

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents PO Box 379, MIRANDA NSW 1490	Phone: 02 9525 4666 Fax: 02 9525 4699 Ref: Ben Pike
co-agent		
vendor	Joel Antony Adelstein and Cecilia Alexandra Waters 10/59 Bligh Street, Kirrawee, NSW 2232	
vendor's solicitor	Caputo Lawyers Office 3, 728 Darling Street, Rozelle NSW 2039 PO Box 185, Rozelle NSW 2039	Phone: 9555 1350 Fax: 1300 210 710 Ref: KRN:BC:19/0246 E:karunn@caputolawyers.com.au
date for completion land (address, plan details and title reference)	120th day after the contract date 10/59 Bligh Street, Kirrawee, New South Wales 2232 Registered Plan: Lot 10 Plan SP 79413 Folio Identifier 10/SP79413	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: Townhouse	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ducted heating/cooling, alarm system, dryer, microwave, dog door and ducted vacuum.
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* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

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 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 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 checked="" type="checkbox"/> 21 form of requisitions	<input 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

V.J. Ray

PO Box 369, campsie NSW 2194

Phone: 9541 3308/1300 073 405

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

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

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the property is subject to a tenancy on completion –
- 24.4.1 the vendor must allow 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 a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| ECNL | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

10/59 BLIGH ST KIRRAWEE NSW 2232

ATTACHMENT A - ADDITIONAL CONDITIONS

VENDOR
PURCHASER
PROPERTY

Joel Antony Adelstein and Cecilia Alexandra Waters
10/59 Bligh Street, Kirrawee

32. INTERPRETATION

32.1 In addition to the definitions included in clause 1 of the Standard Contract the following words used in the Additional Conditions are defined as follows:

- (a) **Additional Conditions** means the additional conditions, which are contained in Attachment A to this contract.
- (b) **Claims** means any actions, claims, losses, costs and charges (including legal costs on a full indemnity basis or *solicitor* and own client basis whichever is the higher), judgments, orders, damages and expenses.
- (c) **Contract Date** means the date of this contract as shown on the front page of the Standard Contract.
- (d) **Council** means Sutherland shire Council.
- (e) **Date of Completion** means the date for completion shown on the front page of the Standard Contract.
- (f) **Price** means the purchase price shown on the front page of the Standard Contract.
- (g) **Standard Contract** means the standard form of contract for the sale of land 2018 edition prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales.

32.2 If there is more than one person named as purchaser then each person is bound severally and jointly with every other person.

32.3 Words and phrases:

- (a) used in the Standard Contract; or
- (b) appearing in *italics* in the Standard Contract,

have the same meaning when used in these Additional Conditions unless inconsistent with defined terms in this clause 32.

32.4 Reference to any *legislation* includes all regulations under and amendments to that *legislation* whether by subsequent *legislation* or in some other manner and *legislation* passed in substitution of this *legislation* referred to or incorporating any of its provisions.

32.5 If there is any inconsistency between the Standard Contract and the Additional Conditions, the Additional Conditions prevail to the extent of the inconsistency.

33. AMENDMENTS TO STANDARD CONTRACT

33.1 Clause 5.1 is deleted.

33.2 Clause 7.1.1 is deleted.

33.3 Clause 7.2.1 delete 10% and insert 1%.

33.4 Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clauses 7 and 8 hereto entitling the vendor to rescind this contract.

33.5 Clauses 10.1.8 and 10.1.9 the word "substance" is deleted and replaced by "existence".

- 33.6 Clause 11.2 is amended by adding after the word "terminated" the words "other than as a result of default by the purchaser".
- 33.7 Clause 14.4.2 is deleted.
- 33.8 Clause 16.5, the words "plus another 20% of that fee" are deleted.
- 33.9 Clause 18.8 is added, which reads "On taking possession of the *property*, the purchaser accepts the condition of the *property* and irrevocably waives the right to make any claim in relation to the *property*."
- 33.10 Clause 22 is amended by inserting the following as sub-clause 22(b):
- "The purchaser acknowledges that the vendor is relying on the purchaser's promise contained in clause 22. If the promise is untrue in any respect the purchaser must indemnify the vendor against all loss or damage including any consequential loss which the vendor may suffer as a consequence of the vendor having relied on the purchaser's promise when entering into this contract."
- 33.11 Clause 23.9.1 is deleted.
- 33.12 Clause 23.14 is deleted.
- 33.13 Clause 25 is deleted.

34. WHOLE CONTRACT

The parties agree that:

- (a) this contract sets out all of the terms and conditions of the sale; and
- (b) any promise, condition, representation, or warranty made by the vendor or any person on behalf of the vendor relating to or leading up to the sale which is not set out or expressly referred to in this contract is expressly negated and withdrawn.

35. CONDITION OF PROPERTY

- 35.1 The purchaser acknowledges and agrees that it has purchased the *property* relying on its own inspection and knowledge of:

- (a) the *property*;
- (b) the improvements on the *property*;
- (c) the state of condition and repair of the *property* and the improvements;
- (d) the need for maintenance and repair, including those of a structural or capital nature of the *property* and the improvements on the *property*;
- (e) any proposed improvements, works, refurbishments and development applications for the *property*;
- (f) the suitability of the *property* for use by the purchaser and the potential for future use or development of the *property*;
- (g) the value of the *property*; and
- (h) the present and future economic viability of the *property*.

- 35.2 The purchaser must:

- (a) accept the *property* and the improvements in their present state of condition and repair as at the contract date; and
- (b) not make any *requisition*, claim, delay completion or purport to *terminate* or *rescind* this contract because of the condition or state of repair of the *property* or the improvements as at the contract date.

36. COMPLETION

- 36.1 Subject to clause 36.2, completion must take place on the Date of Completion.

36.2 If completion occurs after the Date of Completion and the vendor is not in default of its obligations under this contract and is ready and willing to complete, it is an essential condition of this contract that the purchaser must pay to the vendor on completion:

- (a) interest calculated on the unpaid balance of the Price at the rate of 8% per annum on a daily basis from the Date of Completion up to and including the date on which this contract is actually completed; and
- (b) the sum of \$330.00 to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of the additional expenses incurred by the vendor.

36.3 If this contract is not completed on or before the Date of Completion, the *party* not in default may *serve* a notice making time of the essence in respect of completion both at law and in equity, requiring the other *party* to complete this contract on a date that is 14 or more days after service of the notice.

36.4 A *party* that *serves* a notice pursuant to clause 36.3 may at any time withdraw their notice, and may *serve* any further notice.

37. AGENT

The purchaser warrants to the vendor that it has not been introduced to the property or the vendor directly or indirectly by any agent, other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any claim made by any other agent, person, firm or company for commission as a result of the purchaser's breach of this warranty. The provisions of this clause 37 do not merge on completion.

38. GUARANTEE

38.1 If a company is the purchaser, the officers or persons whose signatures appear on the contract as signing on behalf of the company or in whose presence its seal is affixed jointly and severally guarantee all the obligations of the purchaser under this contract and jointly and severally indemnify the vendor in respect of any default by the purchaser.

38.2 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and purchaser.

39. REQUISITIONS

The purchaser agrees that the only form of requisitions on title the purchaser shall be entitled to serve pursuant to clause 5 of the contract, are those in the form of the Requisitions on Title annexed to this contract.

40. EARLY POSSESSION

If the purchaser makes a request for early access to or possession of the *property*, the purchaser will pay to the vendor the sum of \$220.00 on Completion on account of the vendor's additional legal costs in considering the purchaser's request, and this will be payable regardless of whether the request is agreed to or not. This is an essential term of this contract.

41. ELECTRONIC CONVEYANCING TRANSACTION

41.1 Despite any other provision of this contract, if the purchaser is unable or unwilling to conduct this transaction as an electronic transaction, the purchaser will pay to the vendor an amount of \$330 as re-imbursement of the vendor's additional conveyancing expenses for arranging a paper settlement.

41.2 This clause is an essential term of this contract.

42. SEWERAGE SERVICE DIAGRAM AND DRAINAGE DIAGRAMS

42.1 Annexed to this contract is the Sewerage Service Diagram and Drainage Diagram issued by the water authority.

42.2 The purchaser acknowledges that the Sewerage Service Diagram and Drainage Diagram are third party documents and the vendor does not, and cannot warrant the accuracy or currency of the Sewerage Service Diagram and Drainage Diagram.

- 42.3 The purchaser must not make any Claim, *requisition*, delay completion or purport to *rescind* or *terminate* this contract in respect of any matter disclosed or referred to in the Sewerage Service Diagram and Drainage Diagram or this additional condition 42.

43. RELEASE OF DEPOSIT

The purchaser agrees to release to the vendor the deposit paid or such part as the vendor requires for the purpose of a deposit on the purchase of another property and/or stamp duty. The purchaser hereby authorises and directs the *depositholder* to release the deposit to the vendor on receipt of a direction from the vendor's solicitor.

CONDITIONS OF SALE 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 the property, *Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller 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 seller.
 - (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 seller.
 - (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.
- (2) The following conditions, in addition to those prescribed by subclause (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 in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2), 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.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (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 the 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.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Joel Antony Adelstein and Cecilia Alexandra Waters
Purchaser:
Property: 10/59 Bligh Street, Kirrawee

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
19. **Affectations, notices and claims**
 In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?
20. **Owners corporation management**
 Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?
24. **Capacity**
 If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
25. **Requisitions and transfer**
 If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/SP79413

SEARCH DATE	TIME	EDITION NO	DATE
26/8/2019	4:11 PM	4	24/11/2017

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

LAND

LOT 10 IN STRATA PLAN 79413
AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

JOEL ANTONY ADELSTEIN
CECILIA ALEXANDRA WATERS
AS JOINT TENANTS (T AM916350)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79413
- 2 AM916351 MORTGAGE TO CREDIT UNION AUSTRALIA LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19/0246

PRINTED ON 26/8/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the Information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the Information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79413

SEARCH DATE	TIME	EDITION NO	DATE
26/8/2019	4:12 PM	3	30/11/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79413
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1121176

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79413
ADDRESS FOR SERVICE OF DOCUMENTS:
V J RAY PTY LIMITED,
P O BOX 369,
CAMPSIE NSW 2194

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP228631 RIGHT OF CARRIAGEWAY 4.57 WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 K766773 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 4 DP1112310 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 5 DP1112310 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP1112310 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1112310 EASEMENT FOR DRAINAGE 3.5 & 8.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 8 DP1112310 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S. 88B INSTRUMENT
- 9 DP1112310 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE
S. 88B INSTRUMENT
- 10 DP1112310 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S. 88B INSTRUMENT
- 11 DP1112310 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S. 88B INSTRUMENT
- 12 DP1112310 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79413

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

S. 88B INSTRUMENT
13 SP79413 POSITIVE COVENANT
14 DP1121176 THIS SCHEME IS NOW COMPRISED WITHIN LOT 103 IN
DP1121176
15 AN893253 CONSOLIDATION OF REGISTERED BY-LAWS
16 AN893253 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 4400)

STRATA PLAN 79413

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 400	2	- 400	3	- 300	4	- 300
5	- 300	6	- 300	7	- 300	8	- 300
9	- 400	10	- 400	11	- 300	12	- 300
13	- 400						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19/0246

PRINTED ON 26/8/2019

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SP79413

Registered: 4-9-2007

Purpose: **STRETCH PLANNING**

Ref Map: U0030-82, 91

Last Plan: D.P. 1112310

PLAN OF STRATA SUBDIVISION OF
LOT 101 IN D.P. 1112310

L.G.A. : SUTHERLAND SHIRE Suburb/Locality : **KIRRAWEE**

Parish : SUTHERLAND County : **CUMBERLAND**

Name of, and address for service of notices on, the owners corporation.
THE OWNERS OF STRATA PLAN No. 79413
59 BLUSH STREET
KIRRAWEE NSW 2232

FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(2) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE :-

1. POSITIVE COVENANT

Executed by KIRRAWEE PT LTD
(ACN 103 083 716) As by the Authorised
persons whose signatures appear below, pursuant
to the Authority specified in s. 127 of the
Conveyancing Act 2001

Scott R Minnells
Secretary

Roy M Phelan-Wheeler
Director

Certified correct for the purposes of the Real Property Act 1936 by the Registrar General of the State of New South Wales as attorney for Western Banking Corporation under power of attorney Book 4289 No. 532

The Three Attorneys

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

I certify that the attorney for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: **WILLIAM WILSON**

Address of witness: **Level 25, 275 Kent St Sydney NSW 2000**

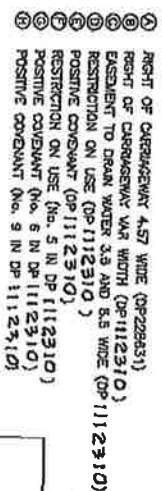
Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 5 Sheets

SP79413

OFFICE USE ONLY



LOCATION PLAN

(X) COVENANT - K 766773

Reduction Ratio 1: 700

Lengths are in metres

SURVIVORS REFERENCE 6401/5110-07

Revised Survey

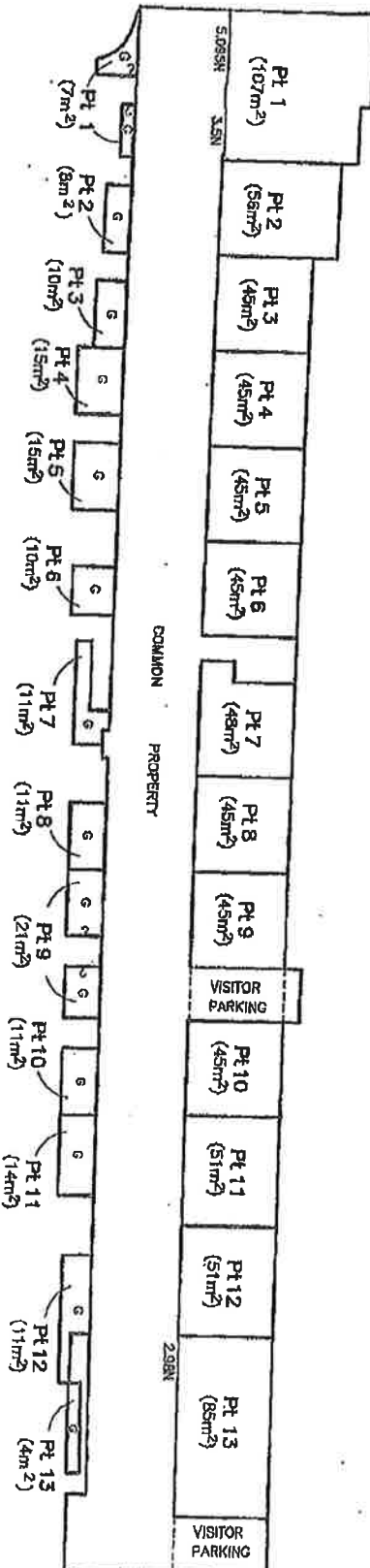
Aufstellung: Dörner/Finckh-Haasger/Auerstedt © 1990

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 5 Sheets

SP79413



BASEMENT

AREAS ARE APPROXIMATE

G DENOTES GARDEN

N DENOTES PROLONGATION OF NORTHERN FACE OF WALL

THE STRATA OF THE GARDENS EXTEND BETWEEN 3 BELOW AND 6 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING DWELLING EXCEPT WHERE SHOWN OR COVERED

Reduction Ratio 1: 500

Lengths are in metres

SURVEYORS REFERENCE 6401/5110-07

Registered Surveyor

Professional Surveyor

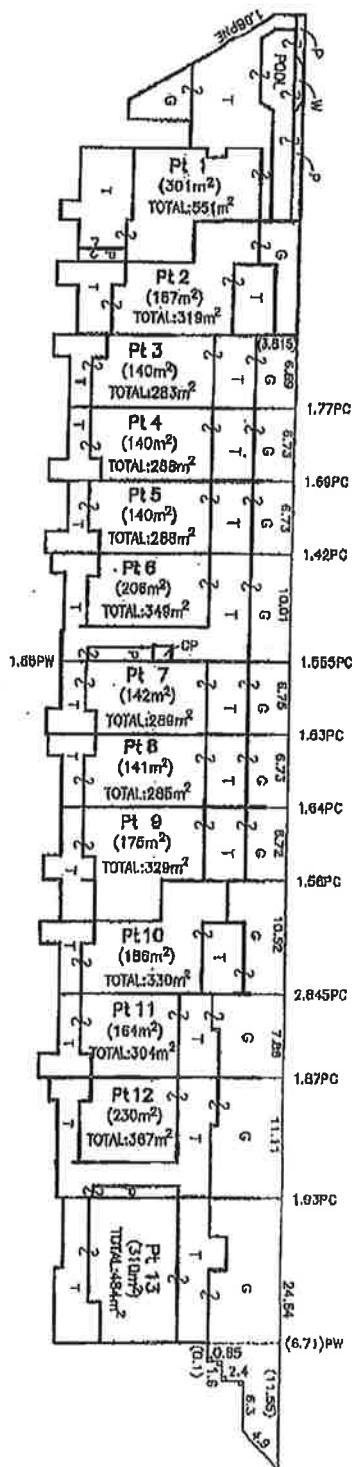
OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 5 Sheets

SP79413



GROUND FLOOR

AREAS ARE APPROXIMATE

L DENOTES RIGHT ANGLE
 CP DENOTES COMMON PROPERTY
 G DENOTES GARAGE
 P DENOTES PLANTER
 T DENOTES TERRACE
 W DENOTES WATER FEATURE
 PC DENOTES PROLONGATION OF CENTRE OF WALL
 PW DENOTES PROLONGATION OF NORTH-EASTERN FACE OF WALL
 PY DENOTES PROLONGATION OF WESTERN FACE OF WALL

THE STRATA OF THE GARAGES EXTEND BETWEEN 3 BELOW AND 6 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING DWELLING EXCEPT WHERE SUPPORTED OR COVERED. THE STRATA OF THE PLANTERS, POOL, TERRACES AND WATER FEATURE EXTEND TO 6 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING DWELLING EXCEPT WHERE COVERED. ALL COMPONENTS COMPRISING THE POOL, AND WATER FEATURE INCLUDING BUT NOT LIMITED TO THE STRUCTURES, POOL, FENCING, PUMPS, FILTERS AND ASSOCIATED PLUMBING AND ELECTRICAL EQUIPMENT FORM PART OF LOT 1.

ALL FENCING, WALLS, RETAINING WALLS ON AND ADJACENT TO THE BOUNDARIES OF THE LOTS AND THE PARCEL ARE COMMON PROPERTY. THE STRUCTURES OF ALL TERRACES, PORTS, STEPS WITHIN THE LOTS ARE COMMON PROPERTY.

Reduction Ratio 1: 400

Lengths are in metres

SURVEYORS REFERENCE 6401/5110-07

Topland Survey

Professional Surveyor/Engineer/Architect Certificate

OFFICE USE ONLY

FORM 2

WARNING: OPENING OR FOLDING WILL LEAD TO REJECTION

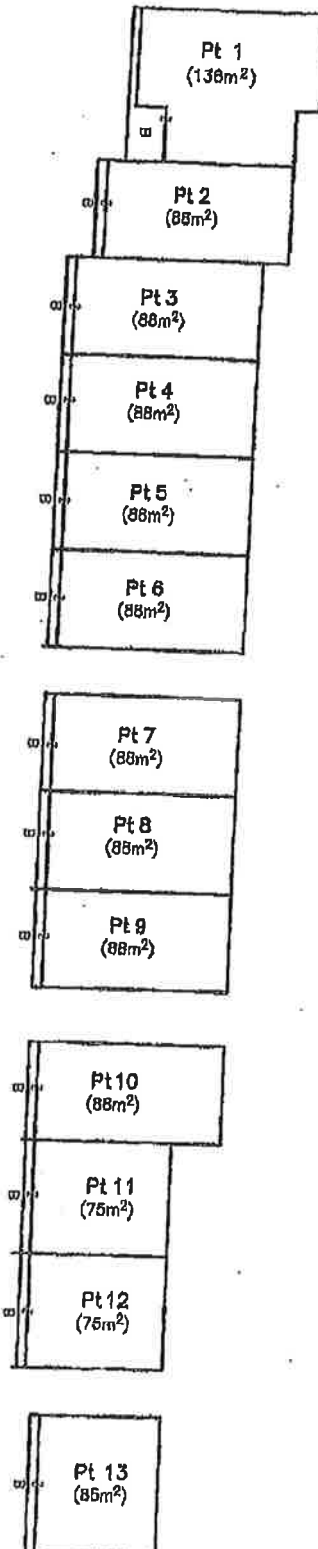
Sheet No. 5 of 5 Sheets

SP79413



FIRST FLOOR

AREAS ARE APPROXIMATE
 B DENOTES BALCONY
 T DENOTES TERRACE
 THE STRATA OF THE BALCONIES AND TERRACE EXTEND TO 3 ABOVE
 THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS UNLESS COVERED.



Reduction Ratio 1: 300

Lengths are in metres

SURVEYORS REFERENCE B401/5110-07

Registered Surveyor

Authorised Surveying Engineer/Registered Engineer

OFFICE USE ONLY

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

Lengths are in metres

(Sheet 1 of 3 Sheets)

Plan : **SP79413**

Strata Subdivision of Lot 101 in
DP...1112219... Covered by Strata
Certificate No. 11430 dated 06/08/2007

Full name and address of the
proprietor of the land :

Kirralands Pty Ltd
C/- 1st Floor, Suite 5
350 Port Hacking Road
Caringbah NSW 2229

Part 1

Number of Item Shown in the Intention panel On the plan	Identity of easement created and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1.	Positive Covenant	Common Property	Council of Sutherland Shire

Part 2

1. TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE PLAN

1. The Owners Corporation hereby burdened with respect to the detention facility as approved by Drawing No. C4 Revision B dated 27/04/05 and Drawing No. C6 dated 9/02/05 (Council's File Ref: CUA 16211) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

- (a) Permit stormwater to be temporarily detained in the detention facility.
- (b) Keep the detention facility clean and free from silt, rubbish and debris.
- (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.

Approved by Sutherland Shire Council


Authorised Person

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

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan : **SP79413**

Strata Subdivision of Lot 101 in
DP..... Covered by Strata
Certificate No. 11430 dated 06/08/2007

Part 2 (Cont'd)

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

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:
THE COUNCIL OF SUTHERLAND SHIRE**

Approved by Sutherland Shire Council


Authorised Person

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

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan : **SP79413**

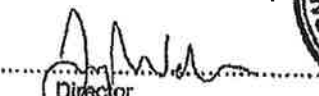
Strata Subdivision of Lot 101 in

DP..... Covered by Strata

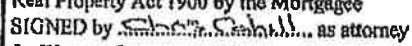
Certificate No. 11430 dated 06/08/2007


The Common Seal of
Kiralands Pty Ltd
(ACN
was hereunto affixed by
authority of the Directors
in the presence of :



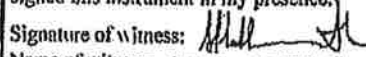

Director
Troy Pascoe-Webber


Secretary
SCOTT MATTHEWS

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
SIGNED by  as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332


(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

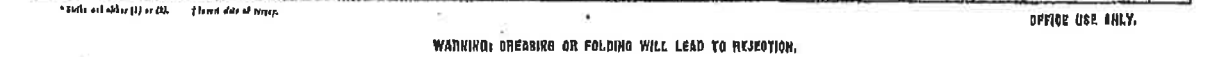
I certify that the attorney for the Mortgagee
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: 
Name of witness: Namaya Holosworth
Address of witness: Level 29, 275 Kent St
Sydney NSW 2000

Approved by Sutherland Shire Council


Authorized Person

REGISTERED  MC 4.9.2007.



SUBOTAS ANSWERS 377

DEFIDR USE ONLY.

WARNING: BREAKING OR FOLDING WILL LEAD TO REJECTION.

1954-55

22 3/4
22 1/2
25 1/2
31 1/2

create drainage reserves, easements, or restrictions as to user.

(E) DP228631

DP2

Registered: 17/66
 C.A.:
 Title System: Tol
 Purpose: Suf
 Ref. Map: Suf
 Last Plan D.P.

PLAN OF
 subdivide
 of Lot 35
 D.P. 21754

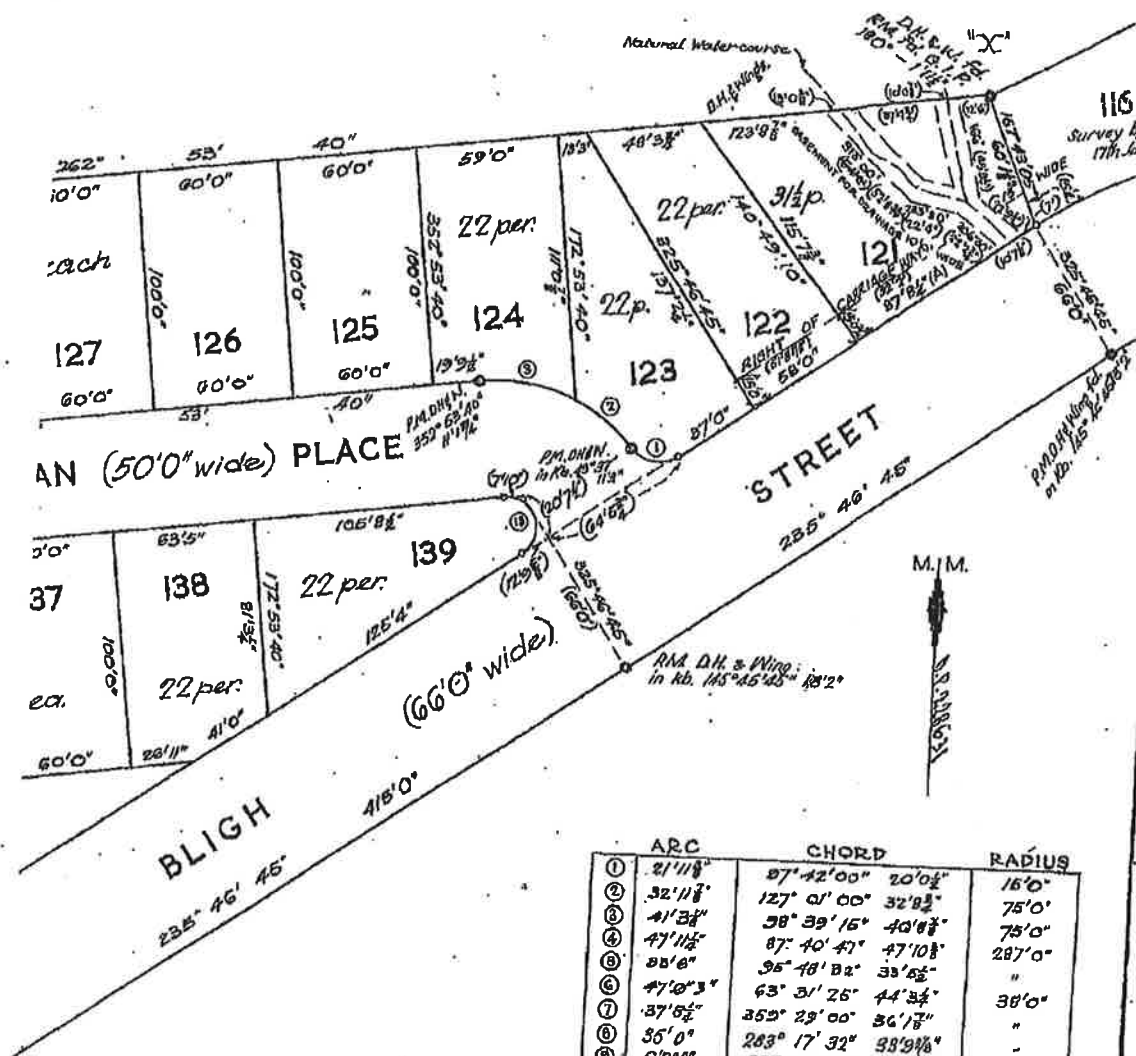
Series 50 F1

Mun/Shiro
 City: SUTH
 Locality: KIR
 Parish: SUTH
 County: CLMB

I, Gordon, Atk
 of G.C. Bird, 2
 of Street, Syd
 a survey registered under the S
 Act, hereby certify that the sur
 is accurate and has been made
 in accordance with the provisions
 of the Regulations, 1964, and was compl
 Signature: G. A.
 Surveyor registered under Survey
 Act of New South Wales.

Statements of intention to
 or public reserves or eas
 easements, or restrict
 (Signatures and Seals to app

Pursuant to Se
 of the Conveya
 1919-1964, it is
 to create
 1. Easements re
 10
 2. Right of Carria
 and as set out in
 Instrument sign
 It is intend
 dedicate Blig
 and Meehar,
 as public re
 It is intended
 the pathway i
 the Public.
 * Instrument fil



	ARC	CHORD	RADIUS
①	21' 11 1/8"	27' 42' 00"	20' 0 1/2"
②	32' 11 3/8"	127' 01' 00"	32' 8 3/8"
③	41' 3 3/8"	58' 39' 15"	40' 8 3/8"
④	47' 11 1/8"	87' 40' 47"	47' 10 3/8"
⑤	55' 6"	95' 48' 32"	33' 6 1/2"
⑥	47' 10' 3"	63' 31' 25"	44' 3 3/4"
⑦	37' 5 1/2"	352' 29' 00"	36' 1 3/8"
⑧	36' 0"	283' 17' 32"	38' 9 3/8"
⑨	6' 39 3/8"	251' 46' 10"	6' 9 3/8"
⑩	28' 3 1/2"	249' 27' 39"	28' 3 1/2"
⑪	44' 1 1/8"	256' 41' 18"	44' 0 1/8"
⑫	9' 0 3/8"	261' 59' 35"	9' 0 1/8"
⑬	34' 1 1/8"	159' 20' 12"	24' 10 1/8"
			12' 9 5/8"

Set in k.b.
 8' 2"

NO, Plan Drawing only to appear in this space,

SURVEYORS REFERENCE 37

Plan Form 3.—To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions.

DP 228631

Survey by Mr. Surveyor Rich.

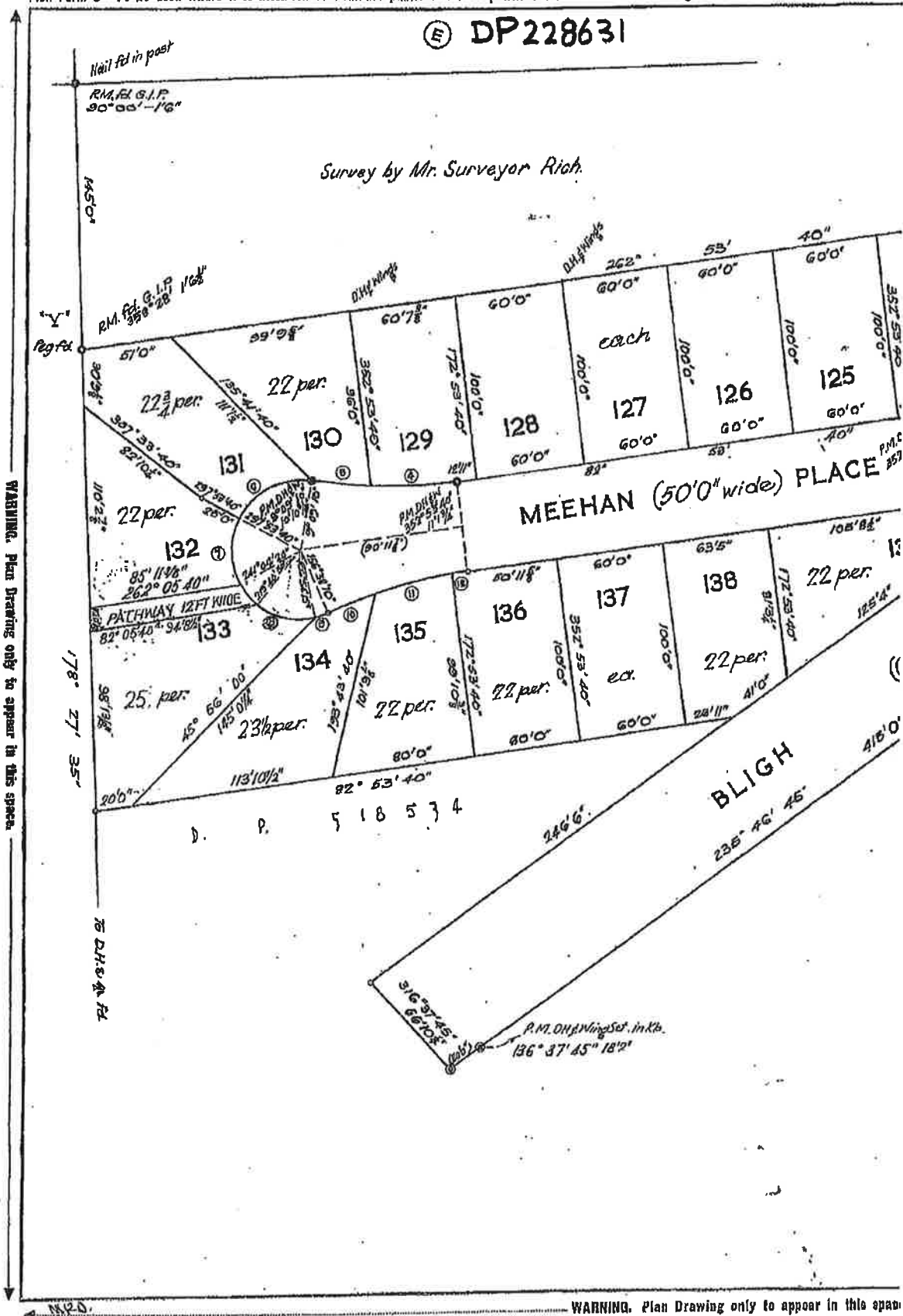
STAYING. Place Drawing only to appear in this space

MEEHAN (50'0" wide) PLACE

BLIGH

D. P. 5 18 53 4

WARNING. Plan Drawing only to appear in this space.





No. 07 AUG 11 PM 4:11
K 766773
New South Wales



R.P. 134
Fees:—
Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

HUNTER CASTLE PROPERTY DEVELOPMENT PTY. LIMITED

This form may be used where
any restrictive covenants are
imposed or easements created
or where the simple transfer
form is unsuitable.

(Transfers must not be effected in
this transfer.)

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

All blanks should be ruled up
before signing.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject,
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

Four thousand five hundred dollars
(\$4,500.00) (the receipt whereof is hereby acknowledged) paid to it by

JOHN MAXWELL MONTAGUE and JANETTE MARGARET MONTAGUE

do hereby transfer to

Show in BLOCK LETTERS
the full name, postal address
and description of the person
taking, and if more than one,
whether they hold as joint
tenants or tenants in common.

JOHN MAXWELL MONTAGUE of 88 River Street, Earlwood, N.S.W.
and JANETTE MARGARET MONTAGUE of the same address,
his wife, as joint tenants
(herein called transferees)

The description may refer to
the defined residue of the land
in a certificate or grant (e.g.
"And being residue after
transfer number 123 or may
refer to parcels shown in
Town or Parish Maps issued
by the Department of Lands
or shown in plans filed in the
Office of the Registrar General
(e.g. "and being Lot
Section D.P. 7).

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	RUTHERLAND	PART	9751	185	Being Lot 121 in plan of subdivision lodged for registra- tion as D.P. No.228631.
		NEW BRING WHOLE	10476	96	

7/4/12/66

And the transferee covenant(s) with the transferor, its Successors and Assigns, for the benefit of any adjoining land owned by the Transferor, but only during the ownership thereof by the Transferor, its Successors and Assigns other than purchasers on sale, that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor, its Successors or Assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor, its Successor or Assigns and in favour of any person dealing with the Transferee, their Executors Administrators or Assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND FOR THE PURPOSES OF SECTION 64 OF THE CONVEYANCING ACT 1919, THE TRANSFEROR IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

- (a) The benefit of the foregoing Covenant shall be appurtenant to the whole of the land in Deceased Title No. 228631 except the land hereby transferred.
- (b) The land subject to the burden of this Covenant is the land hereby transferred.
- (c) The aforesaid Covenant may be released varied or modified by the Transferor, its Successors or Assigns.

if it is not a necessary or
adjoining owner.

(1) If any easements are to
be created or any
exceptions to be made:

(2) If the statutory provisions
implied by the Act
are intended to be
varied or modified.

Covenants should comply with
the provisions of Section 64 of
the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

Subject to easement and right-of-carriageway created by
registration of D.P. 228631.

A very short date will suffice.

File in 11-11-11

K 766773

No. _____

Lodged by FREEHILL, HOLLINGDALE & PAGE

Address 187-191 MACQUARIE STREET
SYDNEY.

Phone No. _____

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

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

This discharge is appropriate
to a transfer of part of the
land in the Mortgage. The
mortgagee should execute a
formal discharge when the
land transferred is the whole
of or the release of the land
in the Certificate of Title by
Group Grant or is the whole
of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me _____

Mortgagee.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

1. _____	Received Docs. Nos. Receiving Clerk
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	

Indexed	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book
Filed (in S.D.B.) by	
Signed by	Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Registrars		
Cancellation Clerk		
Vol.		For.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Plan Drawing only to appear in this space

John
Director
[Signature]
Scarr R. Munnings
Secretary

Certified check for the payment of the
 bill properly A/c 1500 by the Michigan
 Electric Power Co., Detroit, on account
 of the Michigan Shaking Corporation under
 power of attorney.
 10/10/20 10/10/20 10/10/20
 [Signature]
 The Trust Company
 By executing this instrument the attorney
 attests that the attorney has received the
 notice of the execution of the power of
 attorney.
 I certify that the attorney for the Michigan
 Electric Power Co. is generally authorized
 to execute this instrument and to execute
 to whose identity it is otherwise noted.
 signed do, instrument in my presence.
 Signature of the Justice: [Signature]
 Name of Justice: [Signature]
 Address of Justice: [Signature]
 10/10/20 10/10/20 10/10/20
 10/10/20 10/10/20 10/10/20

RUN APPROVED _____
 Lined Proof _____
 Page No. _____
 Print Book _____ pages

[illegible]

SUPERVISOR'S REFERENCE: BASB/5110-C

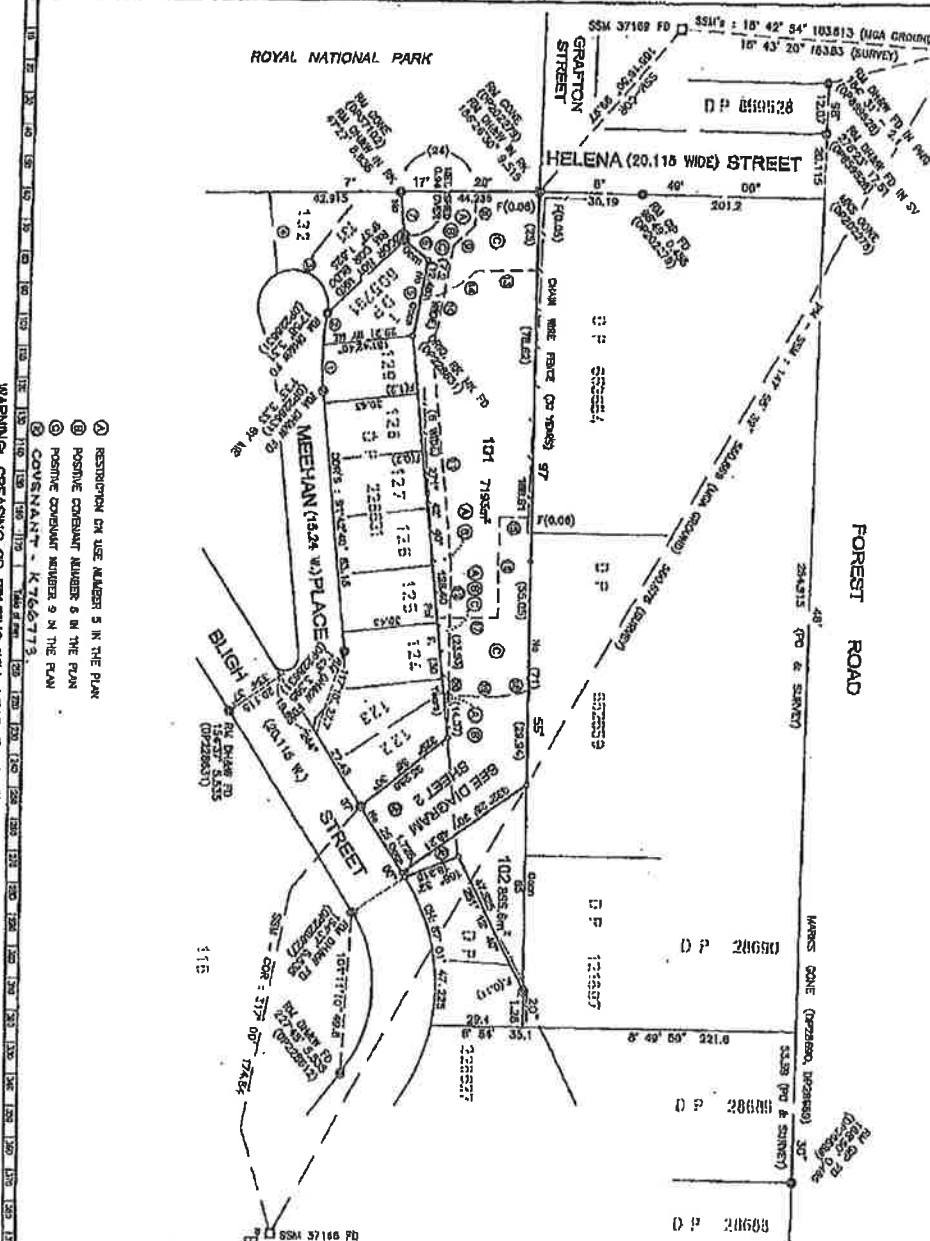
BLADES	EASTING	NORTHING	CROSSING	MEASUREMENT	2000
PA 505846	320 437 448	6	251	858.224	U
SSA 27164	321 759 2263	6	251	587.146	B
SSW 27168	321 581 715	6	251	678.202	U
					U
					SCALES

PCA COORDINATES ADJUSTED FROM FIELD STATIONS AS AT 17/01/2006

CONVERTED SCALE FACTOR = 0.999990

ZONE 59

	STATION	DISTANCE	ARC	BLD
1	156.35	83.53		
2	160.32	85.49		
3	223.56	17.40		
4	223.56	20.53		
5	277.57	21.18	20.218	35
6	282.34	22.41		
7	282.34	10.3		
8	222.14	50.14		
9	222.14	19.55		
10	147.57	19.25	10.28	25
11	147.57	9.24		
12	87.55	10.15		
13	87.55	7.78		
14	119.37	36.17	7.80	25



(A) RESTRICTION ON USE NUMBER 5 IN THE PLAN
 (B) POSITIVE CONSTRAINT NUMBER 6 IN THE PLAN
 (C) POSITIVE CONSTRAINT NUMBER 9 IN THE PLAN
 (D) CONSTRAINT - K760773.

11E 13 110 130 150 175 Time of day 125

WARNING: GREASING OR FOLDING WILL

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY
DP1112310

Registered 7-9-2007

Can SEE CERTIFICATE
Title System: TORRENS

PURPOSE - SUBDIVISION

Lost File: DP-228631, D.F.605791

LOT 2 IN D.P.60579.

Lengths are in centimeters. Production Date 1: 1000

Suburb/Locality: KARRAMEE

County CUMBERLAND

(Delete if insignificant)

L. PAUL ANTONIO JARSON

being only that the energy represented in the sun is converted into heat and light, and therefore will be available to the plants.

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
1972

Don't really like that either though. It doesn't say
and show in the photo that he got his/her out of the car

Stronger regulated water

26588 121697 234928

228697	228697	652635
27102	228627	655528

institutions to coordinate public inputs or to create public reserves, through activities

PURSUANT TO SECTION 808 OF THE
CONTRACTING ACT 1971, AS AMENDED.

2. JOCKEY TO DRAIN WATER VARIABLE H

7. RESTRICTION ON USE

PURSUANT TO SECTION 805 OF THE

1. USEMENT 10 DRAIN WATER 3 BLOE
(2548106)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP1112310

Registered  Cl. No. 4-9-2

21 NOVEMBER, 2005

0005

Sever incident under Services Act 2007

studies covered by my Certificate No. 02 } word
of

For use about 1900. It is included in my book of
Palm Trees, L.



LINE	EDW/MS	QTY/STAGE	APC	POOLS	LINE	EDW/MS	QTY/STAGE	APC	POOLS
13	16 55	8.625			23	15 55	5.283		
14	17 55	1.5			24	15 55	6.36		
15	16 55	1.5			25	16 45	8.177		
16	16 55	4.875			26	16 45	8.38		
17	16 55	3.225			27	16 45	8.74		
18	312 28	8.675			28	16 45	8.74		
19	307 30	11.58			29	16 45	8.855		
20	312 51	7.805			30	16 45	7.44		
21	257 04	6.305		18.25	31	257 21	13.775		
22	51 30	8.83			32	16 55	7.41		

Plan Drawing only to appear in this space

Production No. 1: 500

SURVEYOR'S REFERENCE: 6458/5110-07

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
 AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 7 Sheets)

Plan : **DP1112310**

Subdivision of Lot 121 in D.P.228631 and
 Lot 2 in D.P.606791 Covered by Subdivision
 Certificate No. 07/0008 dated 6/7/07.

Full name and address of the
 Proprietors of the land :

Kirralands Pty Ltd
 C/- 1st Floor, Suite 5
 350 Port Hacking Road
 Caringbah NSW 2229

Part 1

Number of Item Shown in the Intention panel On the plan	Identity of easement created and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1.	Right of Carriageway Variable Width (E)	102	101
2.	Easement to Drain Water Variable Width (E)	102	101
3.	Right of Carriageway Variable Width (F)	101	102
4.	Easement for Drainage 3.5 & 8.5 Wide (G)	101,102	Sutherland Shire Council
5.	Restriction on Use (A)	101	Sutherland Shire Council
6.	Positive Covenant (B)	101	Sutherland Shire Council
7.	Restriction on Use (H)	101, 102	Sutherland Shire Council
8.	Positive Covenant (J)	101, 102	Sutherland Shire Council
9.	Positive Covenant (C)	101	Sutherland Shire Council

Approved by the Council of Sutherland Shire

Authorised Person/General Manager/Accredited Certifier



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 7 Sheets)

Plan : **DP1112310**

Subdivision of Lot 121 in D.P.228631 and
Lot 2 in D.P.605791 Covered by Subdivision
Certificate No. 07/0008 dated 6/7/07.

Part 1A

Number of item Shown in the Intention panel On the plan	Identity of easement released and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1.	Easement to Drain Water 3 Wide (Q846108)	121 D.P.228631	Sutherland Shire Council

Part 2

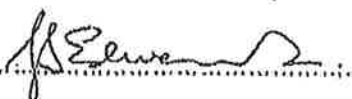
4. TERMS OF EASEMENT FOR DRAINAGE 3.5 & 8.5 WIDE NUMBERED 4 IN THE PLAN

1. 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 hereby burdened covenant with the Council that they will not:-

- (a) do permit or suffer any act, deed or matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Sutherland Shire Council 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 that if the registered proprietors 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 proprietors will forthwith at their 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 for the purposes aforesaid or any of them and will not erect or permit to be erected any building or any other erection of any kind or description over the said strip of land without the Council's permission in writing being first had and obtained.

Authorised Person/General Manager/Accredited Certifier.....
Approved by Sutherland Shire Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan : **DP1112310**

Subdivision of Lot 121 in D.P.228631 and
Lot 2 in D.P.605791 Covered by Subdivision
Certificate No. 0710008 dated 6/7/07.

Part 2 (cont'd)

5. TERMS OF RESTRICTION ON USE NUMBERED 5 IN THE PLAN

5.1 Terms

- (1) No tree may be removed without the prior consent of the Authority Benefited. In respect of trees which are potentially hazardous, the consent of the Authority Benefited cannot be unreasonably withheld.
- (2) No structure is to be erected without the consent of the Authority Benefited.

Name of person or authority empowered to release the Restriction on Use numbered 5 in the plan:

Sutherland Shire Council

Name of person or authority empowered to vary or modify the Restriction on Use numbered 5 in the plan:

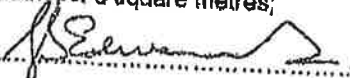
Sutherland Shire Council.

6. TERMS OF POSITIVE COVENANT NUMBERED 6 IN THE PLAN

6.1 Terms

- (1) Any pruning of trees must be carried out in accordance with the guidelines of Australian Standard AS4373, 1996 or such other appropriate standard which is in force from time to time.
- (2) The trees and vegetation must be maintained by the Owner of the Lot Burdened in accordance with the following standards:
 - (a) appropriate local native species must be planted as determined by an arborist, suitably qualified, in consultation with a suitably qualified ecologist;
 - (b) tree canopies are to be no further than 15 metres apart (measured horizontally);
 - (c) vegetation over 1 metre in height but less than 4 metres in height are to be maintained at an average density of 1 tree or plant per 8 square metres;

Authorised Person/General Manager/Accredited Certifier.....
Approved by Sutherland Shire Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 7 Sheets)

Plan : **DP1112310**

Subdivision of Lot 121 in D.P.228631 and
Lot 2 in D.P.605791 Covered by Subdivision
Certificate No. 07/0008 dated 6/7/07.

Part 2 (cont'd)

- (d) vegetation having a height of less than 1 metre are to maintained at an average density of 1 plant per 4 square metres;
- (e) the area burdened shall be maintained so that non-native species of plants do not become dominant and so that local native species of plants are dominant,
except where to do so would not comply with relevant Asset (Fire) Protection Zone requirements.
- (3) The Owner will not be in breach of this Positive Covenant if due to circumstances beyond the Owner's control or due to bushfire, other catastrophes or acts of God, it is not reasonably feasible to comply with the maintenance obligations set out above.
- (4) The Owner will have prepared by a suitably qualified person a vegetation management plan in keeping with the provisions of this covenant to be updated from time to time.

Name of person or authority empowered to release the Positive Covenant numbered 6 in the plan:

Sutherland Shire Council.

Name of person or authority empowered to vary or modify the Positive Covenant numbered 6 in the plan:

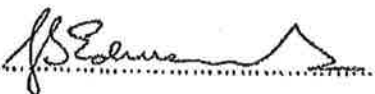
Sutherland Shire Council.

7. TERMS OF RESTRICTION ON USE NUMBERED 7 IN THE PLAN

7.1 Terms

- (1) No structure is to be erected without the consent of the Authority Benefited which must consult with the Department of Natural Resources or such other Department having its functions from time to time.
- (2) No vegetation is to be planted unless it is an appropriate local native species as determined by a suitably qualified ecologist.

Authorised Person/General Manager/Accredited Certifier
Approved by Sutherland Shire Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan : **DP1112310**

Subdivision of Lot 121 in D.P.228631 and
Lot 2 in D.P.605791 Covered by Subdivision
Certificate No. 07/0002 dated 6/7/07.

Part 2 (cont'd)

Name of person or authority empowered to release the Restriction on Use numbered 7 in the Plan:

Sutherland Shire Council.

Name of person or authority empowered to vary or modify the Restriction on Use numbered 7 in the Plan:

Sutherland Shire Council.

8. TERMS OF POSITIVE COVENANT NUMBERED 8 IN THE PLAN

8.1 Terms

- (1) The area burdened shall be maintained so that non-native species of plants do not become dominant and so that local native species of plants are dominant.
- (2) The Owner will have prepared by a suitably qualified person a vegetation management plan in keeping with the provisions of this covenant to be updated from time to time.

Name of person or authority empowered to release the Positive Covenant numbered 8 in the plan:

Sutherland Shire Council.

Name of person or authority empowered to vary or modify the Positive Covenant numbered 8 in the plan:

Sutherland Shire Council.

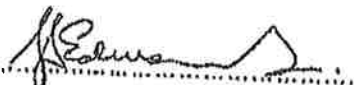
9. TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE PLAN

9.1 Terms

The area burdened is an Inner Fire Protection Zone and shall be maintained so that:

- (1) minimal fine fuel shall exist at ground level which could be set alight by a bush fire;
- (2) any vegetation in the area burdened is discontinuous and does not provide a path for the transfer of fire to the development.

Authorised Person/General Manager/Accredited Certifier
Approved by Sutherland Shire Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 6 of 7 Sheets)

Plan : **DP1112310**

Subdivision of Lot 121 in D.P.228631 and
Lot 2 in D.P.605791 Covered by Subdivision
Certificate No. 67/0003 dated 6/7/07.

Part 2 (cont'd)

The presence of a few trees or shrubs in the area burdened is acceptable provided that they:

- (1) do not touch or overhang the building;
- (2) are well spread out and do not form a continuous canopy;
- (3) are not species that retain dead material or deposit excessive quantities of ground fuel in a short period or in a danger period; and
- (4) are located far enough away from the development so that they will not ignite the development by direct flame contact or radiant heat emission.

Woodpiles, wooden sheds, combustible material storage areas, large areas/quantities of garden mulch, stacked flammable building materials, etc should not be permitted in the area burdened.

Name of person or authority empowered to release the Positive Covenant numbered 9 in the plan:

Sutherland Shire Council.

Name of person or authority empowered to vary or modify the Positive Covenant numbered 9 in the plan:

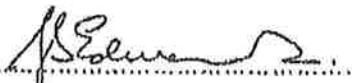
Sutherland Shire.

DEFINITIONS AND INTERPRETATIONS CLAUSES

INTERPRETATION

- (1) The singular includes the plural and the plural includes the singular.
- (2) A gender includes all genders.
- (3) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (4) "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this instrument.

Authorised Person/General Manager/Accredited Certifier.....
Approved by Sutherland Shire Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 7 of 7 Sheets)

Plan : **DP1112310**

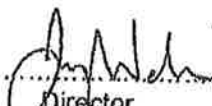
Subdivision of Lot 121 in D.P.228631 and
Lot 2 in D.P.605791 Covered by Subdivision
Certificate No. 07/0008 dated 6/7/07.

Part 2 (cont'd)

- (5) Unless stated otherwise, one provision does not limit the effect of another provision.
- (6) A reference to any Law or to any provision of any Law includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it or them.
- (7) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.
- (8) Headings in this instrument are for information purposes only and do not affect the interpretation of this instrument.

The Common Seal of
Kiralands Pty Ltd
(ACN 103 063 718)
was hereunto affixed by
authority of the Directors
in the presence of:

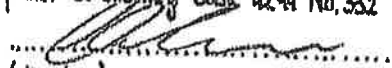


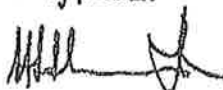

Director
Roy Pearce-Webbe


Secretary
SCOTT MATTHEWS

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
signed by Chris Cahill as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

I certify that the attorney for the Mortgagee
with whom I am personally acquainted or as to
whose identity I am otherwise satisfied,
viewed this instrument in my presence.

(Signature) 
for Three Attorneys
By executing this instrument the attorney declares that
the attorney has received no notice of the revocation
of the power of attorney.

Signature of witness: 
Name of witness: NATHAN HANSEN
Address of witness: Level 29, 275 Kent St
Sydney NSW 2000

Authorised Person/General Manager/Accredited Certifier
Approved by Sutherland Shire Council



PLAN FORM 2

Plan Drawing only to appear in this issue

STANDARD, 2014 AND SUBSEQUENT EDITIONS OF THIS FORM ARE AVAILABLE FROM THE SURVEYING AND MAPPING AUTHORITY OF THE UNITED KINGDOM. THE CURRENT EDITION IS THE ONLY VALID ONE.

STANDARD, 2014 AND SUBSEQUENT EDITIONS OF THIS FORM ARE AVAILABLE FROM THE SURVEYING AND MAPPING AUTHORITY OF THE UNITED KINGDOM. THE CURRENT EDITION IS THE ONLY VALID ONE.

STANDARD, 2014 AND SUBSEQUENT EDITIONS OF THIS FORM ARE AVAILABLE FROM THE SURVEYING AND MAPPING AUTHORITY OF THE UNITED KINGDOM. THE CURRENT EDITION IS THE ONLY VALID ONE.

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STANDARD, 2014 AND SUBSEQUENT EDITIONS OF THIS FORM ARE AVAILABLE FROM THE SURVEYING AND MAPPING AUTHORITY OF THE UNITED KINGDOM. THE CURRENT EDITION IS THE ONLY VALID ONE.

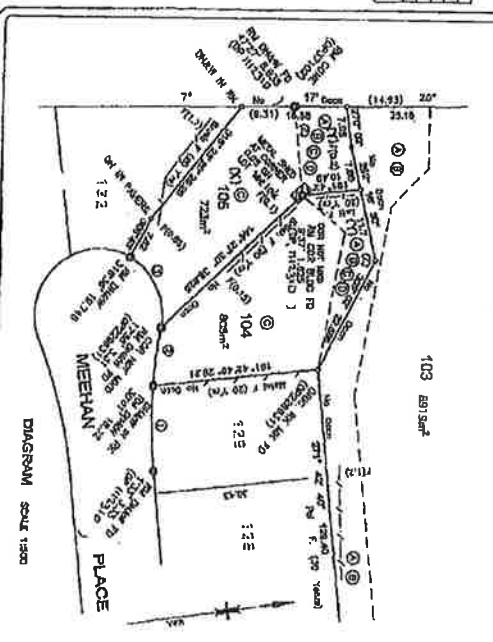
LINE	BEARING	DISTANCE	AREA	PERCENTAGE
1	207° 30'	14.00	14.00	87.50
2	204° 30'	10.00	10.00	62.50
3	202° 30'	13.00	13.00	81.25

1. RESTRICTION ON USE (P11231) NOS 145
2. POSITIVE CONSTRAINT (P11231) NOS 145
3. POSITIVE CONSTRAINT

FOREST ROAD

HELENA (20.115 WIDE) STREET

ROYAL NATIONAL PARK



DP112176 (E)

Registered Plan 11.1.2008

Title System: TORRENS

Purpose: SUBDIVISION

Lot: 131 IN D.P. 224631

PLAN OF SUBDIVISION OF LOT 131 IN D.P. 224631

Lot: 1 IN D.P. 224631

Lot: 1 IN D.P. 224631

Lot: 1 IN D.P. 224631

Lot: 1 IN D.P. 224631

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Lot: 1 IN D.P. 224631

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

THIS PLAN FOR SIGNATURES AND SEALS ONLY

Plan Drawing only to appear in this space

DP1121176

Registered  11.1.2008

This is volume 2 of the book in 2 parts
 11 DECEMBER, 2006

This is about *of the film of*
events covered by my Catholic Ex.

General Summary/Additional Remarks

Copyright clearance for the purposes of The
Reed Property Act 1900 by the Mortgage
SICREED by *Charmie Dahl*, is hereby
for *Reed Property Building Corporation* under
number of necessary Book 4299 No. 522

Fast Track Attorney
By creating this innovative the success
states that the attorney has provided the
copies of the records to the power of
attorney.

I cordly thank the attorney for the Monogram
with whom I am personally acquainted and as
an old friend I am extremely satisfied
and glad to be interested in the practice.

Signature of a friend *C. J. F. F.*
Name of address *C. J. F. F.*
Address of address *Land 23, 225 East 38*
Street New York

~~STORM EYE TANK~~
~~CHESTER~~



SCOTT WILKINSON
The General took on the duties -
transmission from 44, 1944, after
Hearings arrived at 30th November
2007 in the presence of
Commissioner Robert Brown the
person mentioned by 2.234
states General Wilkinson
from 1944 to 1947 to the
office of the Genl.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

DP1121176

(Sheet 1 of ⁵ Sheets)

CP/179413
Lot 101 in DP1121176
Subdivision of Lot 131 in D.P.228631 and
Lots 1, & in D.P.605791 Covered by Subdivision
Certificate No. 07/0033 dated

Full name and address of the
Proprietors of the land :

Kirralands Pty Ltd
C/- 1st Floor, Suite 5
350 Port Hacking Road
Carlingbah NSW 2229

Brian Maxwell Pascoe-Webbe
Kay Lynette Pascoe Webbe
220 Macarthur Drive
Wilton NSW 2571

Douglas Ralph McSparron
Elizabeth Maree McSparron
15 Meehan Place
Kirrawee NSW 2232

Part 1

Number of Item Shown in the Intention panel On the plan	Identity of easement created under Sec.88E of the Conveyancing Act and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1.	Positive Covenant (C)	104, 105	Sutherland Shire Council
2.	Positive Covenant (D)	104, 105	Sutherland Shire Council

Approved by Sutherland Shire Council

Authorised Person/General Manager/Accredited Certifier.....

[Signature]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of ⁵ Sheets)

CP 1/279413

Plan :

Subdivision of Lot 131 in D.P.228631 and
Lot 1, 1 in D.P.605791 Covered by Subdivision
Certificate No. 07/0033 dated

DP1121176

Part 2

1. TERMS OF POSITIVE COVENANT NUMBERED 1 IN THE PLAN

The entire property of the Lots burdened shall be maintained at all times as an "Inner Protection Area" as outlined within "Planning for Bushfire Protection 2001" and the NSW Rural Fire Services document "Standards for Asset Protection Zones".

Name of person or authority empowered to release the Positive Covenant numbered 1 in the plan:

Sutherland Shire Council.

Name of person or authority empowered to vary or modify the Positive Covenant numbered 1 in the plan:

Sutherland Shire Council.

2. TERMS OF POSITIVE COVENANT NUMBERED 2 IN THE PLAN

The land burdened shall comply with the requirements of the Plan entitled Project Number 02127, Drawing Number DA04a - Landscape Plan - Part 1 dated 25 September 2003 prepared by Noel Bell, Ridley Smith and Partners.

Name of person or authority empowered to release the Positive Covenant numbered 2 in the plan:

Sutherland Shire Council.

Name of person or authority empowered to vary or modify the Positive Covenant numbered 2 in the plan:

Sutherland Shire Council.

Approved by Sutherland Shire Council

Authorised Person/General Manager/Accredited Certifier.....

Obneyman

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of ⁵ 4 Sheets)

CP 1579413

Plan :

DP1121176

Subdivision of Lot 131 in D.P.228631 and
Lot 1, 1/2 in D.P.605791 Covered by Subdivision
Certificate No. 07/0033 dated

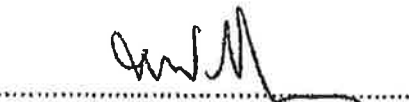
The Common Seal of
Kiralands Pty Ltd
[ACN
was hereunto affixed by
authority of the Directors
in the presence of:






Director


Secretary

Signed in my presence by
BRIAN MAXWELL PASCOE-WEBBE
and KAY LYNETTE PASCOE-WEBBE
who are personally known to me


BRIAN MAXWELL PASCOE-WEBBE


KAY LYNETTE PASCOE-WEBBE


Signature of Witness

SCOTT MATTHEWS
Name of Witness

16/21-23 Dudley Ave CARINGBAH
Address of Witness

Approved by Sutherland Shire Council

Authorised Person/General Manager/Accredited Certifier



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of ⁵/₄ Sheets)


CP/SP79413

Plan :

Subdivision of Lot 131 in D.P.22863 and
Lots 1, 2 in D.P.605791 Covered by Subdivision
Certificate No. 27/20033 dated

DP1121176

Signed in my presence by DOUGLAS
RALPH MCSPARRON and ELIZABETH
MAREE MCSPARRON who are
personally known to me


.....
DOUGLAS RALPH MCSPARRON


.....
ELIZABETH MAREE MCSPARRON


.....

Signature of Witness

MICHAEL BURNS

Name of Witness

128 WARATAM ST SUTHERLAND NSW 2232

Address of Witness

Signed at Sydney the 25th day of
September 2005 For Commonwealth
Bank of Australia ABN 48 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4297 No 297

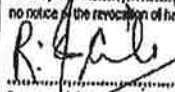


Witness


Charlie Kelly

150 George Street Parramatta

L. Constable

Elizabeth Constable

Corporate Trust	
Signed in my presence for and on behalf of Perpetual Limited (A.C.N. 000 431 627) by its attorneys	
<u>Kylie Davies</u> MANAGER	<u>Sanela Jakupovic</u> MANAGER
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 23/11/04 (Registration No. 408512) and that he/she has no notice of the revocation of her/his powers.	
 Signature of Witness	 Signature of Attorney
<u>Robert D'cunha</u> Full name of Witness	 Signature of Attorney

Approved by Sutherland Shire Council

Authorised Person/General Manager/Accredited Certifier


.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 5 Sheets)

CP/79413

Plan :

DP1121176

Subdivision of Lot 131 in D.P.228831 and
Lot 1, 1 in D.P.605791 Covered by Subdivision
Certificate No. 07/0033 dated

Full name and address of the
Proprietors of the land :

Kirralands Pty Ltd
C/- 1st Floor, Suite 5
350 Port Hacking Road
Caringbah NSW 2229

Brian Maxwell Pascoe-Webbe
Kay Lynette Pascoe Webbe
220 Macarthur Drive
Wilton NSW 2571

Douglas Ralph McSparron
Elizabeth Maree McSparron
15 Meehan Place
Kirrawee NSW 2232

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
SIGNED by [Signature] as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney

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

I certify that the attorney for the Mortgagee
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: [Signature]
Name of witness: Cindy [Signature]
Address of witness: Level 29, 275 Kent St
Sydney NSW 2000



CHRISTOPHER WHELAN
STRATA PLAN 79413

SCOTT MATTHEWS

THE COMMON SEAL OF THE OWNERS - STRATA PLAN No 79413
WAS HERETO AFFIXED ON 30 NOVEMBER 2007
IN THE PRESENCE OF CHRISTOPHER WHELAN
BEING THE PERSON AUTHORIZED BY S. 238
STRATA SCHEMES MANAGEMENT ACT 1996 TO ATTEST
THE AFFIXING OF THE SEAL.

REGISTERED



11.1.2008

Form: ISCH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AN893253G

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/SP79413	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any V J RAY PTY LIMITED PO BOX 369 CAMPSIE NSW 2194 TEL: 9784-7900 Reference: SP79413
		CODE CH

- (C) The Owners-Strata Plan No. 79413 certify that a special resolution was passed on 29/10/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1-24
Added by-law No. 1-25 AND SPECIAL BY-LAWS 1-5
Amended by-law No. NOT APPLICABLE
as fully set out below;
REFER TO ANNEXURE "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 79413 was affixed on 13/11/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: MICHAEL POLLARD

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



Annexure "A"

Consolidated By-laws Strata Plan 79413

1 Definitions and Interpretation

- (1) In these by-laws, unless the context otherwise requires or permits:
- (a) **Act** is the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
 - (b) **Air Conditioning** means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.
 - (c) **Exhaust Fans** means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.
 - (d) **Garage Door** means the garage tilt panel door and motor which services each individual lot.
 - (e) **Hot Water** means the hot water system which services each individual lot.
 - (f) **Local Council** is the Sutherland Shire Council.
 - (g) **Ventilation System** means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.
- (2) In these by-laws, 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 2015*; and
 - (d) references to legislation includes references to amending and replacing legislation.

2 Vehicles

- (1) There are presently situated in the strata scheme six (6) visitor car parking spaces on common property. These are located as follows:
- (a) there are 2 car parking spaces adjacent to the garage bin enclosure;
 - (b) there are 2 car parking spaces at the top of the driveway on the northern side of the strata scheme;
 - (c) there is 1 car parking space beside the gate; and
 - (d) there is 1 car parking space between the lot 9 and lot 10 garages.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle:
- (a) in a visitor car parking space; or
 - (b) on any other part of the common property except with the prior written approval of the owners corporation.



The seal of The Owners - Strata Plan 79413
was affixed on 13/11/18
in the presence of:

Signature:

Name: Michael Pollard

Authority: Strata Managing Agent.
Authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

- (3) An owner of a lot must not allow or permit any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any motor or other vehicle:
 - (a) in a visitor car parking space; or
 - (b) on any other part of the common propertyand the owner of a lot must take all reasonable steps to ensure that this does not occur, except with the prior written approval of the owners corporation.
- (4) An owner or occupier of a lot must not allow or permit any visitor to their lot to park any motor or other vehicle, in any of the six (6) visitor car parking spaces for periods longer than 24 hours consecutively in any 48 hour period.
- (5) An owner or occupier of a lot must not allow or permit any person who is not visiting the owner or occupier or the strata scheme to park or stand a motor or other vehicle on any part of the common property, including on any visitor car parking space.
- (6) An owner or occupier of a lot must not allow or permit any person to stand any motor or other vehicle in a car parking space that is or forms part of another lot without the prior written approval of the owner or occupier of that lot.
- (7) An owner or occupier of a lot must ensure that any motor or other vehicle is wholly parked within the boundaries of that owner's or occupier's lot and does not encroach on any common property (including any visitor car parking space) or on the car parking space that is or forms part of another lot.
- (8) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or security device, hinges, garage doors, or other safety device for protection of the owner's lot against intruders or to improve security and safety within the owner's lot, or
 - (b) subject to the provisions of by-law 12, 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.
- (2) Any such locking or security device, hinges, garage doors, safety device, screen, other device or structure must:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as required by the owners corporation, the NSW Fire Brigade, the Local Council, and any other relevant authority; and
 - (b) be installed in a competent and proper manner and must have an appearance after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain, renew, replace and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, or
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or security or other safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

- (5) The owner or occupier of a lot will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this by-law and must make good that damage immediately after it has occurred.
- (6) An owner of a lot is responsible for all maintenance contractors or tradespersons when on site with respect to any damage caused to the common property by them and the owner must supervise such contractors and tradespersons with respect to works as related to or which service their lot.
- (7) To avoid doubt, where the terms of this by-law are inconsistent with the terms set out in:
 - (a) by-law 24 dealing with Garage Doors, the provisions of that by-law applies to the installation, maintenance, repair, renewal and replacement of any garage doors referred to in clause (1) of this by-law; and
 - (b) by-law 25 dealing with Locks, the provisions of that by-law applies to the installation, maintenance, repair, renewal and replacement of any locking or security devices referred to in clause (1) of this by-law; and
 - (c) Special By-Law No. 1 – Window Safety Devices, the provisions of that by-law applies to the installation, maintenance, repair renewal and replacement of any window safety devices.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Keeping of animals

- (1) Subject to section 139(5) of the Act, an owner or occupier of a lot must not keep any animal in a lot without the prior written approval of the owners corporation, except that an owner or an occupier of a lot may keep in that lot:
 - (a) a small dog (being a dog weighing less than 15 kilograms); and
 - (b) not more than two cats; and
 - (c) not more than two birds; and
 - (d) fish in an aquarium or container for keeping fish
 provided that the owner or occupier notifies the owners corporation in writing that an animal or animals in any of clauses (a) to (d) above is being kept in a lot by that owner or occupier.
- (3) An owner or occupier of a lot that keeps an animal must:
 - (a) keep the animal within the lot, and
 - (b) restrain on a leash or carry the animal when it is on the common property, and
 - (c) take such action as may be necessary to promptly clean all areas of the lot or the common property that are soiled by the animal, and
 - (d) not use the common property for exercising an animal and shall discourage the soiling of the common property
- (4) No animal is to be kept on the common property.
- (5) In addition to the rights granted under clause (1) of this by-law, an owner or occupier of lots 1, 6, 12 or 13 (each being a lot with an enclosed courtyard having an area greater than 80 square metres) may keep not more than two small dogs in that owner or occupier's lot without the prior written approval by the owners corporation provided that the owner or occupier notifies the owners corporation in writing that the animal referred to in this clause is being kept on the lot by that owner or occupier.
- (6) If the prior written approval of the owners corporation is required to keep an animal in a lot, the owners corporation may impose reasonable conditions with any such approval to ensure the peaceful enjoyment of other owners or occupiers. The owners corporation in considering granting approval for the keeping of an animal must consider the impact on individual occupiers. Occupiers are to be invited to make submissions prior to the owners corporation determining the application.

- (7) Notwithstanding clauses (1) or (5) of this by-law, the owners corporation may withdraw an approval to keep an animal or require the removal of a specific animal if that animal creates a nuisance, but only if the owner or occupier (whichever is in control of the animal) of a lot has been given reasonable opportunity to rectify the nuisance problem. Failing the rectification of the problem a fourteen (14) day notice is to be given by the owners corporation to the owner or occupier (whichever is in control of the animal) of a lot to remove the animal which shall be complied with. Failing which, the owners corporation may commence action to have the animal removed.
- (8) Subject to clause 139(5) of the Act and notwithstanding clauses (1),(5) and (6) of this by-law, the owner or occupier of a lot cannot keep any other animal on a lot unless it is a bird, a small dog, a cat or fish.

6 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

7 Noise

An owner or occupier of a lot, or any invitee or an owner or occupier of a lot, must not create any noise on a lot or the property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

8 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property,, and
 - (b) without limiting paragraph a), that invitees comply with clause (1).

9 Children playing on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

10 Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

11 Prevention of Hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

12 Preservation of fire safety

- (1) The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the strata scheme or to reduce the level of fire safety in the lots or common property.

- (2) Without limiting by-law 11 and clause (1) of this by-law, the owner or occupier of a lot acknowledges that the strata scheme is situated in a bushfire prone area, and the owner or occupier of a lot must not do anything on their lot that would prevent the building and/or the strata scheme being compliant with all fire safety and other safety standards applicable to the building and/or the strata scheme as may be required by the Local Council and/or the NSW Fire Brigade.
- (3) The development consent issued by the Local Council for the construction of the building in the strata scheme required that:
 - (a) all openable parts of windows including louvres must be screened with corrosion resistant steel, bronze or aluminium mesh with a maximum aperture size of 1.8mm, so as to prevent entry of burning debris through open windows, and
 - (b) enclosed car parking areas and garages be maintained by keeping and installing perforated garage doors, so as to ensure adequate ventilation of the relevant areas and the building generally.
- (4) An owner or occupier of a lot must ensure that:
 - (a) all flyscreens installed in all openable parts of windows or window frames including louvres and all flyscreens installed in or on any external doors or door frames of that owner or occupier's lot must be of corrosion resistant steel, bronze or aluminium mesh and must be fit snugly so as to comply with the requirements of the development consent and/or any subsequent applicable building standards, so as to prevent any possible ember attack penetrating the building. Plastic flyscreens of any kind are not permitted in the strata scheme; and
 - (b) adequate ventilation of the enclosed car parking areas and garages of that owner's or occupier's lot is maintained by keeping and installing perforated garage doors, and must also ensure that to this end, the other provisions of by-law 24 (concerning garage doors) and by-law 13 (concerning storage of materials in carparking areas and garages) are complied with.
- (5) An owner or occupier of a lot must ensure that all the sewer and stormwater pipes and ventilation ducts that may be situated at the rear of any garage forming part of a lot, whether situated inside the walls or whether penetrating into the walls from the exterior of the building, are kept encased or enclosed to prevent fire travelling or escaping to or from any gaps between the walls and any such pipes and ducts.

13 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) Subject always to the provisions of clauses (3) and (4) of this by-law, clause (1) of this by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (3) Storage of combustible materials and flammable materials including fuels in the car park, including in individual car parking spaces or garages of a lot, is strictly prohibited.
- (4) An owner or occupier of a lot must ensure that the requirements of the Local Council and/or the NSW Fire Brigade for storage of materials in the car park of the strata scheme, including in the individual car parking spaces or garages of a lot, are strictly observed and performed. As at the date of registration of clauses (4) and (5) of this by-law, the NSW Fire Brigade requires the strata scheme to restrict the storage of flammable liquids and substances (being those with a flash point of below 61 degrees Celsius) and that storage of any material in a garage must not exceed 2 cubic metres in volume per car space in that garage, and free walking access in and around a parked vehicle or object in a car space or garage must not be impeded.

- (5) An owner or occupier of a lot must comply with the requirements set out in clauses (3) and (4) of this by-law in respect of storage of any materials in the car parking spaces or garage of their lot, and must permit the owners corporation, on the giving of reasonable notice to the owner or occupier, to enter that owner or occupier's lot for the purposes of checking that the contents of any car parking space or garage comply with this by-law and for the purposes of obtaining any annual fire safety inspection of the building.

14 Cleaning windows and doors

An owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

15 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of a lot or the common property in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

16 Garbage Disposal

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal, for example a disposable nappy.
- (3) The strata scheme has shared receptacles for garbage, recycling material or green waste.
- (4) An owner or occupier of a lot must:
 - (a) deposit all refuse in the garbage room designated by the owners corporation for that purpose;
 - (b) ensure that before refuse is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or green waste separated and prepared in accordance with Local Council's or the owners corporation's recycling guidelines; and
 - (c) promptly and properly remove and clean up anything which you spill or drop in the garbage room.
- (5) Clause (3) of this by-law does not permit an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) Notwithstanding Clause (1) of this by-law, an owner or occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.
- (3) This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 15.
- (4) The owner or occupier of lot must maintain planter areas to the front of the lot visible from the common property with species approved by the owner's corporation. In the event that the planter areas are not maintained to a standard in keeping with that of other lots the owners corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the owner or occupier of such lot.

- (5) The owner or occupier of a lot must ensure that all window and door dressings and the like on the southern facade shall be of unobtrusive tones as viewed externally in passing and where with a pattern, such that the pattern is also of unobtrusive tones as viewed externally in passing. The dressings shall be of appearance such that they are compliant with that provision and not out of context with surrounding dressings to other lots.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) commercial cleaning,
 - (e) domestic services,
 - (f) garbage disposal and recycling services,
 - (g) electricity, water or gas supply,
 - (h) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) of this by-law to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1) of this by-law.

21 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) Notwithstanding by-law 20, the owners corporation cannot place further restrictions on the use of lots otherwise than as contemplated in any town planning instruments, Local Council order or restriction or any other legislative requirement.

- (3) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22 Services and Equipment

- (1) On the conditions set out in this by-law, the owner of a lot in the strata scheme shall have the right to use of and special privilege over the Air-Conditioning System, Ventilation System, Exhaust Fan/s and Hot Water System which exclusively services that owner's lot.
- (2) Each owner must, at the cost of the owner:
 - (a) maintain, repair and, where necessary, replace the, Air- Conditioning Systems, Ventilation Systems, Exhaust Fans and Hot Water Systems which exclusively services their lot;
 - (b) use contractors that hold the necessary insurances (i.e. public liability) and hold a current license (if required) to maintain, repair and replace the Air-Conditioning Systems, Ventilation Systems, Exhaust Fans and Hot Water Systems which exclusively services their lot;
 - (c) comply with the requirements of Government Agencies about Air-Conditioning Systems, Ventilation Systems, Exhaust Fans and Hot Water Systems;
 - (d) repair damage caused to common property caused by exercising rights under this By-law; and
 - (e) indemnify the owners corporation against all claims and liability caused by exercising rights under this By-law.
- (3) Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the owners or occupiers must supervise such contractors and tradespersons with respect to works as related to their lot.

23 Notice Board

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

24 Garage Doors

- (1) On the conditions set out in this By-law, the owners for Lots shall have use and special privilege over the, garage door and motor (if installed) which exclusively services their Lot.
- (2) Each owner must, at the cost of the owner:
 - (a) maintain, repair and, where necessary, replace the, garage door and motor (if installed) which exclusively services their Lot which exclusively services their lot;
 - (b) use contractors approved by the Owners Corporation to maintain, repair and replace the garage door and motor (if installed) which exclusively services their Lot which exclusively services their lot;
 - (c) repair damage caused to common property caused by exercising rights under this by-law; and
 - (d) indemnify the owners corporation against all claims and liability caused by exercising rights under this by-law.
- (3) All tilt panel garage doors must not obstruct the use of the basement driveway when opened.
- (4) Garage doors are to be perforated tilt panel style garage doors and are to be constructed of non-combustible materials. The style, appearance and design of any replacement garage doors must be consistent with the style appearance and design of the original garage doors installed at the time of registration of the strata plan. The perforated area of the garage door is not to be blocked to ensure free flow of ventilation for fire safety purposes.

25 Locks

- (1) Owners and occupiers must maintain, renew, replace and repair locks, hinges and other security devices installed in the unit entry doors, garage doors, and so much of the common property as is necessary, adjacent to the boundary of their respective lots.
- (2) All locks, hinges and security devices maintained, renewed, replaced or repaired under this by-law, must, where applicable:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the owners corporation or other Authority;
 - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
- (3) Owners and occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.
- (4) Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the owners or occupiers must supervise such contractors and tradespersons with respect to works as related to their lot.
- (5) Where not inconsistent with the terms set out in Special By-Law No. 1 – Window Safety Devices, the provisions of this by-law apply to the maintenance, repair, renewal and replacement of any window safety devices as referred to in that Special By-Law No. 1.

Special By-Law No. 1 – Window Safety Devices

1. Introduction

This by-law grants you exclusive use and enjoyment of window safety devices in connection with your lot and imposes on you the obligation to maintain, repair and replace those window safety devices.

2. Definitions

In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015* including any amendment of it and any Act replacing it;

"**lot**" means any lot in the strata scheme;

"**Regulation**" means the *Strata Schemes Management Regulation 2016* including any amendment of it and any Regulation replacing it;

"**window safety devices**" means complying window safety devices within the meaning of clause 30 of the Regulation for the windows on the boundary of a lot, and includes without limitation all complying window safety devices installed in 2017 by the owners corporation on each requisite window forming part of a lot or forming part of the common property in connection with that lot;

"**you**" means the owner for the time being of a lot (being the current owner and all successors).

3. Exclusive Use of Window Safety Devices

You are granted the exclusive use and enjoyment of all window safety devices in connection with your lot.

4. Conditions for Window Safety Devices

- (1) You must, at your own cost, properly maintain and keep in a state of good and serviceable repair all window safety devices in connection with your lot.
- (2) You must, at your own cost, where necessary, renew or replace the whole or any part of all window safety devices in connection with your lot.

5. Application to All Window Safety Devices

To avoid doubt, this by-law applies to all window safety devices including:

- (a) window safety devices installed by the owners corporation or by you; and
- (b) window safety devices on a lot or the common property.

6. Other by-laws

To avoid doubt:

- (a) where not inconsistent with the terms set out in by-law 25 dealing with Locks, the provisions of that by-law applies to the maintenance, repair, renewal and replacement of any window safety devices as referred to in this Special By-Law No. 1; and
- (b) The provisions of this by-law prevails to the extent of any inconsistency with by-law 25 dealing with Locks and by-law 3 dealing with Changes to Common Property.

7. Commencement Date

The rights and obligations conferred on you under this by-law in relation to any window safety device commence as and from the date of completion of the installation of that window safety device.

Special By-Law No. 2 – Weather Protection Devices

1. Introduction

This by-law grants you exclusive use and enjoyment of Weather Protection Devices in connection with your lot and imposes on you the obligation to maintain, repair and replace those Weather Protection Devices

2. Definitions

In this by-law:

Weather Protection Devices means all blinds, awnings, pergolas, vergolas, shades and other devices installed or to be installed to provide shade and protection from sun and weather to the windows, doors and open spaces of an individual lot and includes all associated equipment on any adjoining common property.

3. Operative Provisions

- (1) Each owner for the time being of each lot in the strata scheme shall have the right to install and use and the special privilege to retain Weather Protection Devices in their lot or in the adjoining common property to service the owner's lot, subject to the following terms and conditions:
 - (a) prior to installation of any Weather Protection Devices, the owner of a lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the strata committee not less than 14 days before the Weather Protection Devices are to be installed and must not install the Weather Protection Devices until the strata committee confirms in writing that the information provided by the owner is satisfactory;
 - (b) the style, design and finish of any proposed Weather Protection Devices must be consistent with the appearance of the rest of the building;
 - (c) the owner of any lot undertaking the installation of any Weather Protection Devices must obtain all necessary permits, licenses or consents required by the Local Council or any other relevant authority and by reason that the building is in a fire prone area, must comply with all fire safety requirements of the owners corporation, the Local Council or any other relevant authority for such installation including without limitation the manner of construction and type of materials used in such installation;
 - (d) the installation of any Weather Protection Device must be carried out in a proper and workmanlike manner by appropriately licensed and insured tradespersons;
 - (e) the Weather Protection Devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by an owner or occupier of a lot or any person lawfully using the common property;
 - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any Weather Protection Devices must be forthwith made good by the owner of the lot from which the damage results at no cost to the owners corporation;
 - (g) the owner shall inform the strata committee not later than 14 days before any Weather Protection Devices are to be replaced or renewed, which is to be undertaken to the same or similar standard as was originally undertaken;
 - (h) all paint, stain, and trim finishes applied to the Weather Protection Devices shall be and shall always remain, consistent with the materials and finishes in use throughout the remainder of building at no cost to the owners corporation;

- (i) the Weather Protection Devices shall not be, or become, or in any way construed to be common property and shall always remain the sole property of the owner for the time being of the lot they service;
 - (j) the owner of a lot serviced by Weather Protection Devices shall be responsible for the maintenance, repair, renewal and replacement of any such Weather Protection Devices, and the owner must ensure that the Weather Protection Devices are properly maintained and kept in good working order.
- (2) In the event that an owner or occupier of a lot serviced by any Weather Protection devices, after notice given by the owners corporation or strata committee, fails to comply with any matters set out in clauses 1(a) to (j) of this by-law, the owners corporation may terminate the right to keep installed such Weather Protection Devices and may require their removal by the owner of a lot.
- (3) In the event that an owner of a lot proposes the installation of any Weather Protection Device that, the strata committee acting reasonably believes is not consistent with the appearance of the rest of the building, then the proposal must be approved by a vote at general meeting before the owner is able to install the Weather Protection Device.

Special By-Law No. 3 – Minor Renovations

1. Introduction

This by-law permits a lot owner to carry out minor renovations and delegates to the strata committee the functions of the owners corporation to approve minor renovations under section 110 of the Act.

2. Definitions

In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015*;

"**minor renovations**" means the minor renovations specified in section 110 of the Act and clause 28 of the Regulation, including any work done by an owner to the common property in connection with the owner's lot for the following purposes:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls;
- (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (g) installing a rain water tank;
- (h) installing a clothes line;
- (i) installing a reverse cycle split system air conditioner;
- (j) installing double or triple glazed windows;
- (k) installing a heat pump;
- (l) installing ceiling insulation;

"**Regulation**" means the *Strata Schemes Management Regulation 2016*.

3. Strata Committee Approval

The owners corporation delegates to the strata committee its functions under section 110 of the Act to enable the strata committee to approve of minor renovations.

4. Rules for Minor Renovations

The owner of a lot must comply with the rules for minor renovations prescribed in section 110 of the Act.

5. Limits on Minor Renovations

Despite any other provision of this by-law, minor renovations cannot be any of the work specified in section 110(7) of the Act, namely:

- (a) work that consists of cosmetic work for the purposes of section 109 of the Act;
- (b) work involving structural changes;
- (c) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (d) work involving waterproofing;
- (e) work for which consent or another approval is required under any other Act;
- (f) work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law;
- (g) any other work prescribed by the Regulation for the purposes of sub-section 110(7) of the Act.

Special By-Law No. 4 – Cost Recoveries

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 **"by-laws"** means any by-laws in force in respect of the strata scheme;
- 2.2 **"cleaning costs"** means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 **"demand"** means a written demand from us to you;
- 2.4 **"denial of access"** means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;
- 2.5 **"denial of access costs"** means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 **"expenses"** means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, remedy expenses and repair costs;
- 2.7 **"false alarm"** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 **"false alarm expenses"** means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 **"fire alarm"** means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;
- 2.10 **"insurance increase"** means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;
- 2.11 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.12 **"invitee"** includes a guest or contractor;
- 2.15 **"lot"** means a lot in the strata scheme;
- 2.16 **"occupier"** means a person in occupation of a lot and includes a tenant;
- 2.17 **"owner"** means an owner of a lot;
- 2.18 **"recovery costs"** means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.19 **"remedy expenses"** means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.20 **"repair costs"** means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.21 **"Strata Act"** means the *Strata Schemes Management Act 2015*;
- 2.22 **"strata scheme"** means the strata scheme to which this by-law applies;
- 2.23 **"us"** or **"we"** means the owners corporation; and
- 2.24 **"you"** means an owner or occupier.

3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do anything that causes an insurance premium payable by us to increase.
- 4.7 You must not cause a denial of access.

5. General Obligations

- 5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.
- 5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

Special By-Law No. 5 – Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) Not used (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) Not used (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) Not used
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan

5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	<ul style="list-style-type: none"> (a) Not used (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) Not used (d) Not used
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) Not used

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) Not used (g) Not used (h) Not used
4. Entrance door	<ul style="list-style-type: none"> (a) door locks (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot

7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) Not used
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks (c) window lock keys



The seal of The Owners - Strata Plan 79413
 was affixed on 13/11/18
 in the presence of:

Signature:

Name: Michael Pollard

Authority: Strata Managing Agent.

Authorised by section 273 Strata Schemes
 Management Act 2015 to attest the affixing of the seal.

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

· *that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 79413 ... was affixed on ^13/11/2018.....
in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act*
2015 to attest the affixing of the seal.

Signature: Name: ..MICHAEL POLLARD..... Authority: ...STRATA MANAGING AGENT..

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Created 2016



Applicant:

Caputo Lawyers Pty Ltd
Po Box 185
ROZELLE NSW 2039

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

Certificate no:	ePC:19/3391	Delivery option:	
Certificate date:	26/08/2019	Your reference:	19/0246

Property:

Lot 10 S/P 79413
10/59 Bligh Street KIRRAWEE NSW 2232

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone E4 Environmental Living

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
- * 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 - Exempt & Complying Development 2018 applies to the land. The amendment proposes to make minor changes to the exempt and complying development provisions for the E4 Environmental Living zone contained in Sutherland Shire Local Environmental Plan 2015.

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 E4 Environmental Living**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

- (d) Prohibited:

Industries; Service stations; Warehouse or distribution centres;

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

3. Complying Development

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

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

Complying development may be carried out on the land under the

Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Medium Density Housing Code

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

(Note: All land in the Sutherland Shire is deferred from this code until the 31st of October 2019.)

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

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

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

This land has been wholly or partly identified as bush fire prone land under the Rural Fire Service's Bush Fire Prone Land Mapping for the Sutherland Shire. Chapter 39 of Sutherland Shire Development Control Plan 2015 sets controls for the development of Bush Fire Prone Land.

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

Some of the land to which this certificate relates is bushfire prone land as defined under the Environmental Planning and Assessment Act 1979.

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

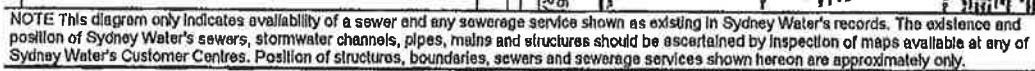
provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

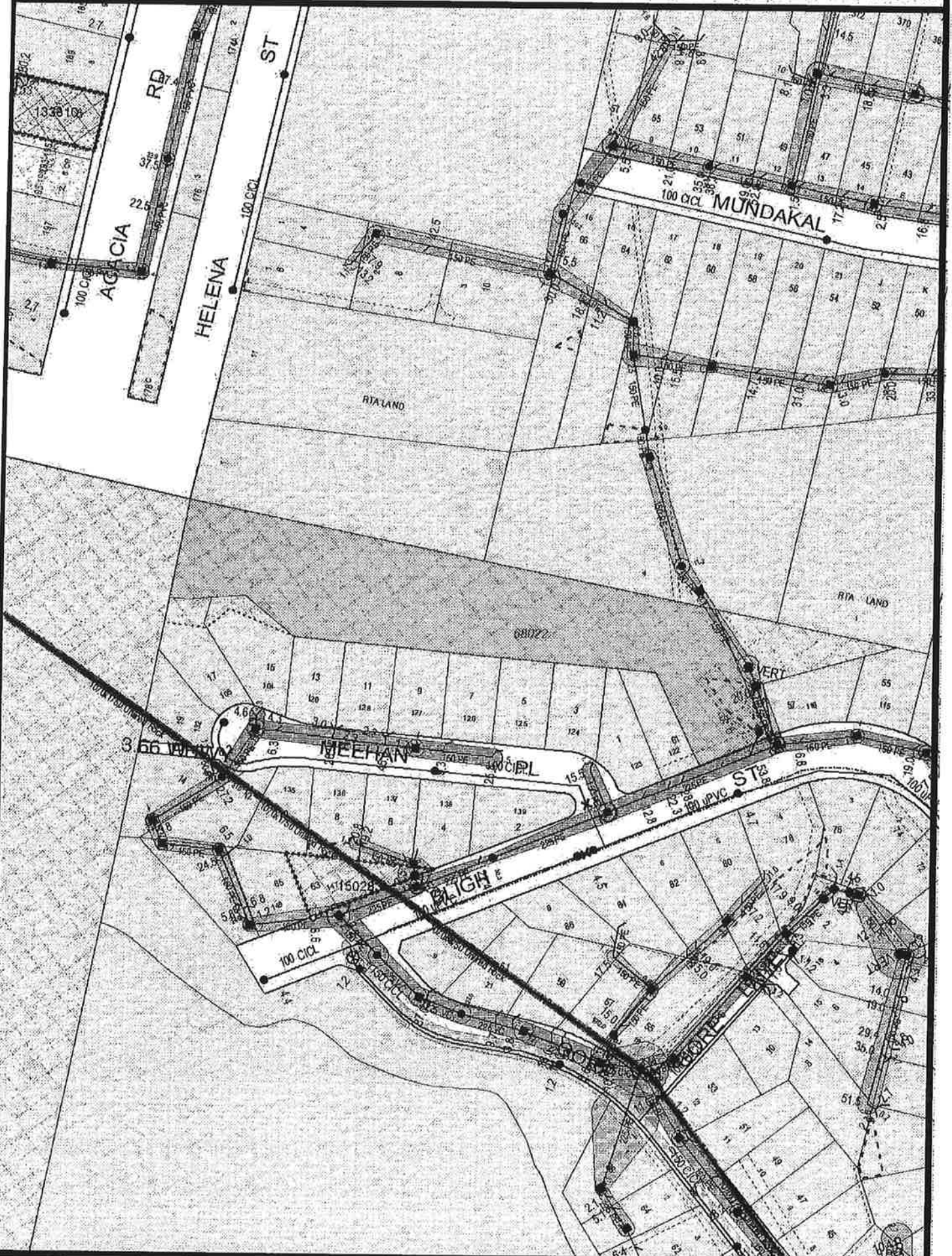
For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon
Manager Strategic Planning





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