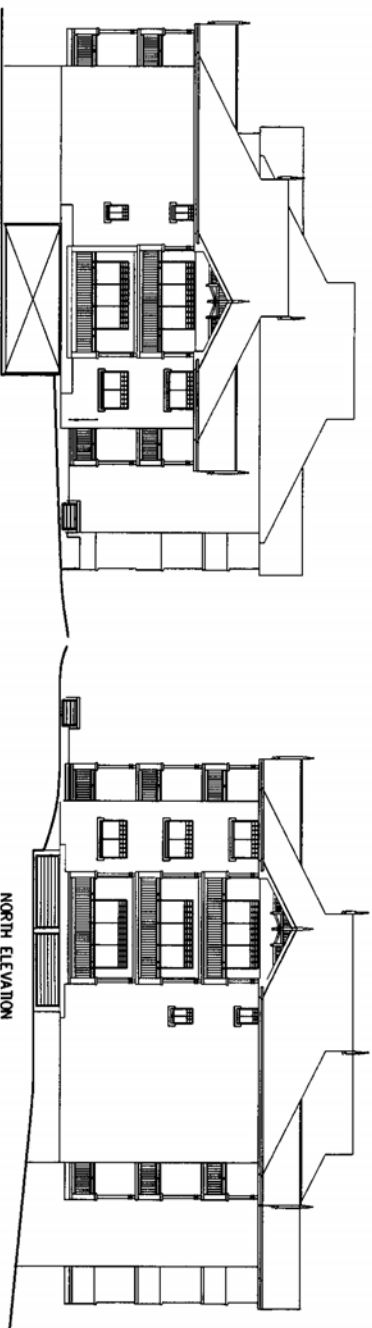
ELEVATIONS - LOTS 77 TO 96



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

NORTH ELEVATION

RP 13A

STAMP DUTY

①



E
584160 N

D



**TRANSFER
(INCLUDING EASEMENT/COVENANTS)**

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	of	R
\$		/

DESCRIPTION
OF LAND
Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
Volume 8375 Folio 178	WHOLE PART, being Lot 18 In Deposited Plan 811119	At: Monal
Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Lot 7 In DP 811119		Lot 18 In DP 811119
GILBERT EDWARD LYNCH, C/- Elliot Tuthill, Solicitors, 119 Cronulla Street, Cronulla		

TENEMENTS
PANEL

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

TRANSFEROR
Note (c)

Note (d)
(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 530,000.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEE

TRANSFEROR
Note (c)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES of 260 Elizabeth Street, Surry Hills	OFFICE USE ONLY OVER
--	-----------------------------

TENANCY
Note (e)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (f)

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

Note (g)

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

Note (g)

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

DATE 1 July 1992

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

EXECUTION
Note (h)

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

[Signature]
Signature of Witness

JAMES SPRATT J.P.
Name of Witness (BLOCK LETTERS)

222 GANNONS RD DALANS. BUILDER.
Address and Occupation of Witness

Note (h)

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

[Signature]
Signature of Witness

TIM O. MALLEY
Name of Witness (BLOCK LETTERS)

2 DIND ST. MILSONS POINT, VALUER
Address and occupation of Witness

[Signature]
Signature of Transferor

[Signature]

EXECUTED PURSUANT TO DELEGATION
BOOK 3799 No. 278

Signature of Transferee

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

LODGED BY		LOCATION OF DOCUMENTS	
LODGED BY	CT	OTHER	
COLIN BIGGERS & PAISLEY, SOLICITORS, 140 PHILLIP ST, SYDNEY, DX 280 SYDNEY. PHONE 221-2032 Ref: R.G.O. Box 115F, SYDNEY Dcm. 920480.			Herewith
			In L.T.O. with
			Produced by
Delivery Box Number			
Checked <i>[Signature]</i>	Passed RFS.	REGISTERED	-19
Signed	Extra Fee	Secondary Directions	<i>[Signature]</i>
		Delivery Directions	

OFFICE USE ONLY

RP 13A
1988

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

X

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

The Transferee and the Transferor does hereby for the benefit of Lot 18 in Deposited Plan 811119 (herein called "the Dominant Tenement") covenant with the Transferee (in this covenant called "the Authority") and with Sutherland Shire Council so as to bind and burden Lot 7 in Deposited Plan 811119 (herein called "the Servient Tenement") that the Transferor shall not construct or allow to be constructed on the Servient Tenement any means of access to or from the Dominant Tenement or use or allow to be used the Servient Tenement as a means of access to or from the Dominant Tenement AND the party having the right to release, vary or modify the restriction as to user herein contained is Roads and Traffic Authority of New South Wales, its successors and assigns.

Notes (m) and (l)
Also complete
tenements panel on
front of form

[Signature]

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with

[Handwritten signature]

INSTRUCTIONS FOR COMPLETION

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

(a) Description of land.

(ii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chivlora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Awa

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

(g) Delete whichever words are inappropriate.

(b) Execution.

GENERALLY

(f) Should there be insufficient space for execution of this deciling, use an annexure sheet.

(4) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom his or she is personally known. The solicitor for the transferee may sign this certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(9) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. _____".

AUTHORITY

(iv) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation and the resolution of the directors, signed by the president of the corporation.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

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

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

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

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

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

[illegible]

SECOND SCHEDULE & OTHER DIRECTIONS

[illegible]

PLAN FORM 2

SIGNATURE AND SEALS ONLY



SURVEY PRACTICE REGULATION 1990 - CLAUSE 32 (2)

156 CO-ORDINATES

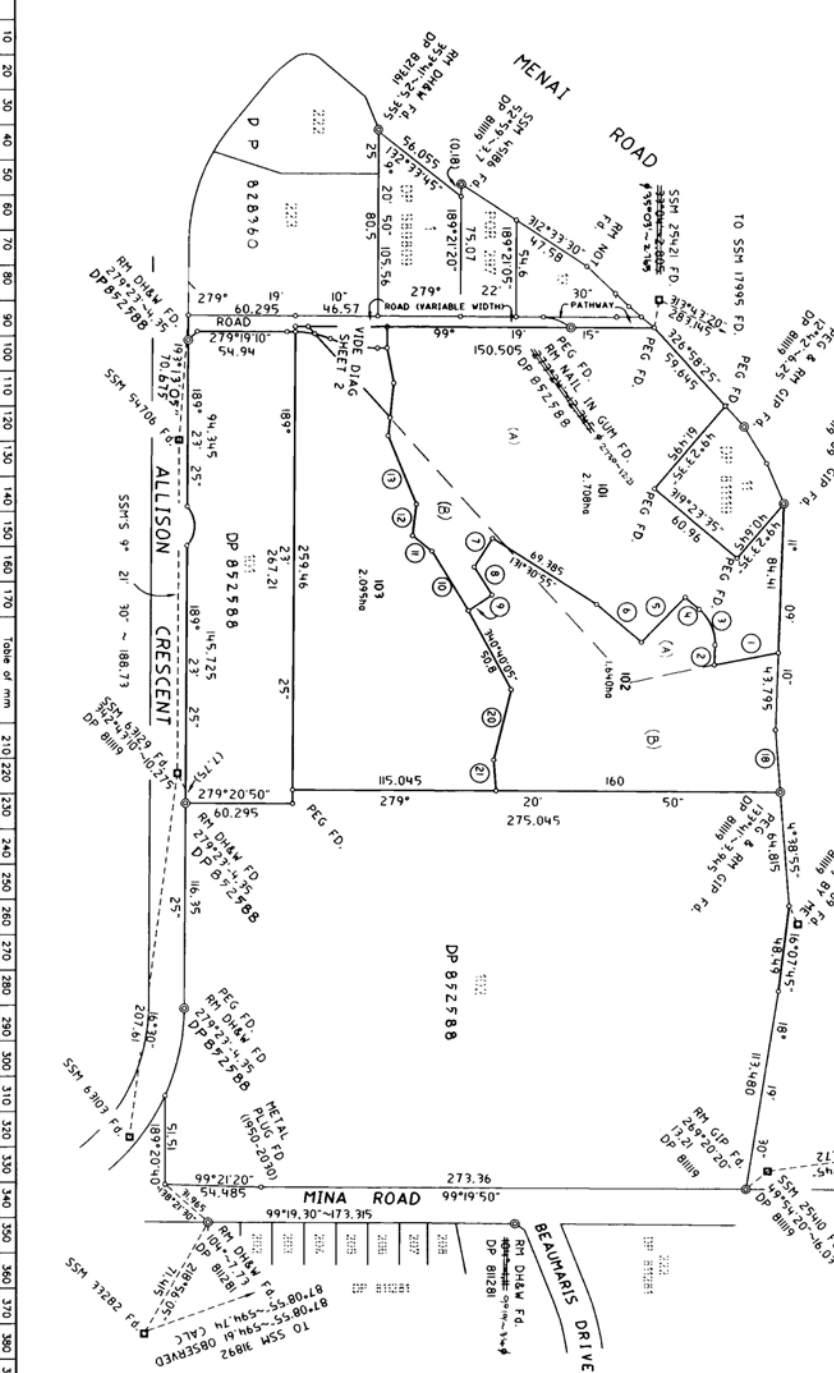
MARK	EASTING	NORTHING	ZONE	ACC
SSM 17995	300727.844	1234963.565	56/1	S
SSM 31892	300712.888	1235256.440	56/1	S
SSM 31282	30106.889	1235286.025	56/1	S

SOURCE:SGS COORDINATES ADAPTED FROM N.S.W. LANDS DEPARTMENT AT JANUARY, 1994
COMBINED SCALE AND SEA LEVEL
CORRECTION FACTOR .99991

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	88°10'05"	36.715			17	229°21'35"	40.645		
2	18°09'00"	11.44			18	184°19'55"	35.255		
3	165°16'25"	22.045			19	184°09'00"	43.795		
4	139°21'35"	10.35			20	22°59'05"	41.01		
5	57°44'00"	35.33			21	4°14'00"	17.51		
6	139°21'35"	33.11			22	287°14'55"	11.05		
7	4°18'55"	19.295			23	15°11'50"	40.255		
8	318°42'00"	18.15			24	22°49'05"	41.01		
9	65°13'55"	15.93			25	296°18'40"	9.185		
10	317°30'00"	39.44			26	240°16'35"	27.235		
11	318°00'00"	14			27	279°22'30"	5.55		
12	16°00'00"	42			28	15°11'50"	19.105		
13	314°40'00"	42			29	271°49'05"	7.19		
14	195°15'00"	29.955			30	327°04'25"	5.44		
15	356°05'20"	20.245			31	187°21'25"	2.97		
16	4°22'30"	12.075			32	271°49'05"	44.855		

(A) COVENANT - M 649096
COVENANT - Z B 01233
(B) RESTRICTION ON DEALINGS - SEC 272
COVENANT - E 584160



• OFFICE USE ONLY

DP 852431

Registered 12.9.1995

C.A. 99/97 OF 7.8.1995

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0030-4

Lost Plan: DP 811119

PLAN OF SUBDIVISION OF LOTS 7 AND 10 IN DP 811119

Reduction Ratio 1:2000
Lengths are in metres.

LGA: SUTHERLAND
LOCALITY: MENAI
PARISH: HOLSWORTHY
COUNTY: CUMBERLAND

This is sheet 1 of my plan in 2 sheets

I, BRIAN JOHN FRANKLIN, of 306 PITT STREET SYDNEY 2000, DO HEREBY certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 20/7/1995.

Signature: B. Franklin
Surveyor registered under Surveyors Act, 1929

Please used in preparation of survey/compensation
DP 811281
44648
57781

IT IS INTENDED TO CREATE PURSUANT TO SEC 88B, CONVEYANCING ACT 1995, A RESTRICTION ON USE 2 POSITIVE COVENANT

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

AMENDMENTS MADE IN L.T.O. AT SURVEYOR'S REQUEST VIDE 1997M 666 (M)

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: UNREADING OR FOLLOWING WILL LEAD TO REJECTION

* UTM USE UNTIL

DP 852431

Registered # 12.9.1995

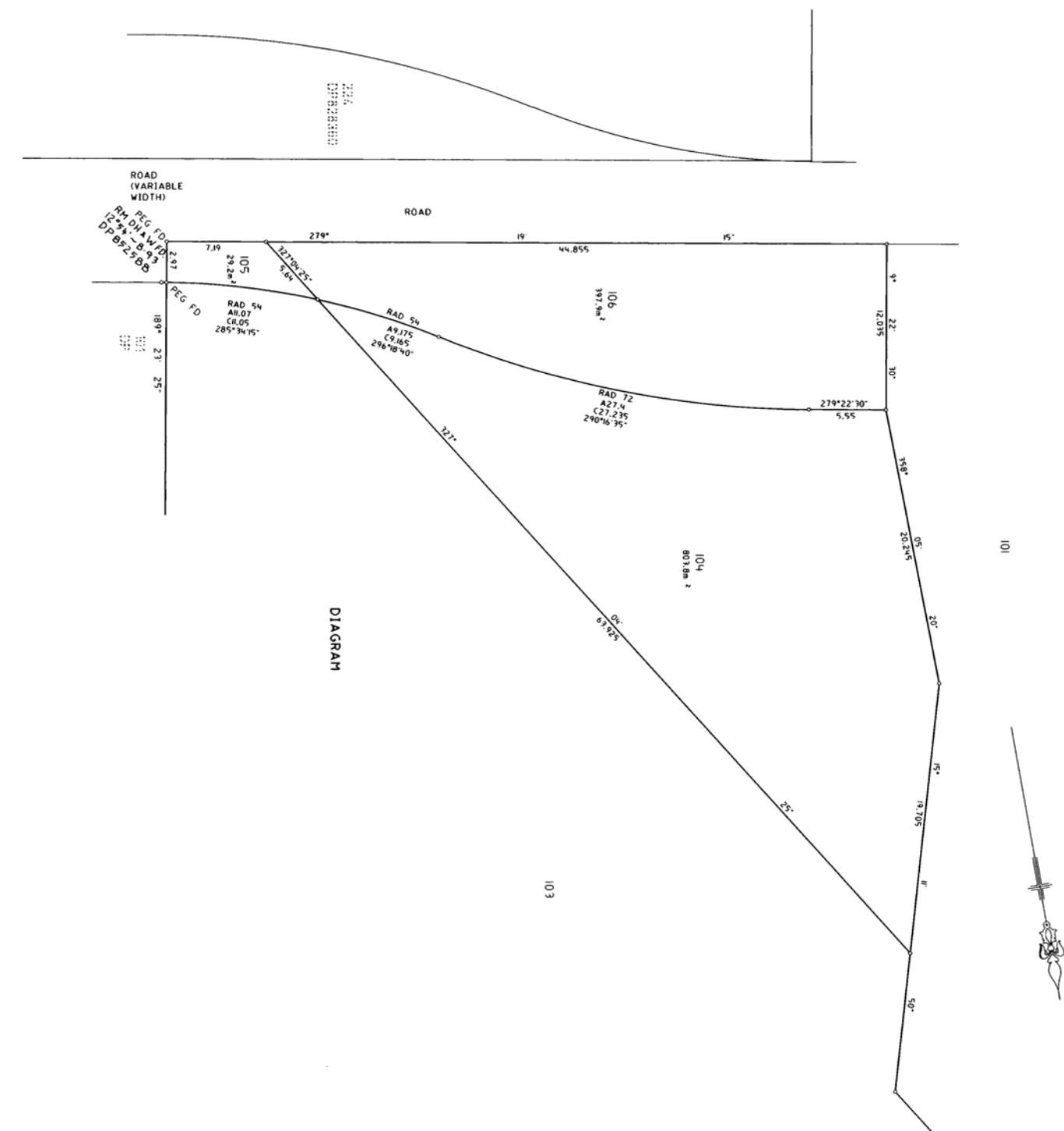
This is sheet 2 of my plan in 2 sheets
dated 20/7/1995

B.F. MULLER
Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2
sheets covered by my Certificate No. 99
of 1995

B.F. Muller
General Manager/Authorized Person

For use where space is insufficient in any point on Plan
Form 2.



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

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1.

Plan: **DP 852431**

Plan of Subdivision of
Lot 7 and Lot 10 in DP.811119
covered by Council Clerk's
Certificate No. 99
of 1995

Full name and address of
proprietor of the land.

Gilbert Edward Lynch
12 Gunnamatta Road
Cronulla NSW 2230.
The Council of Sutherland Shire
Eton Street
Sutherland NSW 2232.

1. Identity of Restriction
firstly referred to
in abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

101, 102, 103 and 104

The Council of Sutherland Shire

2. Identity of Positive Covenant
secondly referred to
in abovementioned plan.

Positive Covenant.

SCHEDULE OF LOTS AFFECTED.

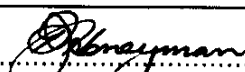
Lots Burdened.

Authority Benefited.

105 and 106

The Council of Sutherland Shire

Approved by The Council of Sutherland Shire


Authorised Person Council Clerk

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

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 2.

Plan: **DP 852431**

Plan of Subdivision of
Lot 7 and Lot 10 in DP.811119
covered by Council Clerk's
Certificate No. 99
of 1995

1. TERMS OF RESTRICTION ON USE FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

No development shall be permitted on lots hereby burdened until such time as the land has
vehicular access to a dedicated public road.

2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

The lots hereby burdened shall be used for no purpose other than as a public road.

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY
RESTRICTION ON USE FIRSTLY, AND
POSITIVE COVENANT SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

The Council of Sutherland Shire.

Approved by The Council of Sutherland Shire

Obneyman
Authorised Person Council Clerk

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

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

PART 2.

Plan: **DP852431**

Plan of Subdivision of
Lot 7 and Lot 10 in DP.811119
covered by Council Clerk's
Certificate No. 99
of 1995

Signed in my presence by

G E LYNCIF

who is personally known to me

[Signature]
(Signature of Witness)

[Signature]
Proprietor

J. L. JORDAN
(Name of Witness)

119 CRONULLA ST CRONULLA
(Address of Witness)

Approved by The Council of Sutherland Shire

[Signature]
Authorised Person Council Clerk

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

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

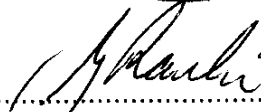
PART 2.

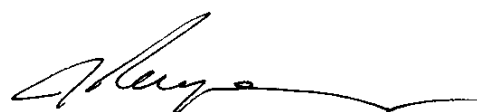
Plan: **DP852431**

Plan of Subdivision of
Lot 7 and Lot 10 in DP.811119
covered by Council Clerk's
Certificate No. **99**
of **1995**



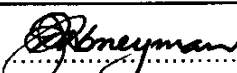
THE COMMON SEAL of the COUNCIL of
SUTHERLAND SHIRE was hereto affixed
this **13th** day of **August** 1995
in accordance with a resolution of the
COUNCIL passed on the **EIGHTEENTH** day
of **JULY**, 1995.


.....
Mayor


.....
General Manager

REGISTERED  **12.9.1995**

Approved by The Council of Sutherland Shire


.....
Authorised Person Council Clerk

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

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1.

DP 864367

Plan of Road Dedication
within Lot 443 in DP. 854841 and
Lot 4 in DP.270107 and easement
covered by Council Clerk's
Certificate No. 43
of 1997

Full name and address of
proprietor of the land.

Gilbert Edward Lynch
12 Gunnamatta Road
CRONULLA NSW 2230

T.M. Burke Pty Limited
A.C.N.004 111 666
Level 2
242 Beecroft Road
EPPING NSW 2121

1. Identity of Easement
firstly referred to in
the abovementioned plan.

Easement for Drainage
3.0 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

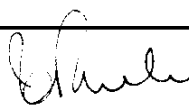

Authority Benefited.

2

The Council of the Shire of Sutherland.

Approved by The Council of the Sutherland Shire


Council Clerk

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

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 2.

Plan: **DP 864367**

Plan of Road Dedication
within Lot 443 in DP. 854841 and
Lot 4 in DP.270107 and easement
covered by Council Clerk's
Certificate No.43
of 1997

1. TERMS OF EASEMENT FOR DRAINAGE 3.0 WIDE
FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water as set out in PART III of SCHEDULE IVA of the CONVEYANCING
ACT, 1919 with the following addition:-

The registered proprietors of the lot hereby burdened covenant with The Council of the
Shire of Sutherland that they will not:

(a) do permit or suffer any act deed matter or thing whereby the said line of pipes shall be
likely to become injured or damaged or whereby The Council of the Shire of Sutherland
shall be prevented from or hampered in constructing, maintaining, mending, repairing or
cleansing the said line of pipes or any part thereof,

(b)interfere with the free flow and passage of soil or water through the said line of pipes
and that if the registered proprietor shall do permit or suffer anything which shall injure or
damage the said line of pipes or any part thereof or shall interfere with the free flow and
passage of soil or water through the same the registered proprietor will forthwith at his own
expense properly and substantially repair and make good all such injury or damage and
restore the free flow and passage of soil or water through the said line of pipes and do all
things necessary or expedient any building or other structure of any kind or description on
that part of the lot hereby burdened without the prior consent in writing of The Council of
the Shire of Sutherland being first had and obtained.

Approved by The Council of the Sutherland Shire

.....
Council Clerk

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

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

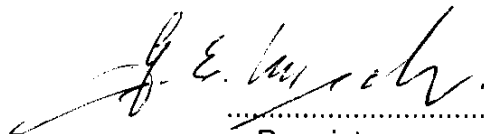
PART 2.

Plan: **DP 864367**

Plan of Road Dedication
within Lot 443 in DP. 854841 and
Lot 4 in DP.270107 and easement
covered by Council Clerk's
Certificate No. 43
of 1997

Signed in my presence by

DR GILBERT EDWARD LYNCH


Proprietor

who is personally known to me



(Signature of Witness)


MATTHEW C. HOWLIN

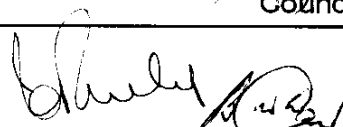
(Name of Witness) SOLICITOR.

64 CROYDON ST CROOKLA.

(Address of Witness)

Approved by The Council of the Sutherland Shire


Council Clerk



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

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

PART 2

Plan: **DP 864367**

Plan of Road Dedication
within Lot 443 in DP. 854841 and
Lot 4 in DP.270107 and easement
covered by Council Clerk's
Certificate No. 43
of 1997

The common seal of
T.M. BURKE PTY. LIMITED
A.C.N. 004 111 666
was hereunto affixed by authority
of the Board of Directors previously
given and in the presence of:



A handwritten signature in ink, appearing to be "Cherry", written over a dotted line.

Director

A handwritten signature in ink, appearing to be "R. H. H.", written over a dotted line.

Secretary

Signed at Sydney the 20th day of November
1996 For Commonwealth Bank of Australia
A.C.N. 123 123 124 by its duly appointed Attorney under
Power of Attorney No. 319 Book 4048
who declares that he has not received
notice of revocation of the power

A handwritten signature in ink, appearing to be "Bernard John Ling", written over a dotted line.

Acting Manager/Assistant Manager Credit Compliance and
Documentation
Institutional Banking

BERNARD JOHN LING

A handwritten signature in ink, appearing to be "Bernard John Ling", written over a dotted line.

WITNESS

Approved by The Council of the Sutherland Shire

A handwritten signature in ink, appearing to be "Bernard John Ling", written over a dotted line.

Council Clerk

REGISTERED



26-11-1996

Form: 15CB
Release: 1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

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



AB806021W

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

(A) TORRENS TITLE	For the common property CP/SP62476		
(B) LODGED BY	Delivery Box 109A	Name, Address or DX and Telephone CU THEODORE SOLICITOR Reference (optional): SP62476	123050V CODE CB

(C) The Owners-Strata Plan No 62476 certify that pursuant to a resolution passed on 02 August 2005
and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No 20, 21, 22, 23, 24, 25
Amended by-law No NOT APPLICABLE
as fully set out ~~below~~
in the Annexure to Change of By-Laws, Strata Plan 62476.

(F) The common seal of the Owners-Strata Plan No 62476
was affixed on 19/9/05 in the presence of—

Signature(s):

Name(s):

Indiah Reed Strata Manager Clisdells

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:



Handwritten signature/initials

Annexure to Change of By-Laws, Strata Plan 62476, Passed 2nd August, 2005.

BY-LAW 20 (Air Conditioning)

1. The Owners Corporation has resolved that it is inappropriate to install ducted air conditioning systems in the Strata Scheme and an owner or occupier of a Lot must not install such a system to a Lot or the Common Property.
2. Subject to sub-clause 1, an owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, install any other form of air conditioning system to the Lot.
3. To obtain an approval from the Owners Corporation under sub-clause 2, an owner or occupier of a Lot must submit a copy of the proposal, plans and specifications to the Owners Corporation for consideration and approval.
4. Any approved air conditioning system must be installed in a competent and proper manner and must have an appearance (if visible from outside the Lot) in keeping with the appearance of the rest of the building.
5. The owner or occupier of a Lot must maintain and keep in a state of good and serviceable repair any apparatus or structure installed under this by-law, the ownership of which shall at all times be vested in the owner of the Lot.

BY-LAW 21 (Signage)

An owner or occupier of a Lot must not, except with the prior written approval of the Owners Corporation erect any sign or banner or other advertising material (for example but not limited to "Auction", "For Sale" or "For Lease" signs) on the Common Property or within a Lot such that it is visible from the outside of the Lot.

BY-LAW 22 (Down Lighting)

1. An owner or occupier of a Lot must not, except with the prior written approval of the Owners Corporation install any down light or series of down lights within a Lot or on the Common Property.
2. To obtain an approval from the Owners Corporation under sub-clause 1, an owner or occupier of a Lot must submit a copy of the proposal, plans and specifications, which specifications must comply with any Fire Safety Regulations in force, to the Owners Corporation for consideration and approval.

A handwritten signature in black ink, consisting of a large, stylized capital 'J' followed by a cursive 'R'.

3. The owner or occupier of a Lot must maintain and keep in a good and serviceable State of repair any apparatus or structure installed under this by-law, the ownership of which shall at all times be vested in the owner of the Lot.

BY-LAW 23 (Garage Doors)

1. Pursuant to section 62(3) of the Act, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace the garage doors which form part of the individual Lots in the Strata Scheme and has resolved that such garage doors are from this time forward vested in the owner of the Lot.
2. An owner or occupier of a Lot must maintain and keep in a state of good and serviceable repair and appearance the garage door or garage doors forming part of the Lot.
3. Subject to sub-clause 2, if required, the owner or occupier of a Lot must replace such garage door or garage doors with another in keeping with the appearance of the rest of the building.

BY-LAW 24 (Flyscreens)

1. Pursuant to section 62(3) of the Act, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace the flyscreens to the doors and windows of individual Lots in the Strata Scheme and has resolved that such flyscreens are from this time forward vested in the owner of the Lot.
2. An owner or occupier of a Lot must maintain and keep in a state of good and serviceable repair and appearance the flyscreens to the Lot and if required replace such flyscreens with replacements in keeping with the appearance of the rest of the building.

BY-LAW 25 (Smoke Detectors)

1. Pursuant to section 62(3) of the Act, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace the smoke detectors installed in individual Lots in the Strata Scheme and has resolved that such smoke detectors are from this time forward vested in the owner of the Lot.
3. An owner or occupier of a Lot must maintain and keep in a state of good and working order the smoke detectors installed in the Lot and if required replace such smoke detectors with replacements of the same type and quality.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a smaller 'h'.



Form: 15CB
Release: 2.0
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CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900

AD528019G

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/SP62476	
(B) LODGED BY	Document Collection Box	Name, Address or DX and Telephone
	1W	Peter Clisdell Pty Ltd DX 25304 Rockdale
	Reference:	
		CODE CB

(C) The Owners-Strata Plan No. 62476 certify that pursuant to a resolution passed on 31 July 2007 and in accordance with the provisions of No. 47 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 26

Amended by-law No. 5

as fully set out below:

Refer to attached Annexure "A" - Motion 9



(F) The common seal of the Owners-Strata Plan No. 62476 was affixed on 23 October 2007 in the presence of—

Signature(s):

Name(s):

GRACE CHALMERS

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"

MINUTES OF THE ANNUAL GENERAL MEETING

THE OWNERS STRATA PLAN NO: 62476

ADDRESS OF SCHEME: 6 Schofield Place, Menai NSW 2234

DATE, TIME & PLACE OF MEETING: An Annual General Meeting Of The Owners - Strata Plan 62476 was held on Tuesday 31 July 2007 in the Banksia Room of Club Menai and commenced at 7.00pm.

PRESENT: Owners of Lots: 2, 15, 16, 19, 31, 33, 39, 43 U/F, 46, 53, 74, 80, 82, 85, 91 U/F & 95

PROXY: Lot 13 Proxy to Bill Fuller
Lot 18 Proxy to Rebecca Graham
Lot 32 Proxy to Rebecca Graham
Lot 40 Proxy to Rebecca Graham
Lot 71 Proxy to Rebecca Graham
Lot 78 U/F Proxy to Stephen Bills

QUORUM: Declared

IN ATTENDANCE: Rebecca Graham - Clisdells Strata Management

CHAIRPERSON: Rebecca Graham

1. **MINUTES:** RESOLVED that the minutes of the last General Meeting be confirmed.

2. **FINANCIAL STATEMENTS:** RESOLVED that the financial statements for the period ended 31/05/2007 be adopted.

3. **BUDGET & CONTRIBUTIONS:** RESOLVED that the statement of estimated receipts and payments ("Proposed Budget") for the twelve-month period from 01/06/2007 as tabled be adopted.

RESOLVED that the contributions be determined in accordance with section 76 of the Strata Schemes Management Act 1996 for the twelve month period from 01/10/07, as

- a) Administrative Fund - \$111,800.00 Incl. GST
- b) Sinking Fund - \$63,648.00 Incl. GST

RESOLVED that the contributions be set in accordance with the adopted budget and be paid in equal quarterly instalments, due and payable on 01/10/07, 01/01/08, 01/04/08 & 01/07/08 as per section 78 of the Strata Schemes Management Act 1996.

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4. **AUDITOR:** RESOLVED that an Auditor **not** be appointed to audit the accounts of the Owners Corporation.
5. **EXECUTIVE COMMITTEE:** Nominations for the Executive Committee were received and it was determined that the number be set at six.

RESOLVED that those elected were:

- Stephen Bills
- Marilyn Burke
- Bill Fuller
- Peter Clarke
- Colleen Currie
- Ross Barrett

Quarterly Reports to all Executive Committee members.

RESOLVED that Bill Fuller be the representative to liaise with the strata managing agent and be the scheme's contact point.

RESOLVED that Marilyn Burke be the substitute representative to liaise with the strata managing agent and be the scheme's substitute contact point.

RESOLVED that there be no limitation on the decision-making powers of the Executive Committee for the next twelve months.

6. **INSURANCES:** The Building Insurances were reviewed and it was RESOLVED that the Building Damage Policy be renewed on 30/06/2008 as is. Insurance will therefore be as follows:

1.	Building Damage Policy	\$24,150,000.00
2.	Loss of Rent	\$3,622,500.00
3.	Public Liability	\$20,000,000.00
4.	Workers Compensation	As per Act
5.	Voluntary Workers' Per Acct.	\$100,000.00/\$1,000.00
6.	Office Bearers Liability	\$1,000,000.00
7.	Fidelity Guarantee	\$40,000.00
8.	Building Catastrophe	\$3,622,500.00

7. **OH&S SURVEY:** RESOLVED that the Owners Corporation engage the services of a qualified person to conduct an Occupational Health & Safety survey of the Common Property.

8. **HANDRAILS:** Motion lost. To be reconsidered after the Occupational Health & Safety survey has been carried out.

9. **BY-LAW:** SPECIALLY RESOLVED that the Owners – Strata Plan 62476, pursuant to the *Strata Schemes Management Act 1996*, make a by-law on the terms attached.

CLOSE: There being no further business, the meeting closed at 7.45pm

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STRATA SCHEME 62476 SPECIAL BY LAW NO. 26

The Owners – Strata Plan No. 62476 SPECIALLY RESOLVE pursuant to section 47 of the *Strata Schemes Management Act 1996* to make a by-law on the following terms:

PART 1 DEFINITIONS & INTERPRETATION

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

Compliance Costs means the costs incurred by the Owners Corporation to remediate the common property to comply with the Fire Safety Requirements.

Fire Alarm means a fire alarm within a lot.

Fire Safety Inspector means the person, company or contractor engaged to provide the annual fire safety statement or similar requirement to a Government Authority.

Fire Safety Requirements means the fire safety requirements set by a Government Authority for the strata scheme from time to time.

Government Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.

Owners Corporation means the owners corporation created by the registration of strata plan registration no. 62476, 62477, 61464, 62097 & 62098.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 AMENDMENT OF BY-LAW 5

By-law 5 is reproduced below, except for the added underlined amendment to paragraph 4.

By-law 5 is amended by the inclusion of the added underlined amendment to paragraph 4.

"5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

(2) An approval given by the owners corporation under subclause (1) cannot

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RR

authorise any additions to the common property.

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

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner, comply with the Fire Safety Requirements and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot and,

(b) repair any damage caused to any part of the common property by the installation or removal or any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot."

PART 3 FIRE ALARMS

For the sake of clarity, Fire Alarms are lot property and the owner of the respective lot is responsible for the cost of the replacing the batteries and ensuring the Fire Alarm complies with the Fire Safety Requirements.

PART 4 FAILURE TO COMPLY

Without prejudice to any and all other claims the Owners Corporation may have under this by-law, if an owner or occupier fails to comply with this by-law that owner or occupier must indemnify the Owners Corporation:

- (a) if a strata managing agent is appointed at that time, the managing agent's costs of attending to the non-compliance; and
- (b) the Compliance Costs; and
- (c) any additional costs of the Fire Safety Inspector to conduct another inspection, however, such amount is to be apportioned between the non-complying lots which caused the need for a further inspection.

5/5





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

AD528019G

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/SP62476	
(B) LODGED BY	Document Collection Box	Name, Address or DX and Telephone
	1W	Peter Clisdell Pty Ltd DX 25304 Rockdale
	Reference:	
		CODE CB

(C) The Owners-Strata Plan No. 62476 certify that pursuant to a resolution passed on 31 July 2007 and in accordance with the provisions of No. 47 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 26

Amended by-law No. 5

as fully set out below:

Refer to attached Annexure "A" - Motion 9



(F) The common seal of the Owners-Strata Plan No. 62476 was affixed on 23 October 2007 in the presence of—

Signature(s):

Name(s):

GRACE CHALMERS

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"

MINUTES OF THE ANNUAL GENERAL MEETING

THE OWNERS STRATA PLAN NO: 62476

ADDRESS OF SCHEME: 6 Schofield Place, Menai NSW 2234

DATE, TIME & PLACE OF MEETING: An Annual General Meeting Of The Owners - Strata Plan 62476 was held on Tuesday 31 July 2007 in the Banksia Room of Club Menai and commenced at 7.00pm.

PRESENT: Owners of Lots: 2, 15, 16, 19, 31, 33, 39, 43 U/F, 46, 53, 74, 80, 82, 85, 91 U/F & 95

PROXY: Lot 13 Proxy to Bill Fuller
Lot 18 Proxy to Rebecca Graham
Lot 32 Proxy to Rebecca Graham
Lot 40 Proxy to Rebecca Graham
Lot 71 Proxy to Rebecca Graham
Lot 78 U/F Proxy to Stephen Bills

QUORUM: Declared

IN ATTENDANCE: Rebecca Graham - Clisdells Strata Management

CHAIRPERSON: Rebecca Graham

1. **MINUTES:** RESOLVED that the minutes of the last General Meeting be confirmed.

2. **FINANCIAL STATEMENTS:** RESOLVED that the financial statements for the period ended 31/05/2007 be adopted.

3. **BUDGET & CONTRIBUTIONS:** RESOLVED that the statement of estimated receipts and payments ("Proposed Budget") for the twelve-month period from 01/06/2007 as tabled be adopted.

RESOLVED that the contributions be determined in accordance with section 76 of the Strata Schemes Management Act 1996 for the twelve month period from 01/10/07, as

- a) Administrative Fund - \$111,800.00 Incl. GST
- b) Sinking Fund - \$63,648.00 Incl. GST

RESOLVED that the contributions be set in accordance with the adopted budget and be paid in equal quarterly instalments, due and payable on 01/10/07, 01/01/08, 01/04/08 & 01/07/08 as per section 78 of the Strata Schemes Management Act 1996.

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4. **AUDITOR:** RESOLVED that an Auditor **not** be appointed to audit the accounts of the Owners Corporation.
5. **EXECUTIVE COMMITTEE:** Nominations for the Executive Committee were received and it was determined that the number be set at six.

RESOLVED that those elected were:

- Stephen Bills
- Marilyn Burke
- Bill Fuller
- Peter Clarke
- Colleen Currie
- Ross Barrett

Quarterly Reports to all Executive Committee members.

RESOLVED that Bill Fuller be the representative to liaise with the strata managing agent and be the scheme's contact point.

RESOLVED that Marilyn Burke be the substitute representative to liaise with the strata managing agent and be the scheme's substitute contact point.

RESOLVED that there be no limitation on the decision-making powers of the Executive Committee for the next twelve months.

6. **INSURANCES:** The Building Insurances were reviewed and it was RESOLVED that the Building Damage Policy be renewed on 30/06/2008 as is. Insurance will therefore be as follows:

1.	Building Damage Policy	\$24,150,000.00
2.	Loss of Rent	\$3,622,500.00
3.	Public Liability	\$20,000,000.00
4.	Workers Compensation	As per Act
5.	Voluntary Workers' Per Acct.	\$100,000.00/\$1,000.00
6.	Office Bearers Liability	\$1,000,000.00
7.	Fidelity Guarantee	\$40,000.00
8.	Building Catastrophe	\$3,622,500.00

7. **OH&S SURVEY:** RESOLVED that the Owners Corporation engage the services of a qualified person to conduct an Occupational Health & Safety survey of the Common Property.

8. **HANDRAILS:** Motion lost. To be reconsidered after the Occupational Health & Safety survey has been carried out.

9. **BY-LAW:** SPECIALLY RESOLVED that the Owners – Strata Plan 62476, pursuant to the *Strata Schemes Management Act 1996*, make a by-law on the terms attached.

CLOSE: There being no further business, the meeting closed at 7.45pm

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STRATA SCHEME 62476 SPECIAL BY LAW NO. 26

The Owners – Strata Plan No. 62476 SPECIALLY RESOLVE pursuant to section 47 of the *Strata Schemes Management Act 1996* to make a by-law on the following terms:

PART 1 DEFINITIONS & INTERPRETATION

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

Compliance Costs means the costs incurred by the Owners Corporation to remediate the common property to comply with the Fire Safety Requirements.

Fire Alarm means a fire alarm within a lot.

Fire Safety Inspector means the person, company or contractor engaged to provide the annual fire safety statement or similar requirement to a Government Authority.

Fire Safety Requirements means the fire safety requirements set by a Government Authority for the strata scheme from time to time.

Government Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.

Owners Corporation means the owners corporation created by the registration of strata plan registration no. 62476, 62477, 61464, 62097 & 62098.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 AMENDMENT OF BY-LAW 5

By-law 5 is reproduced below, except for the added underlined amendment to paragraph 4.

By-law 5 is amended by the inclusion of the added underlined amendment to paragraph 4.

"5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

(2) An approval given by the owners corporation under subclause (1) cannot

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authorise any additions to the common property.

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

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner, comply with the Fire Safety Requirements and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot and,

(b) repair any damage caused to any part of the common property by the installation or removal or any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot."

PART 3 FIRE ALARMS

For the sake of clarity, Fire Alarms are lot property and the owner of the respective lot is responsible for the cost of the replacing the batteries and ensuring the Fire Alarm complies with the Fire Safety Requirements.

PART 4 FAILURE TO COMPLY

Without prejudice to any and all other claims the Owners Corporation may have under this by-law, if an owner or occupier fails to comply with this by-law that owner or occupier must indemnify the Owners Corporation:

- (a) if a strata managing agent is appointed at that time, the managing agent's costs of attending to the non-compliance; and
- (b) the Compliance Costs; and
- (c) any additional costs of the Fire Safety Inspector to conduct another inspection, however, such amount is to be apportioned between the non-complying lots which caused the need for a further inspection.

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

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



AG470067N

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/SP62476	
(B) LODGED BY	Document Collection Box	Name, Address or DX and Telephone
	1W	PETER CLISDELL PTY LTD DX 25304 ROCKDALE PH: 02 95565222
	Reference:	
		CODE CB

(C) The Owners-Strata Plan No. 62476 certify that pursuant to a resolution passed on 22 June 2011 and in accordance with the provisions of No. 47 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 1 & 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO ATTACHED ANNEXURE "A" and "B"

The common seal of the Owners - Strata Plan No. 62476 was affixed on 23/08/2011 in the presence of Peter Clisdell Pty Limited ACN 000 133 899 being the person authorised by Section 238 of the Strata Schemes Management Act 1996.

Peter Clisdell Pty Limited ACN 000 133 899 by its Attorney Grace Chalmers pursuant to registered Power of Attorney book 4569 No. 683



(F) The common seal of the Owners-Strata Plan No. 62476 was affixed on 23 August 2011 in the presence of—

Signature(s): [Signature]

Name(s): Grace Chalmers

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"

Special By-Law No.1 – Parking on Common Property

STRATA PLAN 62476

1. Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) You must comply with this by-law.
- (c) If you do not comply with this by-law the owners corporation may take action against you including applying for a monetary penalty to be imposed on you.
- (d) For the purposes of this by-law, any reference to the common property includes visitor parking spaces.

2. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle or trailer, boat or other motorised form of conveyance (**Vehicle**) on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Occupiers to be Permitted by Owners Without Approval

An owner of a lot must:

- (a) not allow any occupiers of the lot, including the owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any occupiers of the lot, including the owner's lessees or tenants, do not park, place or stand any Vehicle on the common property,

except with the prior written approval of the owners corporation.

4. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property,

except in a visitor parking space.

5. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park, stand or place a Vehicle on the common property.

6. Car Register

- (a) Every owner or occupier at the strata scheme must provide to the owners corporation, within 28 days of the date of registration of this by-law, the number plate (if applicable), make and model of each Vehicle used by any owners and occupiers at the relevant lot (**Vehicle Information**).
- (b) If any owner or occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the owners corporation may send a notice (**Information Notice**) to that owner or occupier requiring that the Vehicle Information be provided within a further 14 days.

- (c) The owners corporation may recover as a debt from the owner the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the executive committee being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the Information Notice.
- (d) If any owner or occupier does not supply the Vehicle Information within that further period of 14 days, then the owners corporation may take action and recover costs in accordance with clause 8 of this by-law.

7. Breach of By-Law - No Parking Notices

- (a) In the event that an owner or occupier of a lot breaches any of clauses 2-5 this by-law, the owners corporation may:
 - (i) place a notice on the offending Vehicle (**Parking Notice**) requesting the removal of the offending Vehicle, advising of the terms of this by-law and the consequences of the breach,
 - (ii) issue more than one Parking Notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
 - (iii) recover as a debt from the owner or occupier in breach of this by-law:
 - (A) the sum of \$165.00 (including GST) or such other amount as may be determined from time to time by the executive committee (**Administrative Cost**) being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the Parking Notice, and
 - (B) the expenses incurred by the owners corporation recovering the Administrative Cost including legal costs and disbursements on an indemnity basis.
- (b) For the avoidance of doubt, if the owners corporation issues more than one Parking Notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of Parking Notices it issues.

8. Breach of By-Law – Recovery of Expenses

- (a) In the event that an owner or occupier of a lot breaches this by-law, the owners corporation may:
 - (i) rectify the breach, and/or
 - (ii) to the extent permitted by law, recover from the owner or occupier as a debt:
 - (A) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying, restraining or preventing, or attempting to rectify, restrain or prevent, the breach (**Breach Expenses**) such as strata managing agent's (and, to the extent permitted by law, legal) costs to:
 - (1) issue a notice to comply with a by-law,
 - (2) prepare an application for and attend mediation,
 - (3) prepare an application for an order by a strata schemes adjudicator,
 - (4) prepare submissions in respect of any application for an order by a strata schemes adjudicator lodged on behalf of the owners corporation,
 - (5) prepare an application to and appear at the Consumer, Trader and Tenancy Tribunal, and

- (B) the expenses incurred by the owners corporation recovering any or all of the Breach Expenses and the costs of and related to the Parking Notice and Information Notice, including legal costs and disbursements on an indemnity basis.
- (b) Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.
- (c) In addition to any other rights of the owners corporation under this by-law, the owners corporation may charge interest (in accordance with section 79 of the *Strata Schemes Management Act 1996*) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

ANNEXURE "B"

STRATA PLAN 62476

The Owners Corporation specially resolved pursuant to Section 47 of the Strata Schemes Management Act 1996 to make a new by-law as follows:

Special By-Law 2 : Service of documents on owner of lot by Owners Corporation.

A document may be served on the owner of a lot by electronic means if the person has given the owner's corporation an email address for the service of notices and the documents are sent to that address.



Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

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



AI949786L

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/SP62476	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any PETER CLISDELL PTY LTD 02)9556 5222 DX 25304 ROCKDALE Reference: 62476
	CODE CB	

(C) The Owners-Strata Plan No. 62476 certify that pursuant to a resolution passed on 29 July 2014 and
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. 23
as fully set out below:

1. Pursuant to Section 62(3) of the Act, the Owners Corporation had resolved that it is inappropriate to maintain, renew, repair or replace the garage door/s including any ancillary equipment which may form part of the garage door but not limited to automatic door closers or locks, which form part of the individual Lots in the Strata Scheme and has resolved that such garage doors are from this time forward vested in the owner of the Lot.

2. An owner or occupier of a Lot must maintain and keep in good state and serviceable repair and appearance the garage door/s, including and ancillary equipment which may form part of the garage door but not limited to automatic door closers or locks, forming part of the Lot.

3. Subject to sub clause 2, if required, the owner or occupier of a Lot must replace such garage door/s or ancillary equipment with another in keeping with the appearance of the rest of the building.



(F) The common seal of the Owners-Strata Plan No. 62476 was affixed on 03 October 2014 in the presence of—

Signature(s): 

Name(s): Lucio Leiker

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



Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

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

Certificate no:	ePC:20/0198	Delivery option:	
Certificate date:	17/01/2020	Your reference:	25685

Property:

Lot 96 S/P 62098
20D/6 Schofield Place MENAI NSW 2234

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015
- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Miscellaneous Consent Provisions) 2007
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estates
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage

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

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

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

Draft SSLEP2015 Landscaped Area - Existing Non-Compliances applies to the land. The amendment proposes to introduce flexibility into the landscaped area provisions of the Plan to allow consent to be granted despite an existing non-compliant landscaped area for specific types of development.

Draft SSLEP2015 Minor Amendment - Clauses Zoning and Development Standards 2018 applies to the land. The amendment proposes to make minor changes to the drafting of Clauses 4.1A and 4.1B which will affect certain types of subdivision in zones E3 Environmental Management, E4 Environmental Living, R2 Low Density Residential, R3 Medium Density Residential and R4 High

Density Residential.

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

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

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

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

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

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

- (d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

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

3. Complying Development

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

Housing Code

Complying development may not be carried out under this Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(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 not be carried out on the land under the Commercial and Industrial (New Buildings and Alterations) Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(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 not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

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

Low Rise Medium Density Housing Code

Complying development may not be carried out under the Low Rise Medium Density Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: All land in the Sutherland Shire is deferred from this code until the 1st of July 2020.)

Green Field Housing Code

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive 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 not be carried out under this Code. The land is affected by specific land exemptions.
The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(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.

The land has been identified as potentially flood prone based on Council's initial assessment of major flooding. Council has by resolution (PLN01009) adopted a policy to restrict the development of flood prone land in accordance with NSW State Government Flood Prone Land Policy. Further investigation will be required and possibly a flood study, to determine the level of flood risk on this land. Draft Sutherland Shire Development Control Plan 2015 contains flood risk management controls.

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

The land has been identified as potentially flood prone based on Council's initial assessment of major flooding. Council has by resolution (PLN01009) adopted a policy to restrict the development of flood prone land in accordance with NSW State Government Flood Prone Land Policy. Further investigation will be required and possibly a flood study, to determine the level of flood risk on this land. Draft Sutherland Shire Development Control Plan 2015 contains flood risk management controls.

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

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

[illegible]

