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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Chase Property Group ABN 94 068 629 943** **13 Regent Street, Kogarah NSW 2217**	**Phone: 02 8567 5455** **Fax: 02 8567 5466**
co-agent		
vendor	**Paul Glenn Weeden** **69 Welling Drive, Narellan Vale NSW 2567**	
vendor's solicitor	**Mark Kelada and Associates** **49B/2 Slough Avenue, Silverwater NSW 2128** **PO Box 211, Ermington NSW 1700** **Email: andrew@kelada.com.au**	**Phone: 02 8883 4117** **Fax: 1300 118 829** **Ref: AK:9180905**
date for completion	**42 days after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**Unit 39, 37-43 Eastbourne Road, Homebush West NSW 2140** **Lot 39 in Strata Plan 84224** **Folio Identifier 39/SP84224**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor

price $

deposit $_____ (10% of the price, unless otherwise stated)

balance $

contract date (if not stated, the date this contract was made)

buyer's agent

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

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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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

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

Netstrata
298 Railway Parade, Carlton NSW 2218
Phone 1300 638 787

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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.

39/37-43 EASTBOURNE RD HOMEBUSH NSW 2140

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.

39/37-43 EASTBOURNE RD ROWELL SHORES 1714

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WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it 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.

SOLD BY LAND COUNTY RD HOMEBUSINESS 0140

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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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.

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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;

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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

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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.

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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

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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*.

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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

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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 earnt 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

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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.

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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.

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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

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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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*.

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

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31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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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 Clause 18 of 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 Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (2A), 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.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:
The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SPECIAL CONDITIONS

32. Amendments to standard clauses:

32.1 Clause 7.1.1 is deleted.
32.2 In Clause 16.7, the words "cash (up to $2,000.00) or" are deleted.
32.3 In Clause 16.5, delete the words "plus another 20% of that fee".
32.4 Clause 16.8 is amended to only refer to Bank Cheques.
32.5 Clause 18.7 is deleted.
32.6 In Clause 23.13, replace the word "vendor" with the word "purchaser".
32.7 In Clause 23.14, replace the word "purchaser" with the word "vendor" and delete the last sentence from that Clause.

33. Warranty as to agent:

The purchaser warrants that the purchaser was not introduced to nor induced or persuaded to purchase the property by any real estate agent other than the vendor's agent shown in the contract and the purchaser indemnifies the vendor against any claim by any other such real estate agent arising from a breach of the said warranty in respect of any commission due or alleged to be due to such other real estate agent. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

34. Condition of the property:

34.1 The purchaser warrants to the vendor that:

34.1.1 None of the vendor, the vendor's agent nor any other person on behalf of either of them has made any warranty or representation in respect of the property other than as expressly disclosed in this contract;

34.1.2 Because of the purchaser's own inspection and enquiries, the purchaser is satisfied as to the nature, quality, condition and state of repair of the property, accepts the property as it is and subject to all defects (latent and patent) and all dilapidation and infestation, and is satisfied as to the purposes for which the property may be used.

34.1.3 The purchaser may not make any objection, requisition or claim or delay completion of or rescind or terminate this contract because of anything relating to or connected with:

34.1.4 The nature, quality, condition or state of repair of the property including, without limitation, defects (latent or patent), dilapidation or infestation of the property or the fact that the improvements erected on the property may not comply with the Local Government Act or any Ordinances made there under; or

34.1.5 The purposes for which the property may be used; or

34.1.6 Infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and the date of completion; or

34.1.7 The roof or surface water drainage from the property being connected to a sewerage service; or

34.1.8 There being or not being an easement or other right in respect of a service referred to in clause 10.1.2; or

34.1.9 Any matter disclosed in this contract.

And shall not require the vendor to carry out any work on or in respect thereof.

35. Death, mental illness or bankruptcy:

35.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein:

35.1.1 Should either party or any one of them prior to completion, die or become mentally ill, then the vendor may rescind the within contract by notice in writing forwarded to the purchaser or his solicitor named in the within contract and thereupon the within contract shall be at an end and the provision of clause 19 shall apply; or

35.1.2 Should the purchaser, prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a partition for winding up or enter into any scheme of arrangement with its creditors or should any liquidator receiver or official manager be appointed in respect of the purchaser, then the purchaser shall be deemed to be in default of this contract and the provisions of clause 9 shall apply.

36. Particulars of Title:

The purchaser acknowledges that the particulars of title disclosed in this contract are sufficient to enable the purchaser to prepare the transfer and the purchaser shall not request the vendor to provide any further particulars of title pursuant to clause 4.

37. Encumbrances on Title:

No objection shall be taken nor requisition raised by reason of the fact that any encumbrance, mortgage or caveat noted on the title shall not have been discharged or withdrawn prior to settlement but the vendor shall on settlement hand over to the purchaser a proper discharge of any encumbrance or mortgage or withdrawal of any caveat in registrable form together with appropriate fees in respect thereof as the Land Titles Office may require.

38. Land Tax:

The vendor may direct the purchaser to produce a Bank Cheque from settlement funds on completion to pay for any outstanding land tax for the purpose of obtaining a clear certificate under Section 47 of the Land Tax Management Act 1956.

39. Purchaser not a Minor:

Each purchaser warrants to the vendor that he/she is over the age of 18 years.

40. Sewerage Diagrams:

40.1 In pursuance to the provisions of Clause 2 of Schedule 1 of the Conveyancing (Sale of Land) Regulation 2017, the vendor discloses to the purchaser that the copy of Sewer Diagram attached to this Contract is the only Sewer Diagram available from the appropriate sewerage authority in the ordinary course of administration.

40.2 The purchaser shall make no requisition objection or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing referred to in the copy Sewerage Service Diagram or any other diagram for the land from the appropriate sewerage authority annexed or by reason of any roof or surface water drainage being found to be connected to the sewers.

41. Notice to Complete:

41.1 Notwithstanding any other provision in this contract, the vendor and the purchaser expressly acknowledge and agree that:

41.1.1 The date being the date of expiration of the time nominated for completion of this contract in any notice to complete served pursuant to clause 15 shall be an essential date; and

41.1.2 A period of fourteen (14) days following the date of service of any notice to complete shall be deemed to be a reasonable time both in law and in equity for requiring completion of this contract and by such notice make time of the essence of this contract both at law and in equity.

41.1.3 If the purchaser does not complete by the completion date through no fault of the vendor and as a result, the vendor serves a Notice to Complete on the purchaser pursuant to this Special Condition, then the purchaser must pay the vendor's Licensed Conveyancer's cost of $220.00 (including GST) in relation to the Notice to Complete, which sum will be adjusted on completion.

42. Service by Facsimile:

Clause 20.6.5 of this contract is deemed to be deleted. In addition to the remaining provisions in clause 20 of this contract, a notice or document shall be deemed to have been sufficiently served for the purposes of this contract if the notice or document is sent by facsimile transmission (provided that the party on

which service is effected displays a facsimile number on their letterhead) and in any such case shall be deemed to be duly given or made when the transmission has been completed, and the production of a transmission report by the sender's facsimile machine shall be prima facie evidence of the time and fact of such transmission, except where:

(i) the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made that time; or

(ii) the time of dispatch of the facsimile is after 5.00pm on a day on which business is generally carried on in the place to which such notice or document is sent, in which case the notice or document shall be deemed to have been received by the recipient at the commencement of business of the next working day at such place.

43. Interest for late completion:

If completion does not occur on or before the completion date, as a result of the breach or default of the purchaser, and the vendor is ready, willing and able to complete on the completion date the vendor is entitled to recover from the purchaser as liquidated damages, payable on completion, interest on the balance purchase price at the rate of twelve per cent (12%) per annum calculated at a daily rate from the completion date to the actual date of completion inclusive, to compensate the vendor for the delay, to be added to the balance payable on completion.

44. Service of Transfer:

If the purchaser fails to serve the Transfer to the vendor within the time limited by clause 4.1, then the purchaser must pay the vendor's Licensed Conveyancer's cost of $165.00 (including GST) on completion, being additional costs incurred arising from the delay in service of the Transfer.

45. Settlement Cancellation:

If the purchaser's representative, for whatsoever reason, fails to turn up or cancels the settlement on the completion date without giving the vendor's Licensed Conveyancer at least one business day's notice, then the purchaser must at the actual settlement, pay the vendor's Licensed Conveyancer's cost of $88.00 (including GST) being additional costs incurred arising from such cancellation of settlement.

46. Release of deposit:

The purchaser hereby agrees to release the whole or any part of the deposit moneys to the vendor (if so required by the vendor) to be used by the vendor for any of the following purposes:

(1) To pay as deposit on an alternative property that the vendor may be purchasing;

(2) To pay any Stamp Duty that may be payable on an alternative property that the vendor may be purchasing.

The provision of this Special Condition is sufficient authority on the Real Estate Agent to release such moneys.

47. Partial instalment deposit of less than ten per centum (10%):

Both vendor and purchaser agree that ten per centum (10%) of the purchase price is payable as deposit by the purchaser to the vendor by the Completion Date.

It is an essential condition to this contract that if a partial instalment deposit of less than ten per centum (10%) of the purchase price is accepted by the vendor on exchange of this contract, then the residual instalment of the ten per centum (10%) deposit is due and payable by the purchaser to the vendor by the Completion Date.

The provisions of this Special Condition shall not merge on Completion.

48. Consumer Credit:

The purchaser expressly warrants to the vendor that the purchaser has not made known to the vendor, or to any person, representative or agent acting on behalf of the vendor, that the purchaser requires credit to enable him to complete this Agreement or that this Agreement is subject to finance.

49. Requisitions on Title:

The purchaser agrees and acknowledges that any general Requisitions on Title to be submitted to the vendor shall be consistent with the form attached to this contract.

50. Settlement Venue:

If the vendor holds the original Title Deeds, then settlement will be effected at the office of the vendor's Licensed Conveyancer noted on the front page of this contract, at no cost to the purchaser, or alternatively, on the purchaser's request, at an agreed settlement venue within Sydney's CBD area and the purchaser must pay $88.00 (including GST) settlement fee to the vendor's Licensed Conveyancer on completion.

51. Guarantee (Applicable to Corporate Purchasers only)

51.1 The Guarantor by execution of the contract expressly and unconditionally guarantees to the vendor the due and punctual payment by the purchaser to the vendor of the Purchase Price and all other moneys which are or may now or shall at any time be or become owing or payable by the purchaser to the vendor hereunder and the due and punctual performance by the purchaser of all of the terms, conditions, covenants and obligations on its part to be performed or observed herein and the Guarantor hereby indemnifies and shall keep

indemnified the vendor from and against all loss, damage, cost and expense which may be suffered or incurred by the vendor in consequence of or in relation to or arising out of any default by the purchaser under any of the provisions of this contract.

51.2 This guarantee shall be a continuing guarantee and shall remain in force and effect notwithstanding the liquidation of or the appointment of a receiver or a receiver and manager or a scheme manager or an administrator or a controller of the assets of the purchaser and shall be irrevocable and shall remain in force and effect until the whole of the Purchase Price and all other moneys payable to the vendor under the terms of this contract shall have been paid and satisfied in full and the discharge, extinguishment or postponement by liquidation, operation of laws, act of the parties or otherwise of the whole or any part of the indebtedness of the purchaser to the vendor hereunder shall not impair or affect the liability of the Guarantor hereunder nor shall this guarantee or any of the covenants set forth in this Special Condition merge on completion of this contract.

51.3 This guarantee and the liability of the Guarantor hereunder shall not be affected, prejudiced or abrogated by the granting of time, credit or other indulgence or concession by the vendor to the purchaser or by any variation of or alteration of or modification to the terms of this contract whether with or without the consent of the Guarantor.

52. Vacant possession:

If the contract is subject to vacant possession and a tenant is in occupation of the property at time of exchange of contracts, then the purchaser acknowledges and agrees to allow the vendor sufficient time to take appropriate measures to arrange for vacant possession of the property. The purchaser shall make no requisition objection or claim for compensation in this regard and cannot require completion until the tenant has vacated. Completion to be effected within three (3) business days from the date the vendor notifies the purchaser in writing that the property is vacant.

53. Vendor disclosure:

53.1 The vendor discloses that the subject property may be bush fire prone land. The purchaser shall make no requisition objection or claim for compensation in regards to this disclosure.

54. GST:

54.1 The Purchaser warrants that the property will be used predominantly for residential purposes and has no intention to subdivide or develop same. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This Special Condition shall not merge on completion.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

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

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
    (a) orders of the Tribunal;
    (b) notices of or investigations by the Owners Corporation;
    (c) notices or orders issued by any Court; or
    (d) notices or orders issued by the Council or any public authority or water authority,

    affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
    (a) a collective sale of the strata scheme; or
    (b) a redevelopment of the strata scheme?

    If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

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

Capacity

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

Requisitions and transfer

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

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 39/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
27/9/2018	11:58 AM	4	1/9/2018

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

LAND

LOT 39 IN STRATA PLAN 84224
AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

PAUL GLENN WEEDEN (TZ AH807012)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84224
2 AH807013 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 27/09/2018 11:58:16

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
27/9/2018	2:00 PM	9	20/4/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84224 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84224

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84224
ADDRESS FOR SERVICE OF DOCUMENTS:
'CENTENARY APARTMENTS'
37-43 EASTBOURNE ROAD
HOMEBUSH WEST 2140

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 Z178851 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
3 Z137357 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4 Z181509 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
5 DP1154798 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 SP84224 POSITIVE COVENANT
7 AN281236 CONSOLIDATION OF REGISTERED BY-LAWS
8 AN281236 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	215	2	209	3	212	4	209
5	209	6	212	7	212	8	215
9	212	10	207	11	207	12	207
13	223	14	215	15	223	16	209
17	207	18	207	19	207	20	207
21	207	22	209	23	204	24	207

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP84224 PAGE 2

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

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	207	26	212	27	201	28	201
29	201	30	201	31	184	32	215
33	212	34	209	35	187	36	187
37	209	38	212	39	215	40	184
41	184	42	207	43	229	44	207
45	234	46	238	47	179	48	234

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

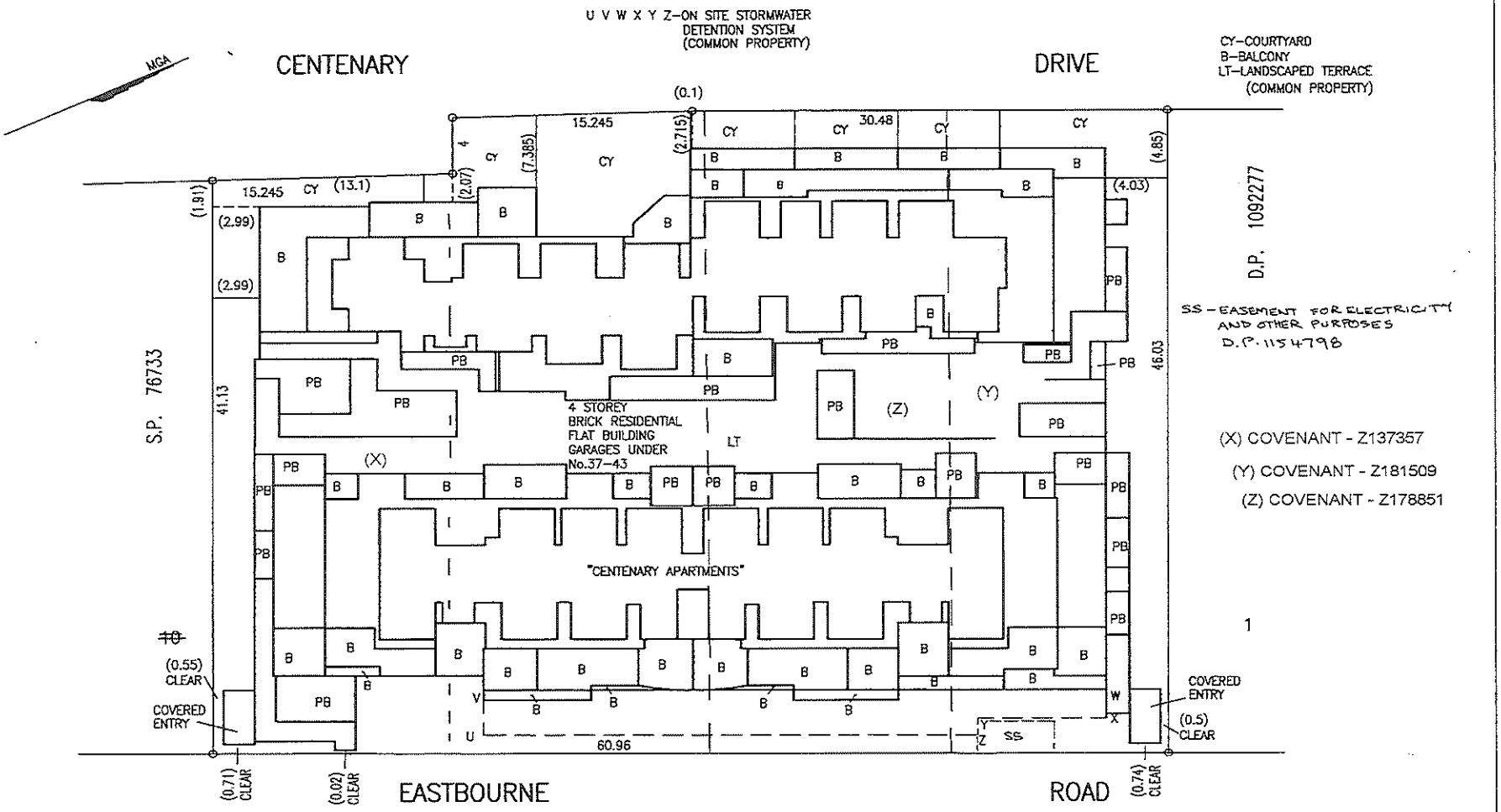
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Your Searching Partner

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 7 sheets



LOCATION PLAN

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 202052-2 Subdivision No : SC 1508 Lengths are in metres. Reduction Ratio 1 : 250	Registered 2.9.2010	SP84224 P

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:1 of 10
Ref:WEEDEN /Src:M

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:2 of 10
Ref:WEBDEN /Src:M

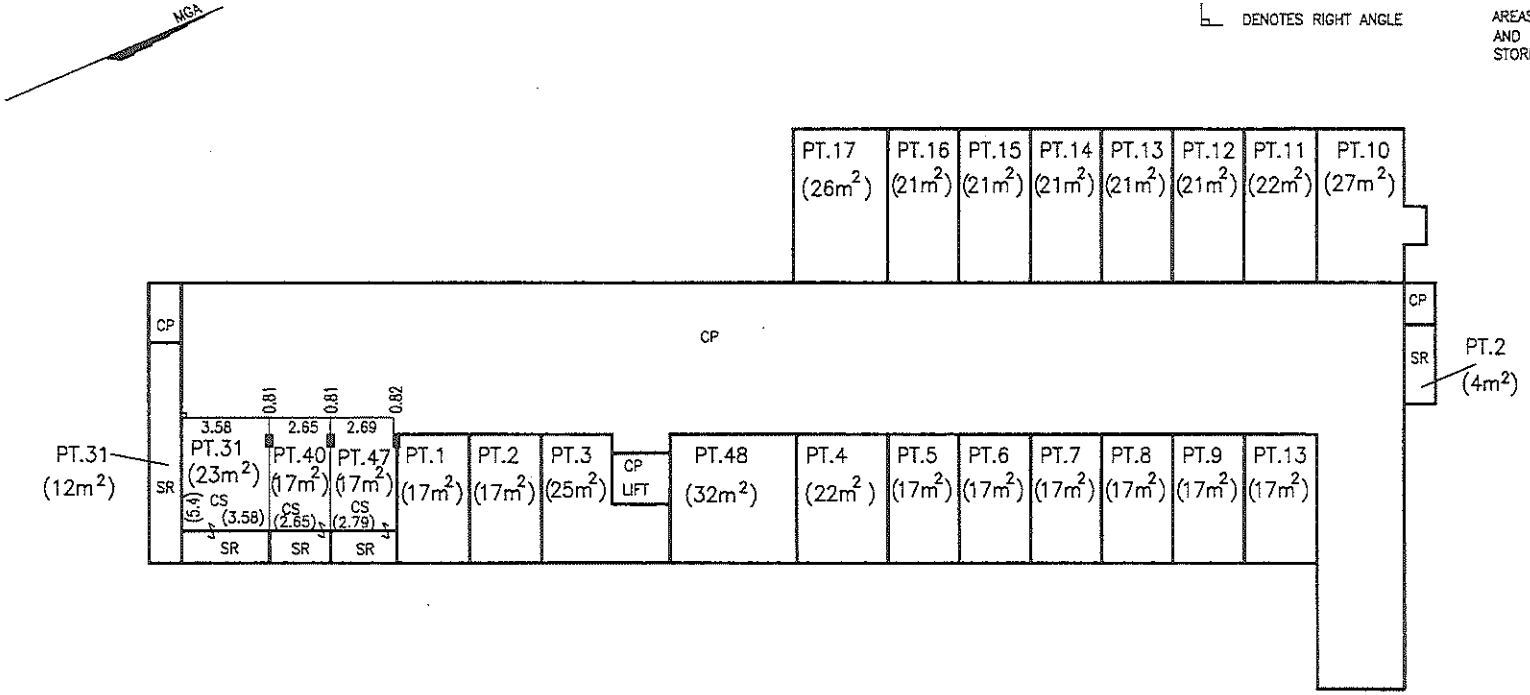
DENOTES FACE OF COLUMN

DENOTES CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

SR–STOREROOM
CS–CAR SPACE
CP–COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE AREAS OF STOREROOMS.

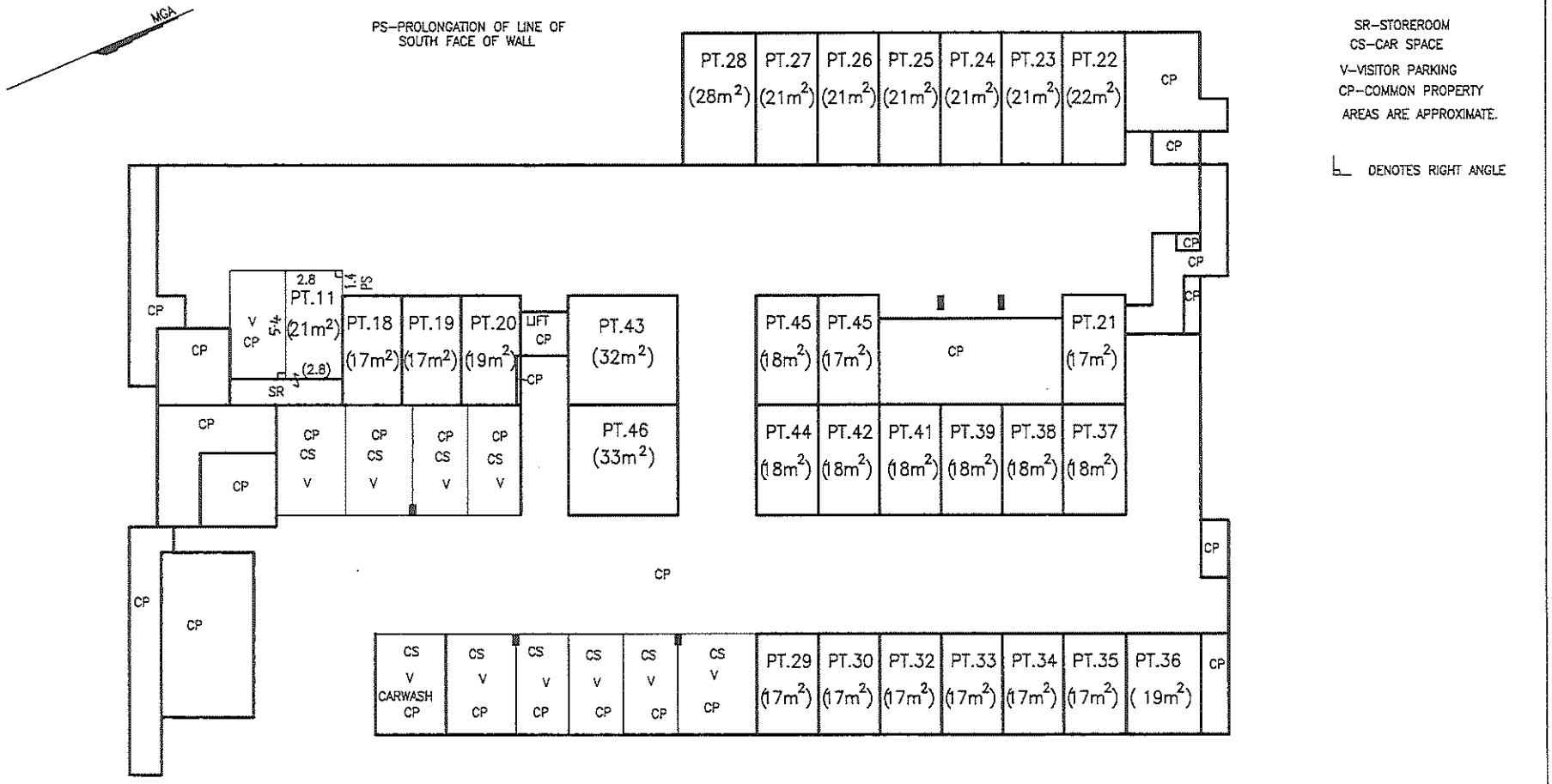


BASEMENT CAR PARKING/GARAGES
(LOWER)

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 202052-2 Subdivision No : SC 1508 Lengths are in metres. Reduction Ratio 1 : 200	Registered 2.9.2010	SP84224

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:3 of 10
Ref:WEEDEN /Src:M



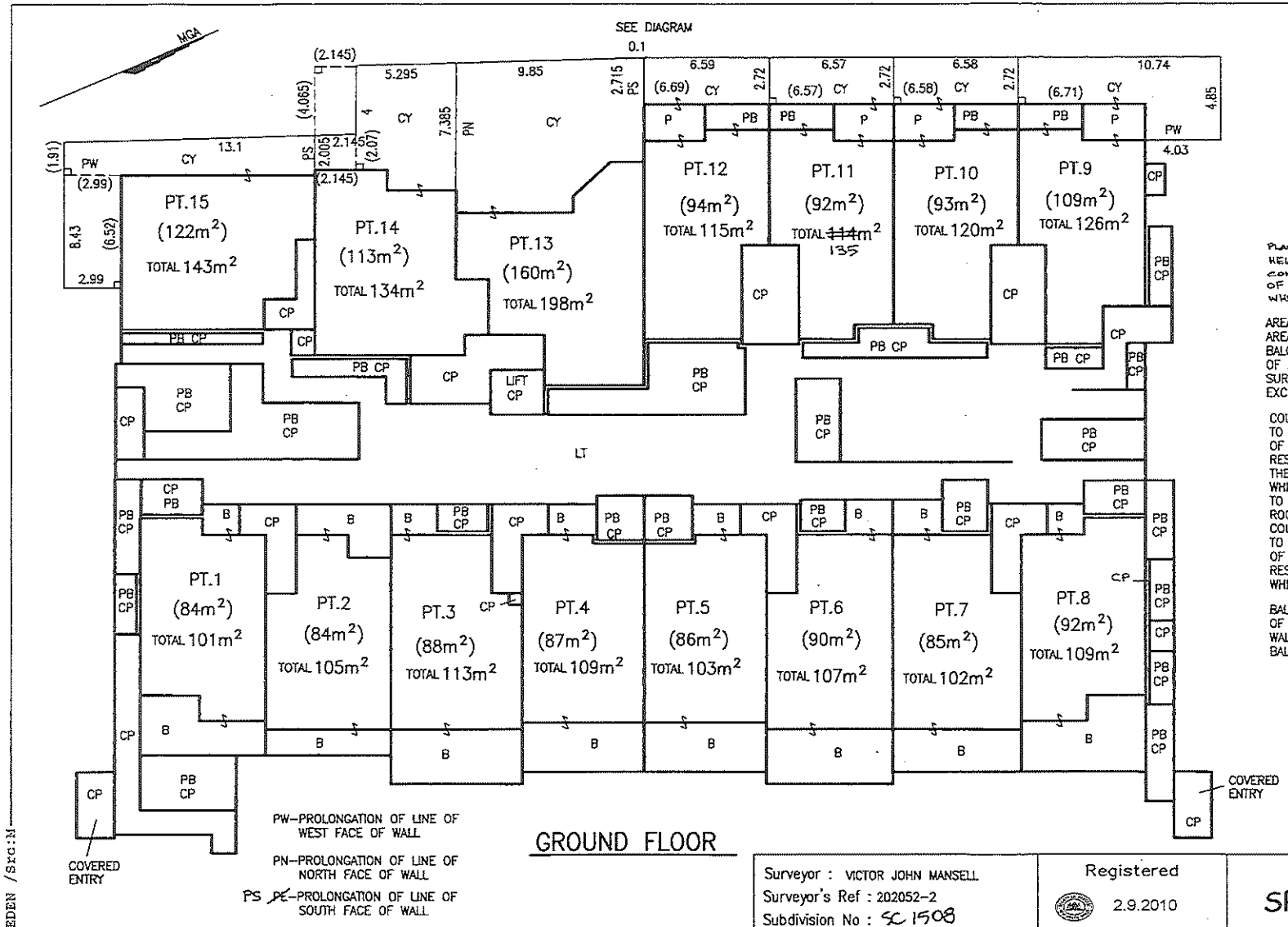
BASEMENT CAR PARKING/GARAGES

(UPPER)

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 202052-2 Subdivision No : SC1508 Lengths are in metres. Reduction Ratio 1 : 200	Registered 2.9.2010	SP84224

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:4 of 10
Ref:WEBDEN /Src:M



GROUND FLOOR

PW—PROLONGATION OF LINE OF WEST FACE OF WALL

PN—PROLONGATION OF LINE OF NORTH FACE OF WALL

PS ~~PE~~—PROLONGATION OF LINE OF SOUTH FACE OF WALL

P—COVERED PORCH
CY—COURTYARD
CP—COMMON PROPERTY
B—BALCONY
PB—PLANTER BOX
LT—LANDSCAPED TERRACE (COMMON PROPERTY)

DENOTES RIGHT ANGLE

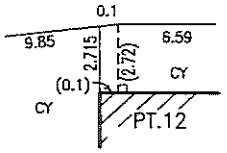
PLANTER BOXES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH PLANTER BOX EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND INCLUDE AREA OF COURTYARDS AND BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

COURTYARDS ARE LIMITED IN DEPTH TO 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE THERE IS A GARAGE BELOW IN WHICH CASE THEY ARE LIMITED TO THE UPPER SURFACE OF THE ROOF.
COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE COVERED.

BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

DIAGRAM
(NOT TO SCALE)



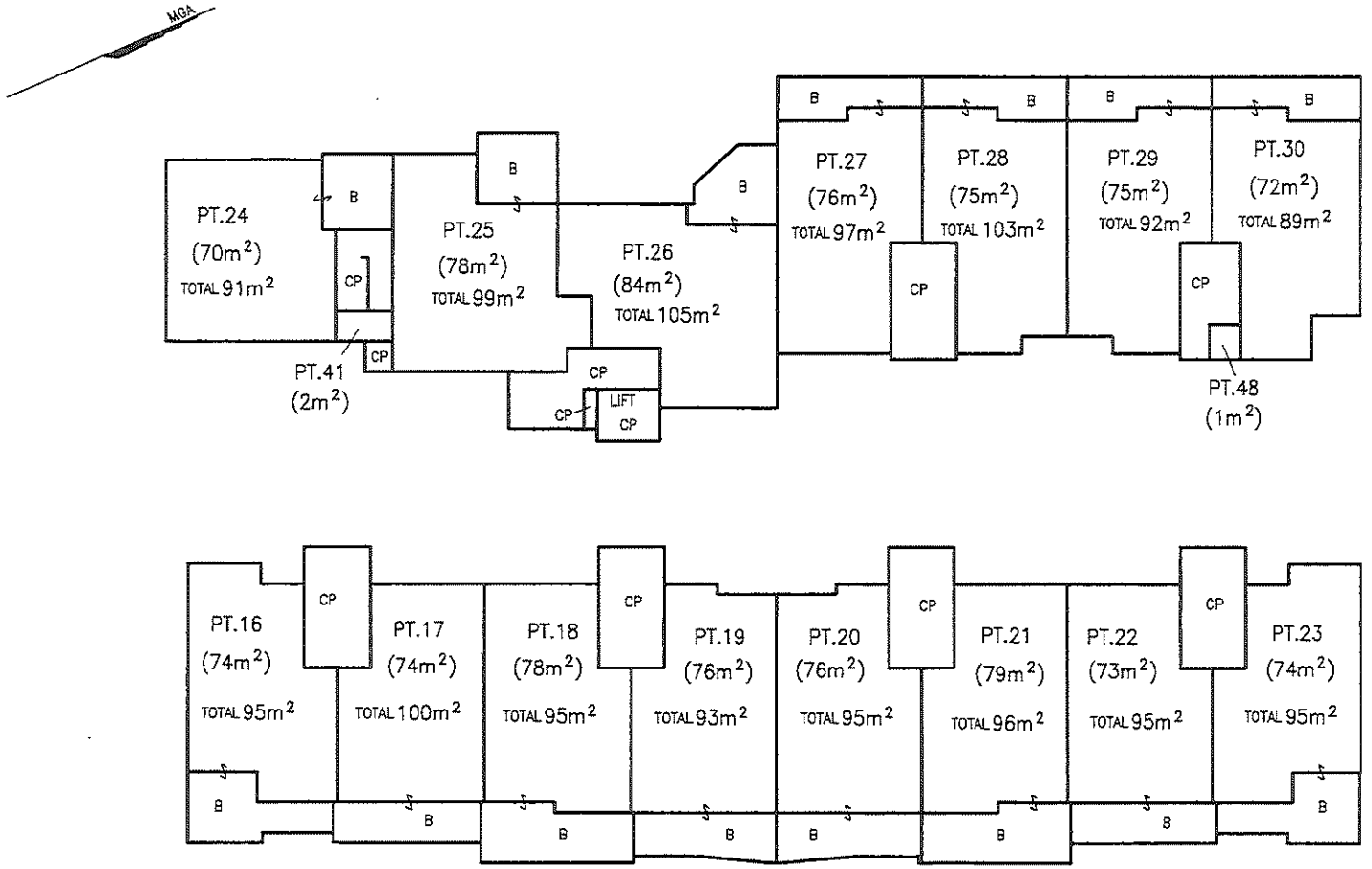
Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 202052-2
Subdivision No : SC 1508
Lengths are in metres. Reduction Ratio 1 : 200

Registered
2.9.2010

SP84224

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:5 of 10
Ref:WEEDEN /Src:M



B–BALCONY
CP–COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

FIRST FLOOR

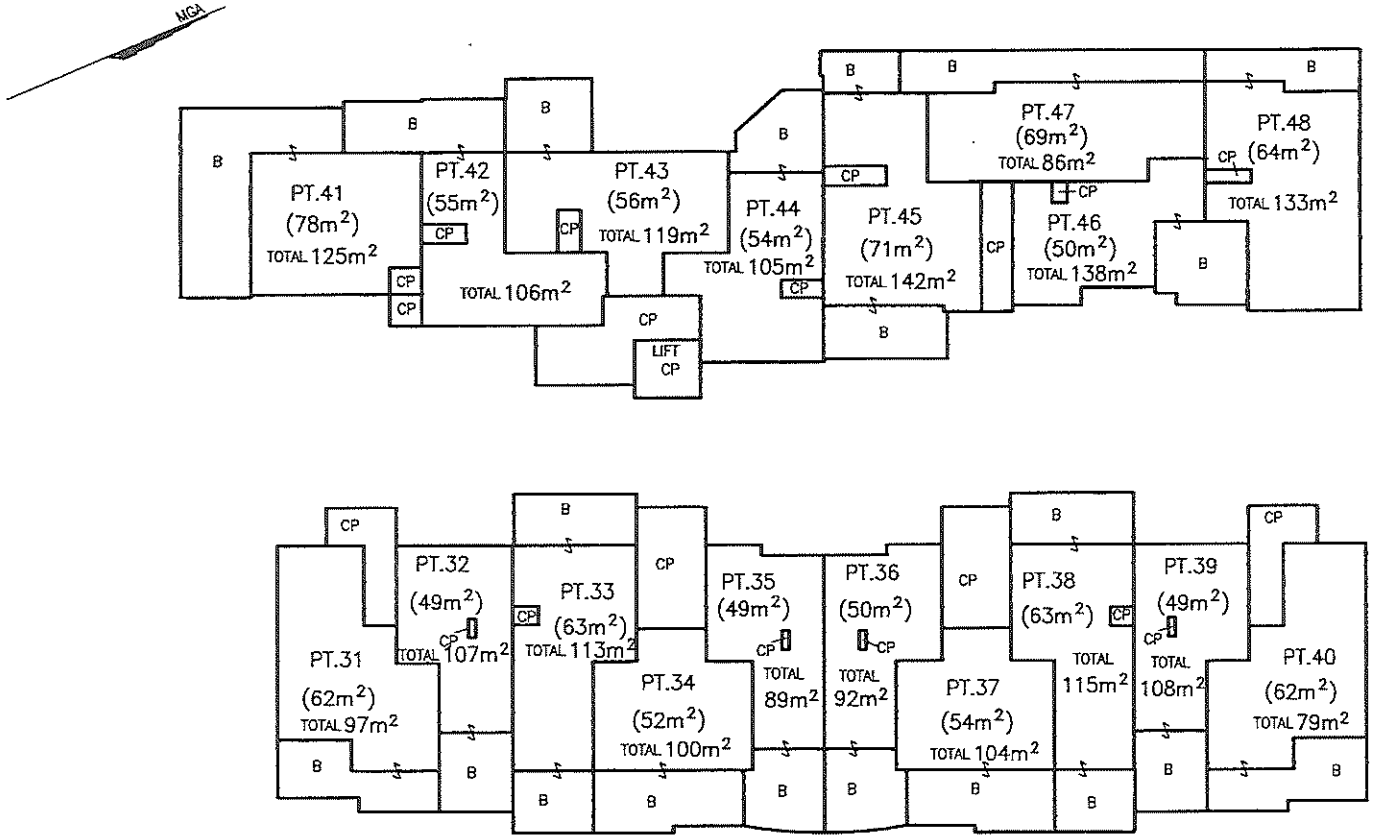
Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 202052–2
Subdivision No : SC 15708
Lengths are in metres. Reduction Ratio 1 : 200

Registered 2.9.2010

SP84224

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:6 of 10
Ref:WEEDEN /Src:M



CP--COMMON PROPERTY

B--BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

SECOND FLOOR

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 202052-2
Subdivision No : SC 1508
Lengths are in metres. Reduction Ratio 1 : 200

Registered 2.9.2010

SP84224

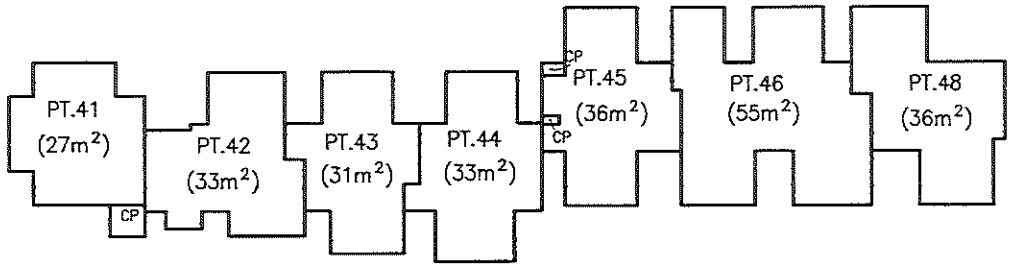
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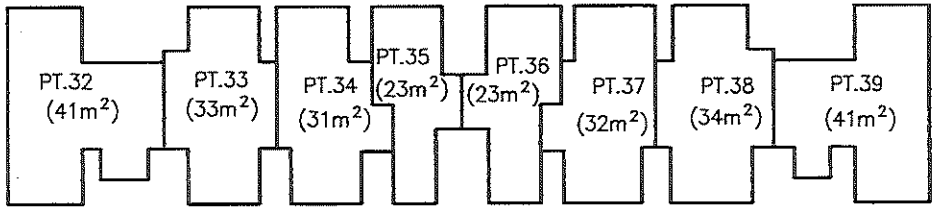
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Ref:WEEDEN /Src:M

MGA

CP—COMMON PROPERTY

AREAS ARE APPROXIMATE.





THIRD FLOOR

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 202052-2 Subdivision No : SC 1508 Lengths are in metres. Reduction Ratio 1 : 200	Registered 2.9.2010	SP84224

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

*OFFICE USE ONLY

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No SP84224
"CENTENARY APARTMENTS"
37-43 EASTBOURNE ROAD,
HOMEBUSH WEST 2140

use only

SP84224 S

Office use only

Registered: 2.9.2010

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

*Residential Model By-laws adopted for this scheme
Keeping of Animals: Option A/~~B/C~~
*~~Schedule of By-laws in ... sheets filed with plan~~
*~~No By-laws apply~~
*Strike out whichever is inapplicable

Strata Certificate (Approved Form 5)

~~(1) I, the Council of~~

*The Accredited Certifier, GORDON WREN
Accreditation No. BPB 0447

has made the required inspections and is satisfied that the requirements of:

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes ((Freehold Development) Regulation 2007,

~~*(b) Section 66 or 66A Strata Schemes (Freehold Development) Act 1986 and clause 30A Strata Schemes ((Freehold Development) Regulation 2007~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) The Accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~*(3) The strata plan is part of a development scheme~~
The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) The building encroaches on a public place and;

*(a) The Council does not object to the encroachment of the building beyond the alignment of .....

*(b) The Accredited Certifier is satisfied that the building complies with a relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s)..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 66 of the Strata Schemes (~~Leasehold Development~~) Act 1986.

Date 29 JULY 2010

Subdivision No. SC1508

Relevant Development Consent No. 2010/023

Issued by STRATHFIELD COUNCIL

~~Authorised Person/General Manager~~/Accredited Certifier

*Strike through if inapplicable.
*Insert lot numbers of proposed utility lots.

LGA: STRATHFIELD

Locality: HOMEBUSH WEST

Parish: LIBERTY PLAINS

County: CUMBERLAND

SURVEYOR'S CERTIFICATE

I, VICTOR JOHN MANSELL OF W. BUXTON P/L

of 76 WILLISON ROAD, CARLTON NSW 2218

a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

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

(2) ~~(a) the building encroaches on a public place;~~
~~*(b) the building encroaches on land (other than a public place) and on appropriate easement has been created by ..... to permit the encroachment to remain.~~

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

Signature: V. Mansell

Date: 10/6/2010

*Strike through if inapplicable.
*Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.

SURVEYOR'S REFERENCE: 202052-2

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals.

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:9 of 10
Ref:WEEDEN /Src:M

FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

SP84224

Registered: 2.9.2010

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: SC 1508 Date: 29 July 2010

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	215	17	207	33	212
2	209	18	207	34	209
3	212	19	207	35	187
4	209	20	207	36	187
5	209	21	207	37	209
6	212	22	209	38	212
7	212	23	204	39	215
8	215	24	207	40	184
9	212	25	207	41	184
10	207	26	212	42	207
11	207	27	201	43	229
12	207	28	201	44	207
13	223	29	201	45	234
14	215	30	201	46	238
15	223	31	184	47	179
16	209	32	215	48	234
AGGREGATE					10000

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

(If insufficient space use additional annexure sheet)

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

1. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

SURVEYOR'S REFERENCE: 202052-2

Req:R337194 /Doc:SP 0084224 P /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:10 of 10
Ref:WEEDEN /Src:M

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

SP84224

Registered: 2.9.2010

OFFICE USE ONLY

Strata Certificate Details: Subdivision No: SC 1508 Date: 29 JULY 2010

ABN: 60 127 499 099
ARIF GROUPS PTY LTD
SOLE DIRECTOR/SECRETARY

ABN: 77 099 296 401
EASTBOURNE DEVELOPMENTS PTY LTD
SOLE DIRECTOR/SECRETARY

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. A.C.N. 050 494 454 by its Attorneys: WARWICK JAMES TINGLE and ... as duly constituted Attorneys under Power of Attorney No 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

An Officer of the Bank
INGRID LIPOR

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

Signature

WARWICK JAMES TINGLE
Name and Title (please print)
SENIOR MANAGER BUSINESS CREDIT

SURVEYOR'S REFERENCE: 202052-2

Req:R337199 /Doc:SP 0084224 B /Rev:06-Sep-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 11:58 /Seq:1 of 2
Ref:WEEDEN /Src:M

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

SP84224 B

PART 1

Plan of Subdivision of Lot 100 in D.P.1150192
covered by Strata Certificate No. SC1508
of

Full name and address of proprietor of the land

EASTBOURNE DEVELOPMENTS PTY LIMITED and ARIF GROUPS PTY LIMITED of PO Box 370 Earlwood NSW 2206

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive Covenant	Common Property	Strathfield Municipal Council

PART 2

Terms Of Positive Covenant Firstly Referred To In The Abovementioned Plan.

The stormwater detention facility as described by the plans of LMW Design Group Pty Limited, Plan No's D1, D2, D3 and D4, Job No MET 0206 Rev. A, of Strathfield Council Development Application No. 0203/194 and the conditions of such consent, shall not be altered or removed in whole or in part without written approval of Strathfield Council.

The registered proprietor are to maintain the stormwater detention facility in working condition.

The pit and pump drainage system shall be inspected annually by an approved tradesperson/Engineer. The approved tradesperson/Engineer shall certify to Council annually that the system has been checked and is fully operational.

Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.

In the event of the registered proprietors not complying with the notice, Council or its authorised agents may enter and carry out specified work, and recover the costs due.

Approved by Strathfield Municipal Council

.....
Authorised Person

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

SP84224

Plan of subdivision of Lot 100 in D.P.1150192
covered by Strata Certificate No. SC1508
of

Name Of Person Whose Consent Is Required To Release The Positive Covenant Firstly Referred To In The Abovementioned Plan

Strathfield Municipal Council

Executed by EASTBOURNE DEVELOPMENTS PTY LIMITED
ABN 73 099 296 901

Sole Director

by

Secretary

Executed by ARIF GROUPS PTY LIMITED

ABN 80 127 499 049

Sole Director

by

Secretary

EXECUTED by BANK OF WESTERN AUSTRALIA LTD, A.C.N. 050 494 454 by its Attorneys: WARWICK JAMES TINGLE and its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

An Officer of the Bank
INGRID LIPOVZ.

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

Signature

WARWICK JAMES TINGLE

Name and Title (please print)
SENIOR MANAGER BUSINESS CREDIT

Approved by Strathfield Municipal Council

Authorised Person

REGISTERED 2.9.2010

Req:R340735 /Doc:DL Z178851 /Rev:26-Aug-1997 /Sts:CO.OK /Pgs:ALL /Prt:27-Sep-2018 17:11 /Seq:1 of 5
Ref:WEEDEN /Src:M

RP 10A

STAMP DUTY

OFFICE USE ONLY

Z 178851

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T | 2 of 2 | $ 47 | R 2/2

DESCRIPTION OF LAND Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 3273 FOLIO 98 & NOW BEING PART OF LAND COMPRISED IN FOLIO 15/18/827	~~PART~~ BEING LOT 73 DP774580	FLEMINGTON

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

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 24 DP774580		LOT 73 DP774580	

TRANSFEROR Note (c)

HIEP LAP LENH of 39 Eastborne Road, Homebush West

Note (d) (the above-named TRANSFEROR) hereby acknowledges receipt of the consideration of $ 45,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE Note (c)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

TENANCY Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES Note (f)

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

Note (g) AND the TRANSFEROR,—

(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto

(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g) AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 27th July 1990

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

EXECUTION Note (h)

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

.....
Signature of Witness

E. S. HARRIS
Name of Witness (BLOCK LETTERS)

Bankstown Police
Address and Occupation of Witness

.....
Signature of Transferor

Note (h) Signed in my presence by the Transferee who is personally known to me.

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and occupation of Witness

J.F. Barlow
Solicitor for ~~XXXXX~~
Signature of Transferee

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

LODGED BY BARLOW ASSOCIATES DX 1459 SYDNEY

Ref: 725B
Delivery Box Number

LOCATION OF DOCUMENTS: CT / OTHER

Herewith
In L.T.O. with
Produced by 7,7,4

OFFICE USE ONLY

Checked	Passed	REGISTERED	Secondary Directions
EW2	RF2'	28 AUG 1990	
Signed	Extra Fee		Delivery Directions

RP 13A
1987

~~SCHEDULE ONE HEREINBEFORE REFERRED TO~~

The Transferor hereby grants/reserves

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

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

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 73 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 24 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

RP 13A
1997

~~SCHEDULE THREE HEREINBEFORE REFERRED TO~~

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

(For continuation of SCHEDULE(S) see annexure(s) hereto)

RP 13A
/1997

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left-hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks

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

(a) Description of land.

(i) TORRENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g. 135/SP12345 or Vol. 12634 Fol. 126.
(ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word 'WHOLE' and insert the lot and plan number, portion, &c. See also section 327 and 32 AA of the Local Government Act, 1919.
(iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chatsbury. If the locality is not shown, insert the Parish and County, e.g., Pitt Water Co Picot.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g. 135/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

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

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY
(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of the partner) is to be typewritten or printed adjacent to his/her signature.
Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY
(iii) If the transfer is executed by an attorney on behalf of a party pursuant to a registered power of attorney, the form of execution must set out the full name of the attorney and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or executor or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ".

AUTHORITY
(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

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

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

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

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

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

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(D) DIRECTION	(C) NAME
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES AS TO LOT 73 IN DP774580 AND
		HIEP LAP LENH AS TO LOT 24 IN DP774580

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		AFFECTING LOT 24 IN DP774580
	ON	AA		LOT 73 IN DP774580 IS ACQUIRED
				FOR CONTROLLED ACCESS ROAD
	ON	ZR		being Lot 73 in DP774580. New
				folio issued for Lot 24 in DP774580
	CT		NOCT	

AUSDOC Commercial & Law Stationers P/L 1989

Req:R340736 /Doc:DL Z137357 /Rev:19-Aug-1997 /Sts:OK.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:1 of 5
Ref:WEEDEN /Src:M

RP 13A

STAMP DUTY (1)

OFFICE USE ONLY

Z 137357

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T A 1 of 1 B R 1

$ 56

DESCRIPTION OF LAND Note (a)

LAND being transferred

Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 2229 FOLIO 216	~~WHOLE~~ Being Lot 10 in Deposited Plan 800516	FLEMINGTON

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

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 9 DP800516		LOT 10 DP800516	

TRANSFEROR Note (c)

RONALD FRANCIS HOLLEY of 43 Eastbourne Road, Homebush West

D

Note (d) (the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 75,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE Note (e)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

as joint tenants/tenants in common

OFFICE USE ONLY

OVER

TENANCY Note (e)

PRIOR ENCUMBRANCES Note (f) subject to the following PRIOR ENCUMBRANCES 1. ..... 2. ..... 3. .....

Note (g) AND the TRANSFEROR:—
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g) AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 13th July 1990

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

EXECUTION Note (h)

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

A.B. TOROK
Signature of Witness

38 Railway Pde.
Name of Witness (BLOCK LETTERS)

Burwood SOLICITOR.
Address and Occupation of Witness

R. F. Holley
Signature of Transferor

Note (h) Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for J.F. Barlow
Signature of Transferee

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

LODGED BY BARLOW ASSOCIATES DX 1459 SYDNEY

Ref.:

Delivery Box Number 725 B

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith.
		In L.T.O. with
/		Produced by 96/N

OFFICE USE ONLY

Checked	Passed	REGISTERED ~~7 AUG 1990~~
0 18/7/12		1 AUG 1990
Signed	Extra Fee	

Secondary Directions

Delivery Directions

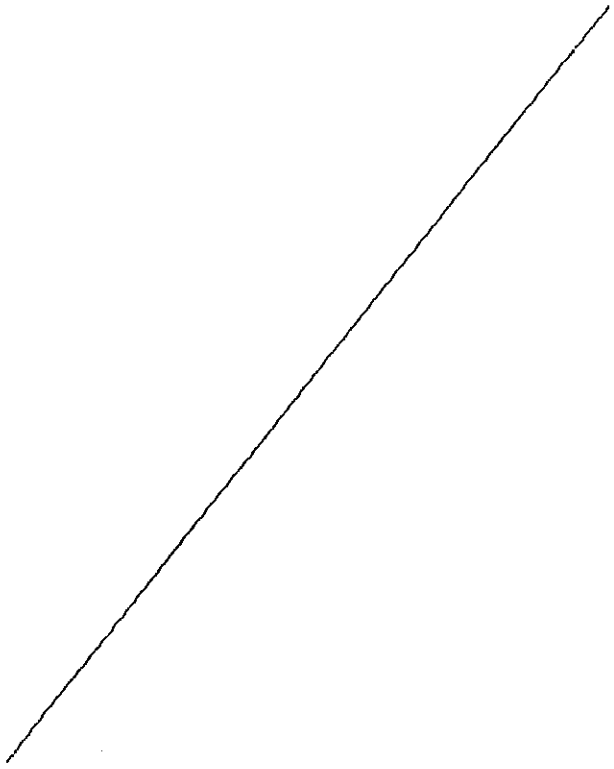
ICR A2. Documents complete 8/8/96

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

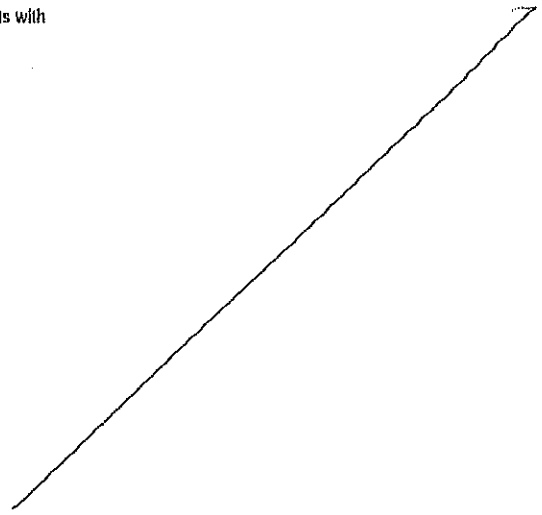
Notes (k) and (l)



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

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



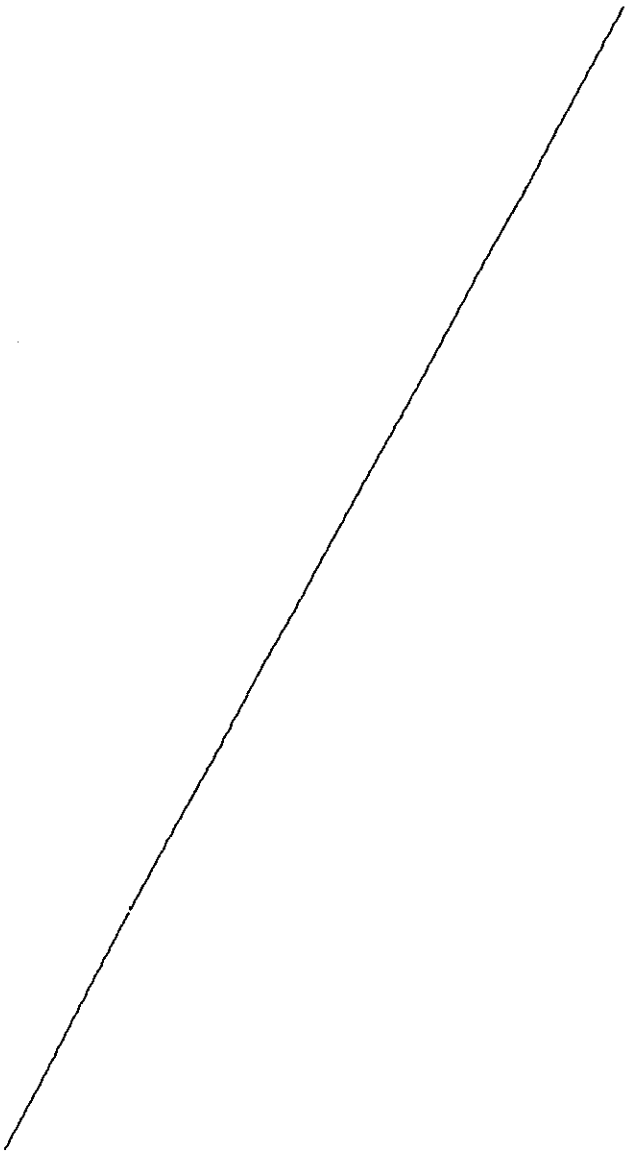
SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 10 in Deposited Plan 800516 being part of the land contained in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 9 in Deposited Plan 800516 being part of the land in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

RP 13A
1997

SCHEDULE THREE HEREINBEFORE REFERRED TO

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



(For continuation of SCHEDULE(S) see annexure(s) hereto)

RP 13A
1987

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left-hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks

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

(a) Description of land.

(i) TORRENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g., 135/SP12345 or Vol. 12634 Fo. 126.
(ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
(iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chatsbro. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

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

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY
(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.
Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY
(iii) Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900. The form of attestation must set out the full name of the attorney, and the form of execution if the transferor is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ".

AUTHORITY
(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

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

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

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

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

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

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(D) DIRECTION	(G) NAME
2229-216	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES
		AS TO LOT 10 IN DP800516 AND RONALD FRANCIS
		HOLLEY AS TO LOT 9 IN DP800516.

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTTN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		AFFECTING PART BEING LOT 9 IN
				DP800516.
	ON	AA		LOT 10 IN DP800516 IS REQUIRED
				FOR ROAD.
	ON	ZR		BEING LOT 10 IN DP800516.
				NEW FOLIO ISSUED FOR LOT 9 IN
				DP800516.
	CT		NOCT	

AUSDOC Commercial & Law Stationers Pty. Ltd. 1989

Req:R340737 /Doc:DL Z181509 /Rev:02-Sep-1997 /Sts:OK.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:1 of 6
Ref:WEEDEN /Src:M

RP 13A

STAMP DUTY

[redacted]

Z 181509

OFFICE OF STATE REVENUE (NSW TREASURY) 1990/01 S4 NO STAMP DUTY IS PAYABLE ON THIS INSTRUMENT

TRANSFER (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T 3 | 2 of 2 | Y | $ 47 | R 3/2

DESCRIPTION OF LAND Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 3139 FOLIO 126 Vol 16/48/829	WHOLE Being Lot 74 in Deposited Plan 774580	FLEMINGTON

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

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Lot 25 DP774580		Lot 74 DP774580	

TRANSFEROR Note (c)

PETER DOUGLAS ROSS of 37 Eastbourne Road Homebush West and ANNETTE MARY ROSS of the same address

Note (d) (the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 62,500.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE Note (e)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

TENANCY Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES Note (f)

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

Note (g) AND the TRANSFEROR:—

(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g) AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 2nd August 1990

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

EXECUTION Note (h)

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

Signature of Witness

HARLEY TARRANT

Name of Witness (BLOCK LETTERS)

SOLICITOR GRANVILLE WEST

Address and Occupation of Witness

Signature of Transferor

Note (h) Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for the

Signature of Transferee J.F. Barlow

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

LODGED BY

BARLOW ASSOCIATES
DX 1459 SYDNEY

Ref.:

Delivery Box Number 725B

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith.
		In L.T.O. with
✓		Produced by 3TY 2/8/90

OFFICE USE ONLY

Checked	Passed	REGISTERED -19
CC 22	RF3	29 AUG 1990
Signed	Extra Fee	

Secondary Directions

Delivery Directions

Req:R340737 /Doc:DL Z181509 /Rev:02-Sep-1997 /Sts:OK.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:2 of 6
Ref:WEEDEN /Src:M

AP 13A
1997

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

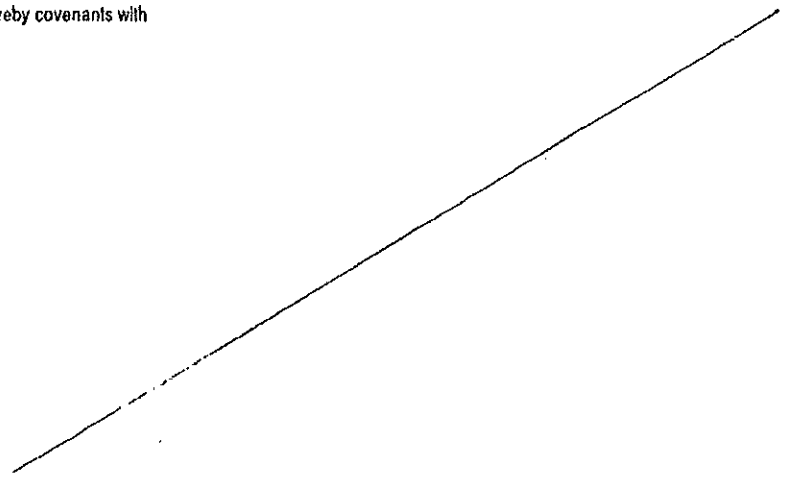
Notes (k) and (l)



SCHEDULE TWO HEREINBEFORE REFERRED TO

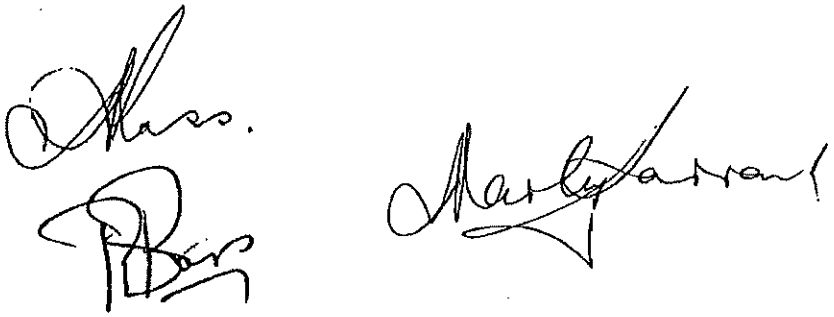
The Transferor hereby covenants with

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



SCHEDULE TWO HEREINBEFORE REFERRED TO

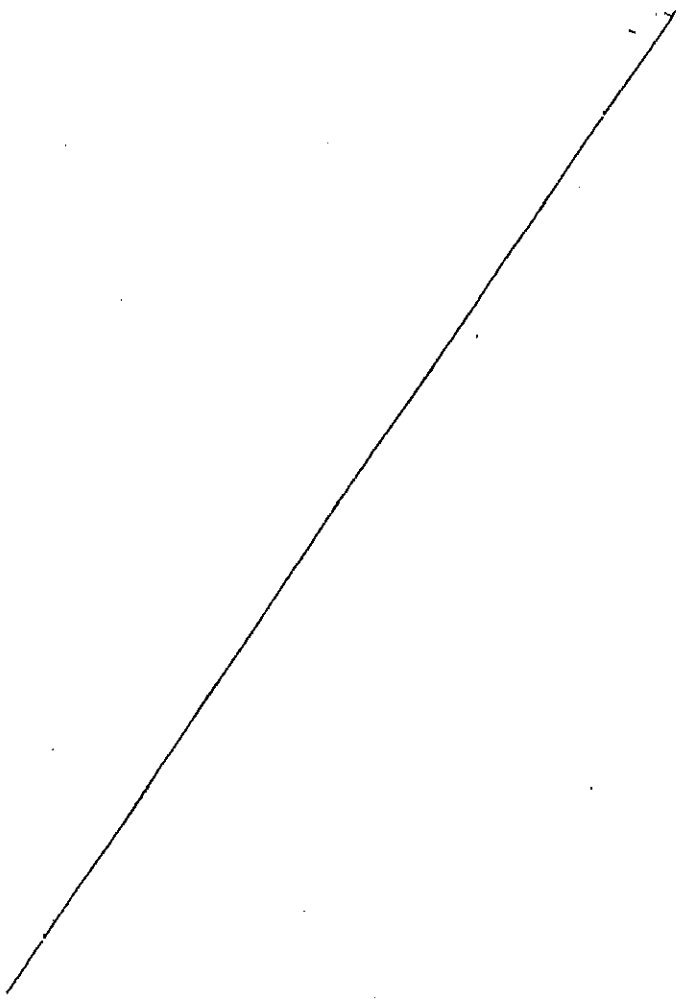
The Transferor does hereby for the benefit of Lot 74 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 25 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.



RP 13A
1297

SCHEDULE THREE HEREINBEFORE REFERRED TO

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



(For continuation of SCHEDULE(S) see annexure(s) hereto)

Req:R340737 /Doc:DL Z181509 /Rev:02-Sep-1997 /Sts:OK.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:6 of 6
Ref:WEEDEN /Src:M

RP 13A
1987

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks

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

(a) Description of land.

(i) TORRENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g.,135/SP12345 or Vol.12634 Fol. 126.
(ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
(iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g.,135/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

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

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY	(i)	Should there be insufficient space for execution of this dealing, use an annexure sheet.
	(ii)	The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
ATTORNEY	(iii)	If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ".
AUTHORITY	(iv)	If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
CORPORATION	(v)	If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

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

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

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

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

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES
		as to part being lot 74 in DP 774580 and PETER
		DOUGLAS ROSS & ANNETTE MARY ROSS as joint
		tenants as to the residue being lot 25 in
		DP 774580

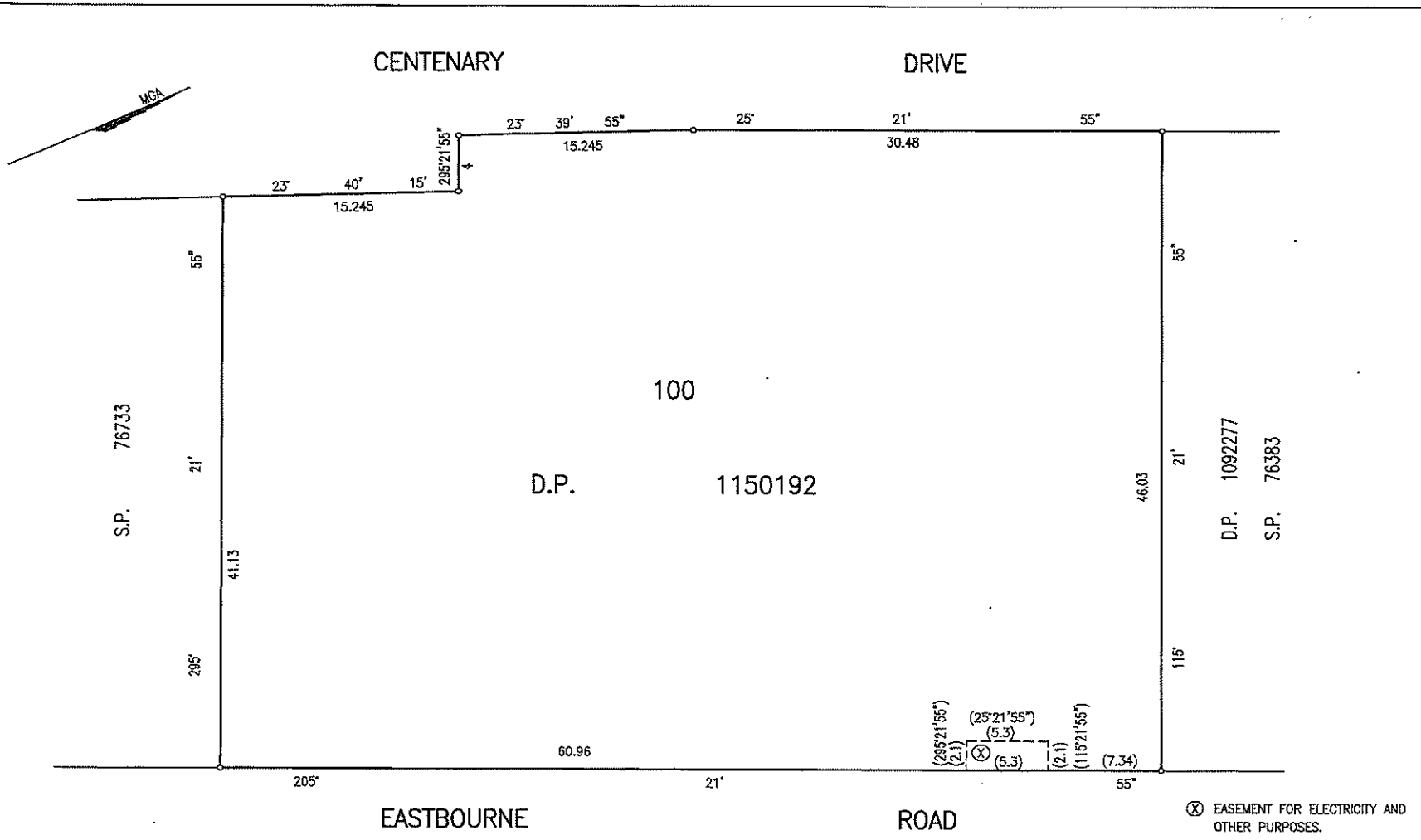
SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		affecting lot 25 in DP 774580.
	ON	ZZ		New folios have issued for
				lots 25 & 74 in DP 774580
	CT		NOCT	

AUSDOC Commercial & Law Stationers P/L 1989

Req:R340738 /Doc:DP 1154798 P /Rev:18-Aug-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:1 of 3
Ref:WEEDEN /Src:M

PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Surveyor : VICTOR JOHN MANSELL Date of Survey : 30-4-2010 Surveyor's Ref : 202052-1	PLAN OF EASEMENT WITHIN LOT 100 IN D.P.1150192	LGA: STRATHFIELD Locality : HOMEBUSH WEST Subdivision No: —————— Lengths are in metres. Reduction Ratio 1: 250	Registered 17.8.2010	DP1154798 P

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R340738 /Doc:DP 1154798 P /Rev:18-Aug-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:2 of 3
Ref:WEEDEN /Src:M

PLAN FORM 3

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

*OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES.

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

SIGNED SEALED AND DELIVERED
for and on behalf of EnergyAustralia
by KATHERINE MARGARET GUNTON
its duly constituted Attorney pursuant
to Power of Attorney registered
Book 4528 No. 401

Attorney

Witness

Use PLAN FORM 6A
for additional certificates, signatures, seals and statesments

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation:

the proposed.....set out herein
* (insert 'subdivision' or 'new road')

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

Consent Authority .....
Date of Endorsement .....
Accreditation no:.....
Subdivision Certificate no:.....
File no:.....

* Delete whichever is inapplicable.

DP1154798 S

Registered: 17.8.2010
Title System: TORRENS
Purpose: EASEMENT

PLAN OF EASEMENT WITHIN LOT 100 IN D.P.1150192

LGA: STRATHFIELD
Locality: HOMEBUSH WEST
Parish: LIBERTY PLAINS
County: CUMBERLAND

Surveying Regulation 2006

I, VICTOR JOHN MANSELL OF W. BUXTON P/L
of 76 WILLISON ROAD, CARLTON 2218
a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on 30-4-2010

The survey relates to EASEMENT ONLY
.....
(specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

Signature V.Mansell Dated: 3/5/2010
Surveyor registered under the Surveying Act, 2002

Datum Line :.....
Type: Urban/~~Rural~~

Plans used in preparation of ~~survey~~/compilation

D.P. 1150192

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 202052-1

Req:R340738 /Doc:DP 1154798 P /Rev:18-Aug-2010 /Sts:SC.OK /Pgs:ALL /Prt:27-Sep-2018 17:12 /Seq:3 of 3
Ref:WEEDEN /Src:M

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF EASEMENT WITHIN LOT 100 IN D.P.1150192	DP1154798
	Registered: 17.8.2010

Subdivision Certificate No: ———— Date of Endorsement: ————

* OFFICE USE ONLY

EASTBOURNE DEVELOPMENTS P/L
SOLE DIRECTOR / SECRETARY
ACN 099 296 401

ARIF GROUPS P/L ACN 127 499 049
SOLE DIRECTOR / SECRETARY

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. A.C.N. 050 494 454 by its Attorneys:

and

its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

An Officer of the Bank

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

Signature

SCOTT SHYING

DIRECTOR

Name and Title (please print)

SURVEYOR'S REFERENCE: 202052-1

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

DP1154798 B

Plan of easement within Lot 100 DP 1150192

Full Name and Address of the Registered Proprietor of the Land: EASTBOURNE DEVELOPMENTS PTY LIMITED and ARIF GROUPS PTY LIMITED of PO Box 370 Earlwood NSW 2206

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities
1.	Easement for electricity and other purposes	Lot 100 DP 1150192	EnergyAustralia ABN 67 505 337 385

PART 2 (Terms)

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN THE PLAN

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

EASTBOURNE DEVELOPMENTS P/L
SOLE DIRECTOR

EXECUTED by BANK OF WESTERN AUSTRALIA LTD, ACN. 050 494 454 by its Attorneys: Scott Shying and Grant Toole who are duly constituted Attorneys under Power of Attorney No 4305 939 dated 10th April 2001 who state that the date of has not been revoked in the presence of:

Witness of the Bank Grant Toole Associate Director

BANK OF WESTERN AUSTRALIA LTD by its Attorneys: ARIF GROUPS P/L SOLE DIRECTOR

Signature SCOTT SHYING

DIRECTOR

Name and Title (please print)

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

Plan:
DP1154798

Plan of easement within Lot 100 DP 1150192

EXECUTED by EASTBOURNE DEVELOPMENTS PTY LIMITED in accordance with section 127 of the Corporations Act: ACN: 099 296 401

.....
Signature of director

.....
Name (please print)

.....
Signature of director/secretary

MICHAEL MICHAILOU
.....
Name (please print)

EXECUTED by ARIF GROUPS PTY LIMITED in accordance with section 127 of the Corporations Act: ACN: 127 499 049

.....
Signature of director

.....
Name (please print)

.....
Signature of director/secretary

HAKAN ARIF
.....
Name (please print)

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. A C N. 050 494 454 by its Attorneys:
and Scott Shying
Grant Toole
its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney
In the presence of:

.....
An Officer of the Bank Grant Toole
Associate Director

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

.....
Signature
SCOTT SHYING
DIRECTOR
.....
Name and Title (please print)

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

Plan:

DP1154798

Plan of easement within Lot 100 DP 1150192

EXECUTED for and on behalf of ENERGYAUSTRALIA by KATHERINE MARGARET GUNTON

Its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401 in the presence of:

.....
Attorney

.....
Witness

BRIDGET ANNE THOMSON
Name of Witness (please print)

570 George Street
Sydney, NSW, 2000

.....
Address of Witness

EXECUTED by BANK OF WESTERN AUSTRALIA LTD, A.C.N 050 494 454 by its Attorneys: Scott Shying and Grant Toole its duly constituted Attorneys under Power of Attorney No 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

.....
An Officer of the Bank Grant Toole
Manager Director

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

.....
Signature
SCOTT SHYING

DIRECTOR
Name and Title (please print)

REGISTERED 17.8.2010

Req:R359601 /Doc:DL AN281236 /Rev:24-Apr-2018 /Sts:SC.OK /Pgs:ALL /Prt:03-Oct-2018 13:59 /Seq:1 of 20
Ref:WEEDEN /Src:M

Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AN281236U

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

(A) TORRENS TITLE

For the common property
CP/SP 84224

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
573X	Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481 Reference: 84224	CH

(C) The Owners-Strata Plan No. 84224 certify that a special resolution was passed on 29/11/2017

(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. NOT APPLICABLE
Added by-law No. Special By-Law 16
Amended by-law No. 10,12
as fully set out below:

As set out in Annexure A

ow GBL
dF GBL AM125804
ow CI

(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 B

(G) The seal of The Owners-Strata Plan No. 84224 was affixed on 27/3/2018 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: Brad Wood

Authority: Netstrata-Managing Agent

THE OWNERS OF STRATA PLAN No 84224 Common Seal

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Annexure A Change of By-Laws
Parties: 84224
Dated: 29 November 2017

Special By-Law 16- Smoke Penetration

1 An Owner or Occupier of a lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:
(a) In an area designated as a smoking area by the Owners Corporation, or
(b) With the written approval of the Owners Corporation.

2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

3 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.

Amend By-Law 10- Hanging Out of Washing as follows:

1) An owners or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.

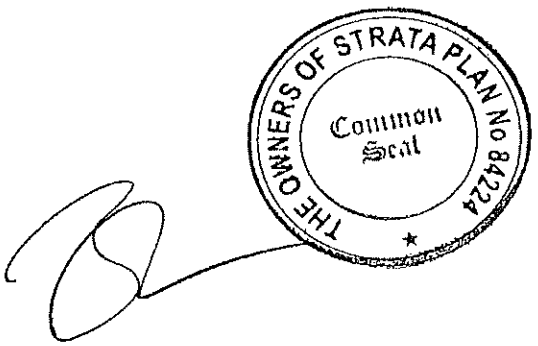
2) An owner or an occupier of a lot may hang washing on a clothes rack on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.

3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

Amend By-Law 12- Cleaning of Windows & Doors as follows:

(1) Except in the circumstances referred to in clause (2), 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.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.



ANNEXURE A
By-Laws

netstrata
Tel: 1300 NETSTRATA P.O. Box 265
Fax: 1300 644 402 HURSTVILLE BC 1481

Strata Plan 84224
37-43 EASTBOURNE ROAD HOMEBUSH WEST

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 14/12/2010

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 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.

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 Damage to Common Property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot
(b) any screen or other device to prevent entry of animals or insects on the lot, or
(c) any structure or device to prevent harm to children, or
(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device 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) Any such locking or safety device, screen, other device or structure must 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.
(5) Despite section 62 of the Act, the owner of a lot must:
(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
(b) repair any damage caused to any part of the common property by the installation or removal of any locking or

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safety device,
screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

An owner or occupier 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.

7 Children Playing on Common Property in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective 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.

8 Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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.

9 Depositing Rubbish and Other Material on Common Property

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.

10 Hanging Out of Washing

Standard By-Laws 10 was repealed by the Owners Corporation on 22/11/2010

11 Preservation of Fire Safety

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 parcel or to reduce the level of fire safety in the lots or common property.

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12 Cleaning Windows and Doors

Standard By-Laws 12 was repealed by the Owners Corporation on 22/11/2011

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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) 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.

14 Changes to Floor Coverings and Surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor Coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage Disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
(b) must ensure that before garbage, recyclable material or waste 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 waste, separated and prepared in accordance with the applicable recycling guidelines, and
(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area
designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the
receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
(a) must ensure that before garbage, recyclable material or waste 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

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recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
(3) An owner or occupier of a lot must:
(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable
material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of Animals

Standard By-Laws 17 was repealed by the Owners Corporation on 17/11/2010

18 Appearance of Lot

(1) The owner or occupier of a lot must not, without 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) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19 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).

20 Provision of Amenities or Services

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(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) window cleaning,
(b) garbage disposal and recycling services,
(c) electricity, water or gas supply,
(d) telecommunication services (for example, cable television).
(2) If the owners corporation makes a resolution referred to in clause (1) 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 111 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.

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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) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

The Following are the Special By-laws registered with the scheme.

1 Absolution of Appliance Maintenance

Registration Date: 14/12/2010

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
2. The type of appliances referred to in this By-law shall include, but not be limited to;
(i) Bathroom & Kitchen Exhaust Fans
(ii) Light Fittings and Down lights
(iii) Air-Conditioning Apparatus
(iv) Alarm Systems
(v) Individual Garage Door Motors
(vi) Hot Water Heaters servicing only one lot

2 Installation of Foxtel - Units

Registration Date: 14/12/2010

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:
(a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

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3 Access for Inspection of Fire Services

Registration Date: 14/12/2010

A) Definitions
(a) The following terms are defined to mean:
'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.
'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to

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the strata scheme.
'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.
'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,
B) Duties of Owners
That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;
(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
C) Duties of the Owners Corporation
That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.
D) Indemnity
i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;
ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) Carry out all work necessary to perform the obligation;
ii) Enter upon any part of the parcel to carry out that work; and
iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

4 Alterations and Additions to Fire Doors

Registration Date: 14/12/2010

A) Definitions
(a) The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition as the date of registration of the strata scheme.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will then have the same meaning as those words are attributed under that Act,
B) Duties of Owners
(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;
(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

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C) Liability
1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.
D) Indemnity
i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot.

5 Installation of Security Screens

Registration Date: 14/12/2010

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive
Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

6 Service of Documents by Owners Corporation

Registration Date: 14/12/2010

PART 1 - Preamble
(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).
PART 2 - Definitions & Interpretation
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
(b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
(c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
(d) Lot means any lot in the strata plan
(e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and

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minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
(f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
(g) Owner means the owner of the Lot
(h) Owners Corporation means the owners corporation created by the registration of strata plan 84224
(i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.
PART 3 - Powers, Duties and Obligations of the Owners Corporation
3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;
(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;
(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.
3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.
3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.
3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.
PART 4 - Responsibilities and Obligations of Owners
4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;
4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.
4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.
4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

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7 Preservation of Fire Safety

Registration Date: 12/01/2012

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

8 Changes to Floor Coverings and Surfaces

Registration Date: 12/01/2012

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

9 Delivery of Executive Committee Notices and Minutes

Registration Date: 12/01/2012

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;
(1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

10 Easterly Balcony Lot 48

Registration Date: 12/01/2012

The owner/s for the time being of lot 48 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated on the plan attached (hereinafter referred to as "the exclusive use area") as a private balcony subject to the following terms and conditions:
1.0 the exclusive use area shall only be used as private open space;
1.1 the exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 48 at no cost to the Owners Corporation;
1.2 the owner/s of lot 48 must pay all costs of maintenance, care and replacement of landscape, paving or other materials used within the exclusive use area without claim on the Owners Corporation;
any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owners of Lot 48 at no cost to the Owners Corporation
1.3 the owners of Lot 48 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;
1.4 no permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the Owners Corporation;
1.5 the balcony railings must be undertaken by Balustrade Specialists Ph: 9632 1700 and the tiling to the balcony must be undertaken by the same contractors used for the construction of the strata scheme;
1.6 the railings must be certified by and Engineer and the report submitted to the strata manager for compliance.
1.7 It is acknowledged that any benefit or burden conveyed by this By-law shall pass to any future owners of lot 48;

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1.8 In the event that an owner or occupier of lot 48, after notice, fails to comply with any matters set out in conditions (1.0) to (1.9) hereof then the Owners Corporation may terminate the rights granted by this By-Law.
1.9 The owners of lot 48 are responsible for all costs involved with the preparation and lodgement of this By-Law.

11 Absolution of Maintenance - Lot Fixtures and Fittings

Registration Date: 26/07/2013

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 84224
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

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

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3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries

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(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

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

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

3.6 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located



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(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

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

12 Receipt of Electronic Pages

Registration Date: 12/12/2013

PART 1.1 - PREAMBLE
1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

PART 1.2 - GRANT OF RIGHT
1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 - THIS BY-LAW TO PREVAIL
1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS & INTERPRETATION
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996.
(b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
(c) Electronic Communication means a document or instrument, including, but is not limited to, a from of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
(d) Lot means any lot in strata plan no. 84224
(e) Owner means the owner from time to time of the Lot.
(f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 84224
(g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
(h) Strata Scheme means the strata scheme relating to Strata Plan no. 84224
2.2 Interpretation
2.2.1 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;

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(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation include references to amending and replacing legislation.
2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

PART 3 - CONDITIONS
3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:
(a) provides the Owners Corporation with an email address;
(b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
(c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.
3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
(a) the communication is received in accordance with the notice period under the Act;
(b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
(c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

13 Installation of Child Window Safety Devices

Registration Date: 10/02/2015

PART 1 - Preamble
The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;
PART 2 - Definitions
(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan.
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 1996.
'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

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'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners
(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;
(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;
(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;
(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

14 Installation of Air Conditioners

Registration Date: 12/01/2016

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;

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(b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
(c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
(d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
(e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
(f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(j) the air-conditioner and all filters must be regularly cleaned by the owner;
(k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

15 Levying of Debt Collection Expenses

Registration Date: 13/01/2017

PART 1 - Preamble
(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation
2.1 In this by-law, unless the context otherwise requires or permits:
'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive commit for the pursuit of levy arrears or debt recovery against a lot owner.
'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
'Lot' means any lot in the strata plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

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'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.
'The Act' means the Strata Schemes Management Act 2015.
2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
2.3 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal
(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

16 Smoke Penetration

Registration Date: 27/03/2018

1 An Owner or Occupier of a lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:
(a) in an area designated as a smoking area by the Owners Corporation, or
(b) with the written approval of the Owners Corporation.

2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

3 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.

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BL10 Hanging Out Washing amended as follows:

Registration Date: 27/03/2018

1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that

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purpose. The washing may be hung for a maximum period of 24 hours.

2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.

3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

BL12 Cleaning Windows and Doors amended as follows:

Registration Date: 27/03/2018

(1) Except in the circumstances referred to in clause (2), 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.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BL-10 Hanging Out of Washing as amended

Registration Date: 12/01/2012

Special By-Laws BL-10 was repealed by the Owners Corporation on 29/11/2017

BL-12 Cleaning Windows and Doors as amended

Registration Date: 12/01/2012

Special By-Laws BL-12 was repealed by the Owners Corporation on 29/11/2017

BL-17 Keeping of Animals as amended

Registration Date: 14/12/2010

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
(2) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
(a) notify the owners corporation that the animal is being kept on the lot,
(b) keep the animal within the lot,
(c) carry the animal when it is on the common property,
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal,
(e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
(3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
(4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

THE OWNERS OF STRATA PLAN NO 84224 Common Seal

Report Date: 27th March 2018

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

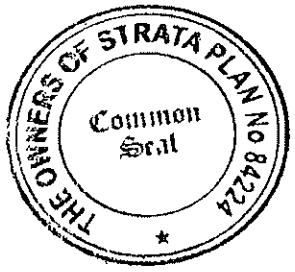
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan 84224 was affixed on 27 March 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: Brad Wood of Netstrata

Authority: **Appointed Managing Agent**



STRATHFIELD COUNCIL

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E council@strathfield.nsw.gov.au | www.strathfield.nsw.gov.au | ABN 52 719 940 263

PC304/1819/T
P070037
Ref: THE OWNERS OF SP 84224

Andrew Kelada
PO Box 211
Ermington NSW 1700

Issue Date	:	5/10/2018
Receipt No.	:	385101
Fee Paid	:	$53.00
Address	:	39/37-43 EASTBOURNE ROAD HOMEBUSH WEST NSW 2140
Description	:	LOT 39 SP 84224
Owner	:	Paul Glen Weeden
Fees	:	Planning Certificate under Section 10.7(2) - $53.00 Planning Certificate under Section 10.7(5) - $80.00 Urgency fee - $153.00 (includes GST)

PLANNING CERTIFICATE

Section 10.7 (2) Environmental Planning & Assessment Act 1979

This certificate refers to the following matters prescribed under s10.7(2) of the above Act.

Item 1. Names of relevant environmental planning instruments and development control plans.

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

REPLY: *Strathfield Local Environmental Plan 2012* commenced 29/3/13.
Refer to attachment for relevant State Environmental Planning Policies.

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

REPLY: Not Applicable.

(3) The name of each Development Control Plan (DCP) that applies to the carrying out of development on the land.

REPLY: Refer to attachment for relevant DCPs.

Item 2. Zoning and land use under relevant Local Environmental Plans.

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

(a) The identity of the zone, whether by reference to a name or by reference to a number.

REPLY: R3 - Medium Density Residential in the Strathfield Local Environmental Plan 2012.

(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent.

(c) The purposes for which the instrument provides that development may not be carried out without development consent.

(d) The purposes for which the instrument provides that the carrying out of development is prohibited within the zone.

REPLY: Refer to attachment for relevant land use table in the *Strathfield Local Environmental Plan 2012.*

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

REPLY: Yes - Refer to Strathfield LEP 2012 Lot Size Map.

(f) Whether the land includes or comprises critical habitat.

REPLY: No.

(g) Whether the land is in a heritage conservation area.

REPLY: No.

(h) Whether an item of environmental heritage is situated on the land.

REPLY: No.

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

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

REPLY: No

Item 3. Complying Development

(1) Whether or not 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 (c) and (d) and 1.19 and (e),(2),(3) and (4),1.18(1),(c3) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

General Housing Code

REPLY: Yes - Complying Development under the General Housing Code may be carried out on this land.

Rural Housing Code

REPLY: No – Complying Development under the Rural Housing Code may not be carried out on this land.

Housing Alterations Code

REPLY: Yes – Complying Development under the Housing Alterations Code may be carried out on this land.

Commercial and Industrial Code (New Building and Additions Code)

REPLY: Yes – Complying Development under the General Commercial and Industrial Code may be carried out on this land.

Specific land exemptions:

- Not in a Heritage Conservation Area
- Not Reserved for Public Purpose
- Not identified as Class 1 or Class 2 of Acid Sulphate Soil
- Not in an Environmentally Sensitive Area

Subdivision Code

REPLY: Yes – Complying Development under the Subdivision Code may be carried out on this land.

General Development Code

REPLY: Yes – Complying Development under the General Development Code may be carried out on this land.

Demolition Code

REPLY: Yes – Complying Development under the Demolition Code may be carried out on this land.

Fire Safety Code

REPLY: Yes – Complying Development under the Demolition Code may be carried out on this land.

General land exemptions:

- No State Heritage Items Apply
- No Local Heritage Items Apply
- Not within an Environmentally Sensitive Area

Disclaimer: The information above addresses matters raised in Clause 1.17A (1) (b) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

NOTE: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 4. Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.

REPLY: No.

Item 4A. Certain information relating to beaches and coasts

Strathfield Municipal Council is identified as a coastal council of NSW pursuant to Planning Circular PS-11-001, issued on 24 January 2011, to which the following applies:

In relation to a coastal council:

(1) Whether an order has been made under part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land

(or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

REPLY: No - Council records at the date of this certificate do not indicate that the subject land is subject to an order under Part 4D of *the Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

(2)(a) Whether the council has been notified under Section 55X of the *Coastal Protection Act* 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

REPLY: No - Council records at the date of this certificate do not indicate that Council has been notified under Section 55X of the *Coastal Protection Act* 1979 that temporary coastal protection works (within the meaning of the Act) have been placed on the land (or on public land adjacent to that land).

(2)(b) If works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

REPLY: Not applicable.

(3) Whether any such information (if any) as required by the regulations under Section 56B of the *Coastal Protection Act 1979* to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

REPLY: No - Council records indicate that Council has not been notified of such information (if any) as required by the regulations under Section 56B of the *Coastal Protection Act 1979* which should be included in the planning certificate.

Item 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 works (within the meaning of Section 553B of that Act).

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*.

REPLY: No - Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject 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).

Item 5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961.*

REPLY: No.

Item 6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*; or

(b) Any environmental planning instrument; or

(c) Any resolution of the Council

REPLY: No.

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

Whether or not the land is affected by a policy:

(a) Adopted by the council, or;

(b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

REPLY: Yes – Council has adopted by resolution a policy for the management of development on contaminated land. This policy will restrict development of land:

- Which is affected by contamination;
- Which has been used for certain purposes;
- In respect of which there is not sufficient information about contamination;
- Which is proposed to be used for certain purposes;
- In other circumstances contained in the policy.

Refer to Part K – Development on Contaminated Land of the *Strathfield Consolidated Development Control Plan 2005* for more information.

Item 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.

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

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

REPLY: No.

Item 8. Land reserved for acquisition

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

REPLY: No.

Item 9. Contributions plans

The name of each contributions plan applying to the land.

REPLY: Strathfield Indirect Development Contributions Plan 2010 (Amended 3 September 2010).

Strathfield Direct Development Contributions Plan 2010 (Amended 27 September 2016).

Item 9A. Biodiversity certified land

Whether or not the subject land is biodiversity certified land?

REPLY: Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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.

Item 10. Bio-banking agreements

Whether or not 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).

Reply: Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

Note: Biodiversity stewardship agreements include bio-banking 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.

Item 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).

REPLY: Council has not been notified by the Local Land Services that the land contains a set aside area nor is the land registered in the public register under section 60ZC of the *Local Land Services Act 2013*.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

Item 11. Bush Fire Prone Land

Whether or not the land is bush fire prone land.

REPLY: No - No land in Strathfield LGA is identified as bush fire prone land as defined in the Act.

Item 12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

REPLY: No.

Item 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 the Council has been notified of the order).

REPLY: No.

Item 14. Directions under Part 3A

Whether or not there is 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 does not have effect, a statement to that effect identifying the provision that does not have effect.

REPLY: No, the site has not been identified as a project on the land under Part 4 of the Act.

Item 15. Site compatibility certificates for infrastructure, school or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land, and:

(a) The period for which the certificate is valid, and;
(b) That a copy may be obtained from the head office of the Department of Planning.

REPLY: No – Council is not aware of a valid site compatibility certificate (infrastructure, schools or TAFE establishments) being issued in respect of the proposed development on the land.

Item 16. Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land, and:

(a) The period for which the certificate is valid, and;

(b) That a copy may be obtained from the head office of the Department of Planning.

REPLY: No – Council is not aware of a valid site compatibility certificate (infrastructure) being issued in respect of the proposed development on the land.

Item 17. Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land, and:

(a) The period for which the certificate is valid, and;

(b) That a copy may be obtained from the head office of the Department of Planning

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

REPLY: No – Council is not aware of a current site compatibility certificate (affordable rental housing) being issued in respect of the proposed development on the land.

Item 18. Paper Subdivision Information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

REPLY: No – Council does not hold any paper subdivision within the meaning of this clause.

(2) The date of any subdivision order that applies to the land.

REPLY: Not applicable.

Item 19. Site verification certificates

A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include:

(a) the matter certified by the certificate, and

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*.

(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.

REPLY: No – Council is not aware of a current site verification certificate (Mining, Petroleum Production and Extractive Industries) 2007 (Mining SEPP) being issued in respect of the proposed development on the land.

Item 20. Loose-fill asbestos insulation

Does the land include any residential premises listed on the Loose-Fill Asbestos Insulation Register maintained under Division 1A of Part 8 of the *Home Building Act 1989*?

REPLY: No

Disclaimer: This statement is based on information supplied by a third party public authority. The accuracy of this information has not been verified by Strathfield Municipal Council and if the information is vital for the proposed end use, then it should be verified by the applicant.

Item 21. Affected building notices and building product rectification orders

1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

2) A statement of:

   (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.

In this clause:
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.*

REPLY: No – Council is not aware of a building rectification order being issued in respect of the proposed development on the land.

No – Council is not aware of any notice of intention to make a building product rectification order in respect of the proposed development on the land.

Additional Matters: Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes the following additional matters to be specified in planning certificates:

(a) At the date of this certificate, is the land to which this certificate relates significantly contaminated land?

REPLY: No - Council records as at the date of this certificate do not indicate that the subject land is declared by the Environment Protection Authority to be significantly contaminated land as defined under the Contaminated Land Management Act 1997.

(b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

REPLY: No – Council records as at the date of this certificate do not indicate that the subject land is subject to a management order.

(c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

REPLY: No – Council records do not indicate at the date of this certificate that the land to which this certificate relates is the subject of an approved voluntary management proposal.

(d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

REPLY: No – Council records do not indicate at the date of this certificate that the land to which this certificate relates is subject to an ongoing maintenance order.

(e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

REPLY: No - Council records do not indicate at the date of this certificate that the land to which this certificate relates is subject of a site audit statement and a copy of such a statement has been provided to the Council.

GEOFF BAKER
PUBLIC OFFICER

Strathfield Development Control Plan(DCP) 2005
Part O -Tree Management

TREE PRESERVATION ORDER

In accordance with the Tree Preservation Order applying to the Strathfield Council area, no tree having a height greater than 4.0 metres or a girth greater than 0.5 metres measured at a point 1.0 metres above ground level, shall be ringbarked, cut down, topped, lopped, removed, injured or wilfully destroyed without prior written consent of Council.

NOTE:

1) Any person who contravenes or causes or permits to be contravened the provisions of the Tree Preservation Order shall be guilty of an offence.

2) **PENALTY:** Section 9.56 of the Environmental Planning and Assessment Act. 1979

A person guilty of an offence against this Act shall, for every such offence, be liable to the penalty expressly imposed and, if no penalty is so imposed, to a penalty not exceeding $1,100,000. The Court may also direct that new trees and vegetation be planted and that a security be paid to ensure their establishment.

Strathfield Municipal Council
Residential Zoned Sites

Attachments referred to in Section 10.7 Certificate

Attachment referred to in Item 1 (1)

SEPP (State and Regional Development) 2011 – published 28.9.11
The aims of this Policy are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure and to confer functions on joint regional planning panels to determine development applications.

SEPP (Affordable Rental Housing) 2009 – published 31.07.09
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP (Exempt and Complying Development Codes) 2008 - gazetted 12.12.08. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

State Environmental Planning Policy (Building Sustainability Index) 2004 – gazetted 25.06.04. This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

SEPP (Housing for Seniors or People with a Disability) 2004 - gazetted 31.03.04. Encourages the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07

State Environmental Planning Policy No.55 - Remediation of land (gazetted 28.8.98) - Introduces state-wide planning controls for the remediation of contaminated land. If the land is unsuitable, remediation must take place before the land is developed. The policy defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No.64 - Advertising and Signage - gazetted 16.3.01 aims to ensure that signage including advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of a high quality and design. The policy prohibits advertisements in certain locations and sets controls for advertisements along major roads and waterways. The SEPP was amended in August 2007 regarding outdoor advertising in transport corridors (eg freeways, tollways and rail corridors).

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development - gazetted 26.7.02 and amended 20.12.02 aims to improve the design and quality of residential flat developments. The policy identifies certain performance criteria which must be taken into account when determining an application and also makes provision for Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

SEPP (Temporary Structures) 2007 – gazetted 28.09.07
Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP

(Temporary Structures and Places of Public Entertainment) 2007 to SEPP (Temporary Structures) 2007 effective 26.10.09.

SEPP (Major Development) 2005 – gazetted 01.08.05
Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.

SEPP (infrastructure) 2007
Gazetted 21.12.07 - provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

Attachment referred to in Item 1 (2)

Refer to **attachment**

Attachment referred to in Item 1 (3)

Strathfield Consolidated Development Control Plan 2005 Part A- Dwelling Houses and Ancillary Structures.

Strathfield Consolidated Development Control Plan 2005 Part B - Dual Occupancy Developments.

Strathfield Consolidated Development Control Plan 2005 Part C - Multiple Unit Housing (applies to Residential B zone only)

Strathfield Consolidated Development Control Plan 2005 Part E Child Care Centres

Strathfield Consolidated Development Control Plan 2005 Part F - Bed and Breakfast Establishments

Strathfield Consolidated Development Control Plan 2005 Part H - Waste Management

Strathfield Consolidated Development Control Plan 2005 Part I - Provision of Off-Street Parking Facilities.

Strathfield Consolidated Development Control Plan 2005 Part J - Erection and Display of and Advertising Signs and Structures.

Strathfield Consolidated Development Control Plan 2005 Part K - Development on Contaminated Land

Strathfield Consolidated Development Control Plan 2005 Part L - Public Notification Requirements for Development and Complying Development Applications

Strathfield Consolidated Development Control Plan 2005 Part M - Educational Establishments

Strathfield Consolidated Development Control Plan 2005 Part N – Water Sensitive Urban Design

Development Control Plan No. 20 - Parramatta Road Corridor Area (Site Specific DCP) (3.5.06)

Development Control Plan No. 25 - 79 Courallie Avenue, Homebush West (Site Specific DCP) (3.5.06)

***Codes** - Council has adopted codes relating to hospitals and landscaping.

Attachment referred to in Items 2 (d)

Refer to **attached** "LAND USE TABLE - RESIDENTIAL ZONES"

LAND USE TABLE - RESIDENTIAL ZONES

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that development of housing does not adversely impact the heritage significance of adjacent heritage items and conservation areas.

2. Permitted without consent

Home occupations

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

Zone R4 High Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations

3. Permitted with consent

Boarding houses; Child care centres; Community facilities; Hotel or motel accommodation; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

4. Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures; Water treatment facilities; Wholesale supplies

STRATHFIELD LEP 2012 - EXEMPT AND COMPLYING DEVELOPMENT

The LEP identifies the types of development which are exempt and complying development within the Strathfield Municipality.

Exempt development consists of development that has minimal impact and complies with the set criteria listed in Part 3 of the Strathfield LEP 2012. No development consent is required for exempt development.

Complying development consists of development that is more complex than exempt and does require development consent by either Council or an Accredited Certifier. Development is only complying development if it meets all the specified criteria in Part 3 of the Strathfield LEP 2012.

Details of exempt and complying development can be obtained by contacting the Customer Service Staff on 9748-9999 during business hours.

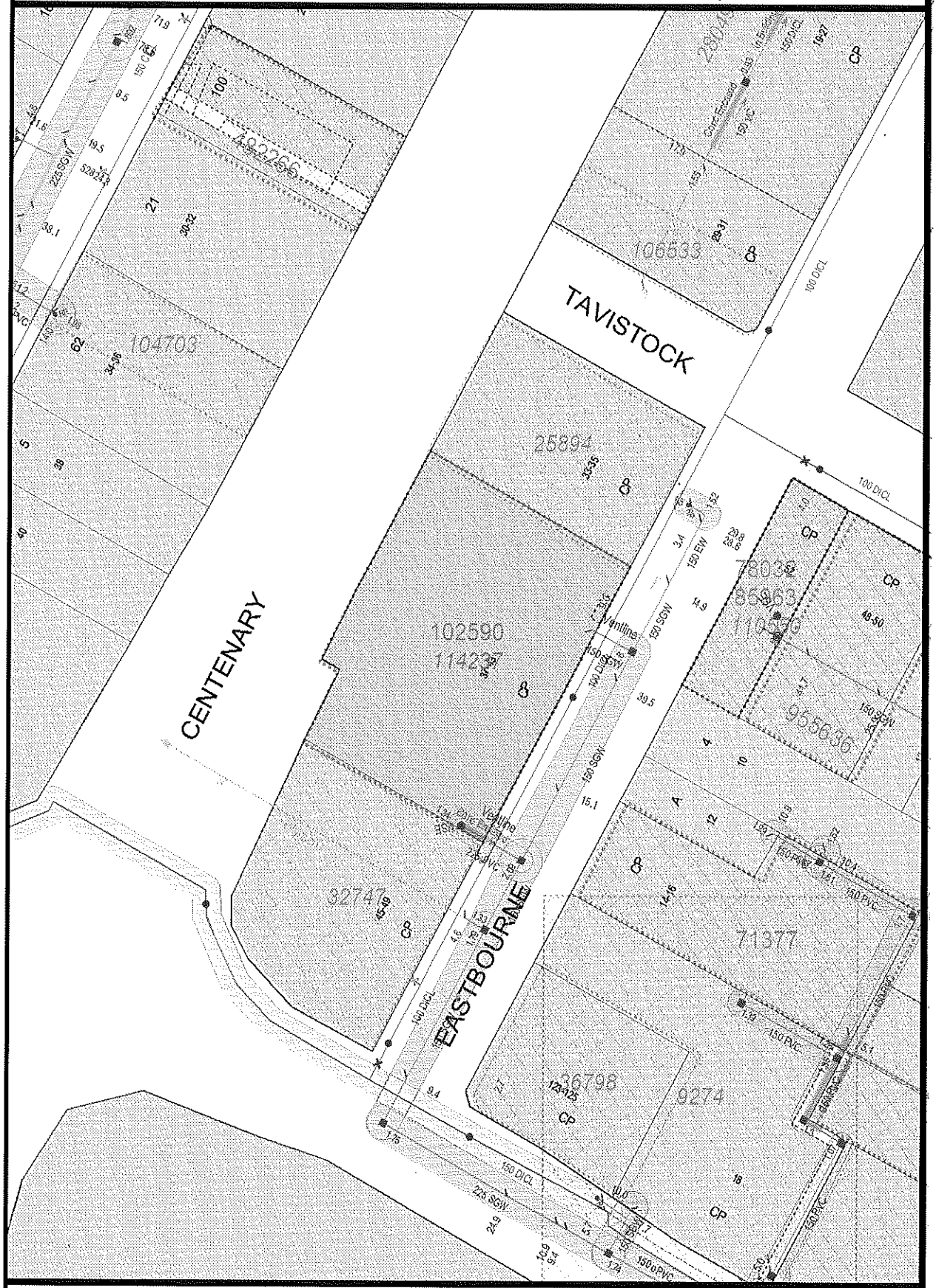
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Application No. 9998384 Created on Sep 27, 2018 11:58:19 AM

Disclaimer

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

Application No. 9998383 Created on Sep 27, 2018 11:58:18 AM



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