

Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents Lvl 3, 12 Central Road, Miranda NSW 2228	Ph: (02) 9525 4666 Ref: Ben Pike
co-agent vendor	Janaya June Pender & Nathan James Croft 34/51-57 Railway Parade, Engadine NSW 2233	
vendor's solicitor	BK's Conveyancing PO Box 1100, Caringbah NSW 1495 Office 6, 62 Croydon Street, Cronulla NSW 2230	Ph: 0403 702 317 Fax: 02 8834 0722 Ref: BK17/0572
date for completion	42nd	day after the contract date (clause 15)
land(address, plan details and title reference)	34 / 51-57 Railway Parade ENGADINE NSW 2233 Lot 34 in Strata Plan 64321 FI: 34/SP64321	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Heated Towel Rack, Vertical Garden, Balcony Bar
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
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

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ NO ☐ yes
☒ 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)

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

First National Real Estate – 9797 0777

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 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 service location diagram (pipes)
- ☒ 9 sewerage service diagram (property sewerage 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 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 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

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 29 property certificate for strata common property
- ☒ 30 plan creating strata common property
- ☒ 31 strata by-laws not set out in *legislation*
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 certificate under Management Act – section 109 (Strata Schemes)
- ☐ 51 certificate under Management Act – section 26 (Community Land)

Other

- ☐ 52

WARNING— SWIMMING POOLS

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

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.

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.

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.

WARNINGS

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

Australian Taxation Office

Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas authority

Land & Housing Corporation

Local Land Services

Mine Subsidence Board

NSW Department of Education

NSW Fair Trading

NSW Public Works

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Telecommunications authority

Transport for NSW

Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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 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 \$2 million or more, 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.

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 or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

AUCTIONS

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;

- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

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, pay an expense of another party or pay an amount 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 amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 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 and all other periodic outgoing payments 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 adjust land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, 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;
 - if clause 31 applies, the *remittance amount*; and
 - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless 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* includes 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 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

- 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 –
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 '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;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the *property*' includes any interest in common property for the scheme associated with the lot;
 '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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; or
- 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* 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, 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;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

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 receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 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 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

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

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

31.5 If the vendor *serves* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

Special Condition forming part of this contract

Dated:.....

between: (‘vendor’)

and: (‘purchaser’)

Inconsistency and Severability

- 1.1 If there is any inconsistency in this contract between the printed clauses and these Special Conditions, these Special Conditions shall prevail to the extent of that inconsistency.
- 1.2 The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

Purchaser’s Acceptance of Discharges and Withdrawals

2. Upon completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable thereon and the Purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

Whole of Agreement

3. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

Incapacity of Parties

4. Without in any way negotiating, limiting or restricting any rights or remedies which would have been available at law or in equity if this clause had not been included, it is agreed that:-
 - (a) if prior to completion either party (or if more than one person comprises such party, either or any of them) dies or becomes bankrupt or becomes mentally ill, then either party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply; and
 - (b) if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply.

Interest payable on Delayed Settlement

- 5.1 If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified on page 1 hereto and provided such delay is not due to the default of the Vendor (then in addition to all other remedies available to the Vendor):
- (a) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of eight percent (8%) per annum computed from the said specified completion date until the date of payment to the Vendor, both dates inclusive; and
 - (b) notwithstanding the provisions of any special condition herein all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone.
- 5.2 The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre-estimate of the Vendor's damages and is not a penalty clause.

Length of Notice to Complete

6. In addition to the rights set out in this Contract for Sale of Land the parties agrees that in the event that this Contract is not completed within the time prescribed in Clause 15 then at any time thereafter the party not in default shall be entitled to serve on the defaulting party a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the party serving the notice to complete shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.
- 6.1 In addition the Purchaser shall pay the sum of \$150.00 plus GST to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

Condition of Property / Improvements

7. The Purchaser warrants to the Vendor that:-
- (a) the Purchaser enters into this Contract solely in reliance upon his own inspections of the property and improvements or inspections made on the Purchaser's behalf and not in reliance on any statement of the Vendor or anyone on the Vendor's behalf;

- (b) no-one on the Vendor's behalf has made any representation with respect to the condition of the property; and
- (c) the Purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

Purchaser's Representations, Warranties and Acknowledgements

8.1 The Purchaser represents and warrants that:

- (a) The Purchaser was not induced to enter into this Contract by, and did not rely on, any representations or warranties made by any person including the vendor or the vendor's agent about the subject matter of this Contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Land or about any financial return or income to be derived from the Land) except those representations and warranties that are set out in this Contract.
- (b) The Purchaser acknowledges that any representations or warranties made by the Vendor are only as set out in this Contract and the Purchaser is to be bound only by the provisions of the Contract.
- (c) The Purchaser shall not be entitled to make any claim for compensation, objection or requisition in relation to any matter disclosed in this Special Condition.
- (d) Before entering into this Contract the Purchaser has relied entirely on its own inquiries relating to the Land made by or on the Purchaser's behalf.
- (e) The Purchaser warrants it has obtained appropriate independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract; and
 - (ii) the nature of the Land and the purposes for which the Land may be lawfully used; and
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the building or in connection with the cost of construction of the building.
- (f) The Purchaser acknowledges that any promotional material, advertising material, and the like which the Purchaser may receive from any person in respect of the property will not form part of this Contract and the Purchaser can not rely on such material and will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respect to any matter arising from such material.

- 8.2 The Purchaser acknowledges that this Contract and its Annexure(s) is the entire agreement between the parties.

Warranty Regarding Agency

- 9.1 The Purchaser represents and warrants that it was not introduced to the property or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the Vendor other than the Vendor's agent named in this Contract. If any real estate agent other than the Vendor's Agent makes a claim and successfully recovers any commission or fee from the Vendor by establishing that he introduced the Purchaser to the subject Property or to the Vendor the Purchaser will reimburse to the Vendor the amount of any such commission or fee and all legal costs and disbursements incurred by the Vendor as a result of the breach of the warranty herein contained and the provisions of this Special Condition shall not merge upon completion hereof.
- 9.2 The Purchaser acknowledges that any entity referred to as Vendor's Agent was employed only to find a Purchaser and was given no authority (and no employee of that entity was given authority) to make statements as agent of or in any other way binding on the Vendor, whether orally in writing, by advertisement or otherwise. Furthermore, communications to that entity do no amount to communications to the Vendor.
- 9.3 The Purchaser represents and warrants that it did not rely upon any representations or warranties made by any real estate agent in entering into this Contract and this Contract is the sole agreement reached between the Vendor and Purchaser.
- 9.4 The Purchaser represents and warrants that any representations or warranties made by any real estate agent is solely for the purpose of introducing the Purchaser to a property only and the Contract contains all representations or warranties made by any real estate agent.

Amendment to Standard Contract for Sale of Land

10. The Contract shall be amended by:-
- (a) the definition of "settlement cheque" in Clause 1 is amended by deleting the existing definition of "settlement cheque" and replace it with the following definition of "settlement cheque":

"an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
 - (b) The deletion of the word "Normally" from Clause 4.1.
 - (c) Clause 7.1.3: Replace the words "14 days" with the words "7 days".
 - (d) Clause 7.2.1: Replace the amount "10%" with the amount "1%"
 - (e) Clause 8.1: Delete the words "on reasonable grounds".

- (f) Clause 10.1: Replace the first line with "The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of"
- (g) Clause 10.1.9: Replace the word "substance" with the word "existence".
- (h) Deletion of clause 14.4.2
- (i) Deletion of the words "plus another 20% of that fee" at the end of Clause 16.5.
- (j) the deletion of Clause 16.8.
- (k) Clause 23.9.1 is amended by deleting "1%" and replacing it with "10%"
- (l) Deletion of Clause 24.1.
- (m) Deletion of 23.6 and replaced with Special condition 18.
- (n) In Clause 23.7 replace the words "under clause 23.6" with "under Special Condition 18.
- (o) in Clause 23.14 relace the words "earlier than 7 days" with "earlier than 4 days"

Goods and Services Tax (GST)

- 11 Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:
- 11.1 The Purchaser warrants that the subject property will be used by the Purchaser predominantly for residential accommodation.
- 11.2 This warranty shall not merge on completion.
- 11.3 If the Purchaser breaches this warranty the Purchaser will indemnify the Vendor in relation to any liability for goods and services tax, interest and penalties thereon which the Vendor may have by reason of the supply of the property being a taxable supply within the meaning of Section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

Release of the Deposit

- 12. The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for the purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his conveyancer/solicitor requiring the release of

the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

Deposit

13. Deposit less than 10%

In the event that the Purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the Vendor becomes entitled to forfeit the deposit in accordance with Clause 9 hereof the Vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the Vendor herein contained or otherwise to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and 10% of the Purchase Price and the provisions of this Special Condition shall not merge upon completion hereof.

13.1 Acceptance of part deposit under a cooling off period

The Vendor will accept a deposit of 0.25% of the price on the date of this contract. The balance of the agreed deposit is payable before 5.00pm on the last day of the cooling off period of this contract. This is an essential provision of this contract.

Transfer

14. Should the Purchaser fail to serve the form of transfer in accordance with clause 4.1 then the Purchaser shall pay a fee of \$110.00 to the Vendor's solicitor which amount is agreed to be liquidated damages Vendor incurred and otherwise arising from the failure of the Purchaser to comply with this clause.

Guarantors (Only applicable if Purchaser is a Company or Trust of a Company, then the Guarantor to sign)

15.

The Vendor has entered into this Contract with the Purchaser at the request of (the "*Guarantor*") and in consideration therefore and by signing this Contract the Guarantor hereby guarantees the performance of each and every condition herein contained to be performed by the Purchaser including but without limiting foregoing the payment of the Purchase Price and any other money payable pursuant to this Contract and Guarantor hereby agrees that in the event that the Purchaser fails to honour any of the Purchaser's obligations herein contained, the Guarantor will in place of the Purchaser be personally liable, both jointly and/or separately with the Purchaser for the performance of the Purchaser's obligations under this Contract any failure on the part of the Guarantor to do so shall render the Guarantor liable to the Vendor as if the Guarantor was the Purchaser named in this Contract.

Signature of Director

Signature of Director

Name of Guarantor

Name of Guarantee

Address of Guarantor

Address of Guarantor

Cancelled or Re-scheduled Settlement

16. If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$110.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

Service of Documents

17. Despite condition 20.6.5, a document is sufficiently served for the purpose of this Contract if the document is sent by fax to any party whose fax number appears in this Contract. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:

(a) Then sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is taken not to have taken place,
or

(b) The time of dispatch:

(i) is a bank or public holiday or a Saturday or a Sunday in the place to which the document is sent, or

(ii) is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or a Sunday,

In which case the document is taken to be received at 9:00am on the next day that is not a bank or public holiday or a Saturday or a Sunday.

18. Special contribution (only applicable if the property is Strata)

If this contract pertains to the sale of a property within a strata plan, in the event there is a special contribution levied by the owner's corporation which is not a periodic contribution:

- (a) The Vendor shall be liable for all instalments toward that special contribution which are due and payable before the contract date: and
(b) The Purchaser shall be liable for all instalments which are due and payable after the contract date.

19. Vendor disclosure

The Vendor discloses that Bar on the Balcony has been built without Owners Corporation approval.

The Purchaser agrees that no right of objection, requisition, rescission or claim or compensation shall arise thereby.

The Purchaser acknowledges that the Vendor makes the disclosure referred above for the compliance with the Conveyancing (Sale of Land) Regulation Act.

This special condition shall not merge on completion.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 34/SP64321

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/5/2017	11:15 AM	4	25/6/2014

LAND
-----LOT 34 IN STRATA PLAN 64321
AT ENGADINE
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE
-----JANAYA JUNE PENDER
NATHAN JAMES CROFT
AS JOINT TENANTS

(T AI682913)

SECOND SCHEDULE (3 NOTIFICATIONS)

1	INTERESTS RECORDED ON REGISTER FOLIO CP/SP64321
2	AI682914 MORTGAGE TO AFSH NOMINEES PTY LTD
3	AI682915 MORTGAGE TO INDIGENOUS BUSINESS AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 24/5/2017

* 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.

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: CP/SP64321

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/5/2017	11:15 AM	7	22/8/2016

LAND
-----THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 64321
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAMAT ENGADINE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF HEATHCOTE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP64321FIRST SCHEDULE
-----THE OWNERS - STRATA PLAN NO. 64321
ADDRESS FOR SERVICE OF DOCUMENTS:
"PARKVIEW"
51-57 RAILWAY PARADE
ENGADINE 2233SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION C HAS BEEN ADOPTED
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
- 3 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S) & MEMORANDUM
S700000B
- 4 DP646380 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1006969 RIGHT OF CARRIAGEWAY , EASEMENT FOR SERVICES AND
EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1006969 RIGHT OF CARRIAGEWAY , EASEMENT FOR SERVICES AND
EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 7 DP1006969 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AND VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 8 DP1006969 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AND VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 SP64321 POSITIVE COVENANT

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 24/5/2017

FOLIO: CP/SP64321

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

10 7766923 CHANGE OF BY-LAWS
 11 AC814795 CHANGE OF BY-LAWS
 12 AF569805 CHANGE OF BY-LAWS
 13 AH34933 CHANGE OF BY-LAWS
 14 AH34934 CHANGE OF BY-LAWS
 15 AJ567509 CHANGE OF BY-LAWS
 16 AK692690 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 64321

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 218	2	- 213	3	- 203	4	- 223
5	- 213	6	- 233	7	- 228	8	- 213
9	- 203	10	- 203	11	- 213	12	- 213
13	- 228	14	- 228	15	- 170	16	- 203
17	- 203	18	- 213	19	- 213	20	- 228
21	- 228	22	- 223	23	- 208	24	- 213
25	- 213	26	- 218	27	- 228	28	- 233
29	- 208	30	- 213	31	- 218	32	- 223
33	- 233	34	- 238	35	- 208	36	- 208
37	- 218	38	- 218	39	- 228	40	- 228
41	- 213	42	- 208	43	- 223	44	- 218
45	- 238	46	- 233				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

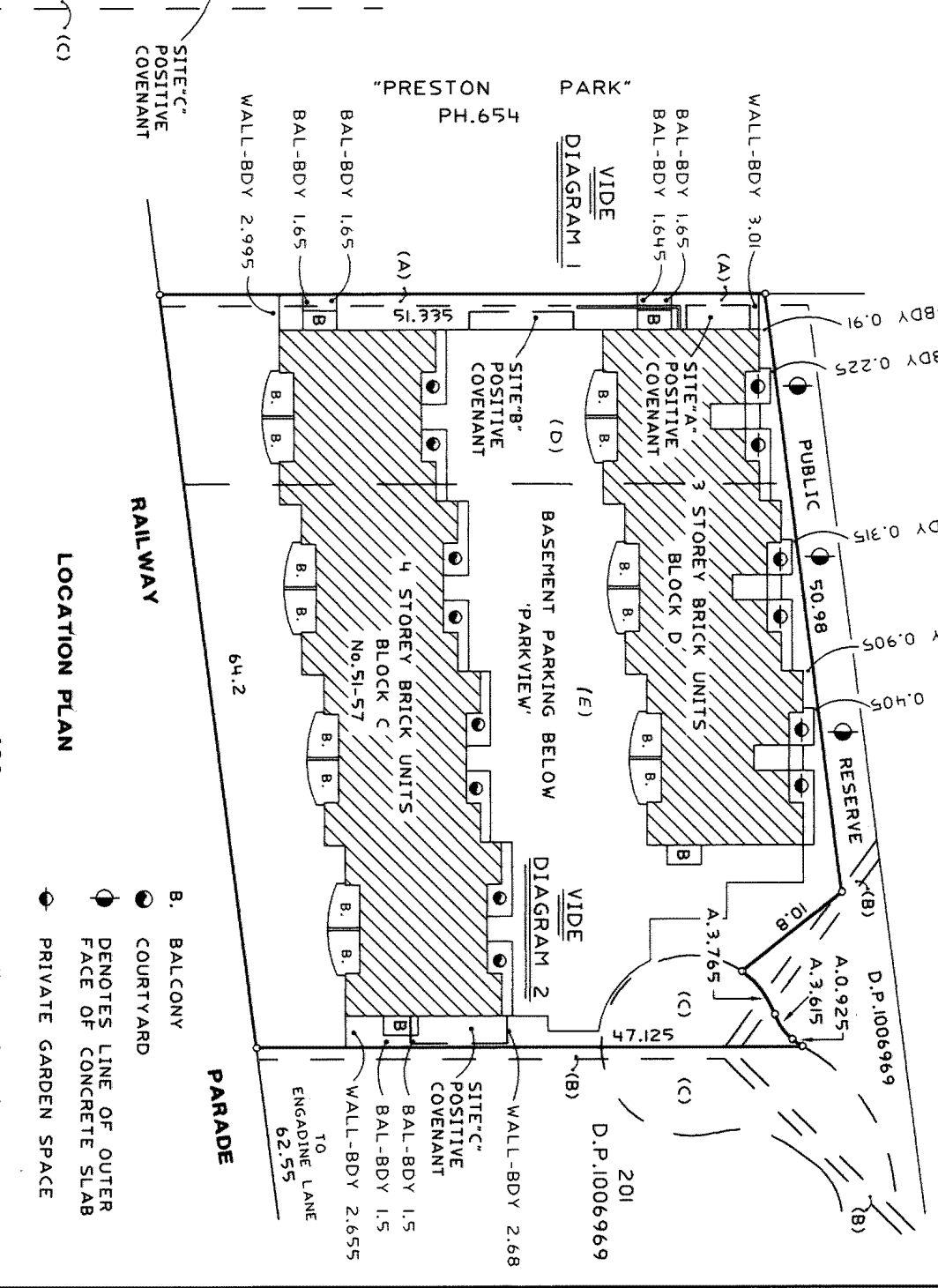
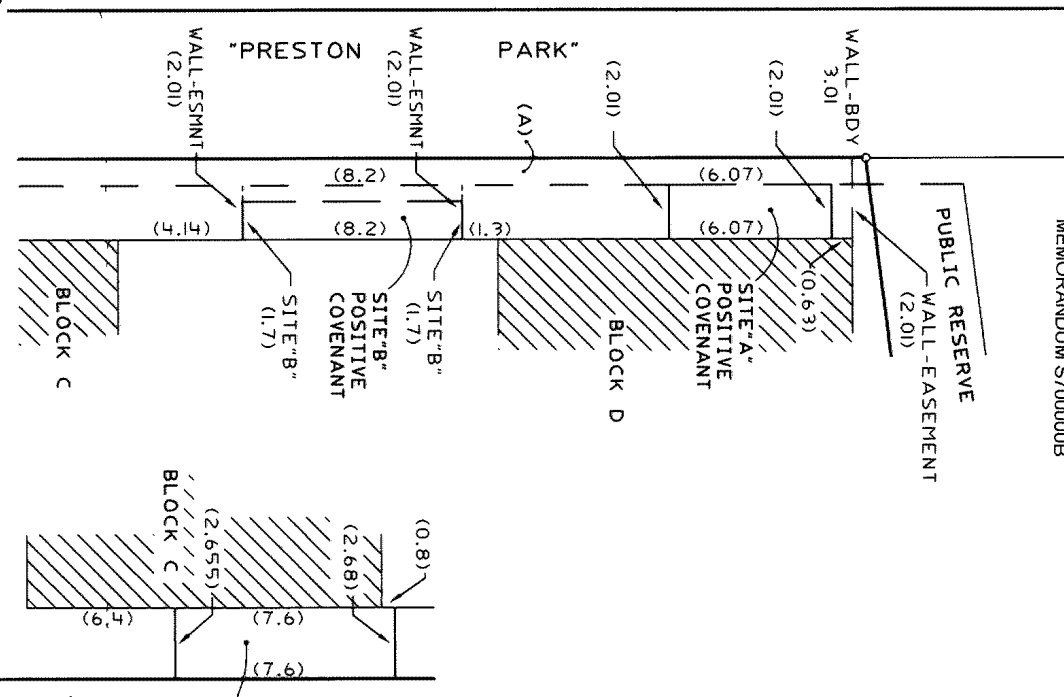
Sheet No. 2 of 7 Sheets

- (A) EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE WIDTH (D.P.646380)
- (B) EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE WIDTH (D.P.1006969)
- (C) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P.1006969)
- (D) EX MINERALS & RESNS & CONDS - CROWN GRANT
- (E) EX MINERALS & RESNS & CONDS - MEMORANDUM S700000B

SP64321

STRATA PLAN

OFFICE USE ONLY



LOCATION PLAN

- B. BALCONY
- COURTYARD
- DENOTES LINE OF OUTER FACE OF CONCRETE SLAB
- PRIVATE GARDEN SPACE

Reduction Ratio 1: 400

Lengths are in metres

Benjamin
Registered Surveyor

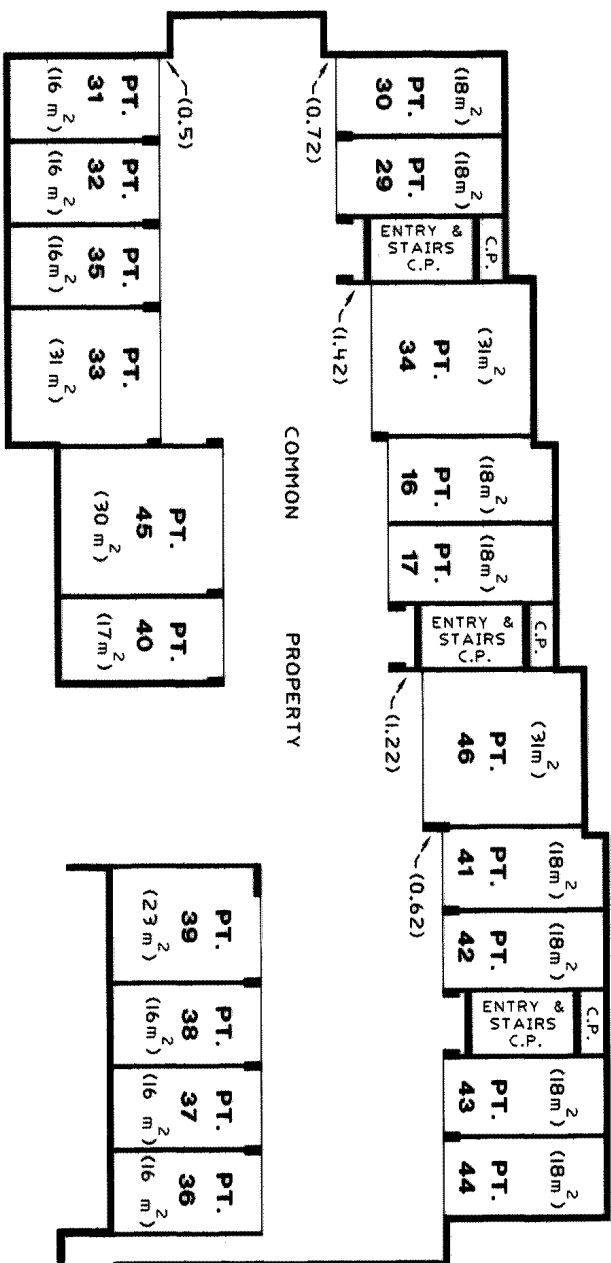
Benjamin
General Manager / Licensed person

SURVEYORS REFERENCE: 23060S4 4.12.00

SP64321

ALL AREAS ARE APPROXIMATE

SCHEDULE OF UNIT ENTITLEMENT		SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	218	24	213
2	213	25	213
3	203	26	218
4	223	27	228
5	213	28	233
6	233	29	208
7	228	30	213
8	213	31	218
9	203	32	223
10	203	33	233
11	213	34	238
12	213	35	208
13	228	36	208
14	228	37	218
15	170	38	218
16	203	39	228
17	203	40	228
18	213	41	213
19	213	42	208
20	228	43	223
21	228	44	218
22	223	45	238
23	208	46	233
AGGREGATE		10000	



LOWER BASEMENT

Reduction Ratio 1: 200

Lengths are in metres

Devi H. Narasimhan
Registered Surveyor

Devi H. Narasimhan
Registered Surveyor

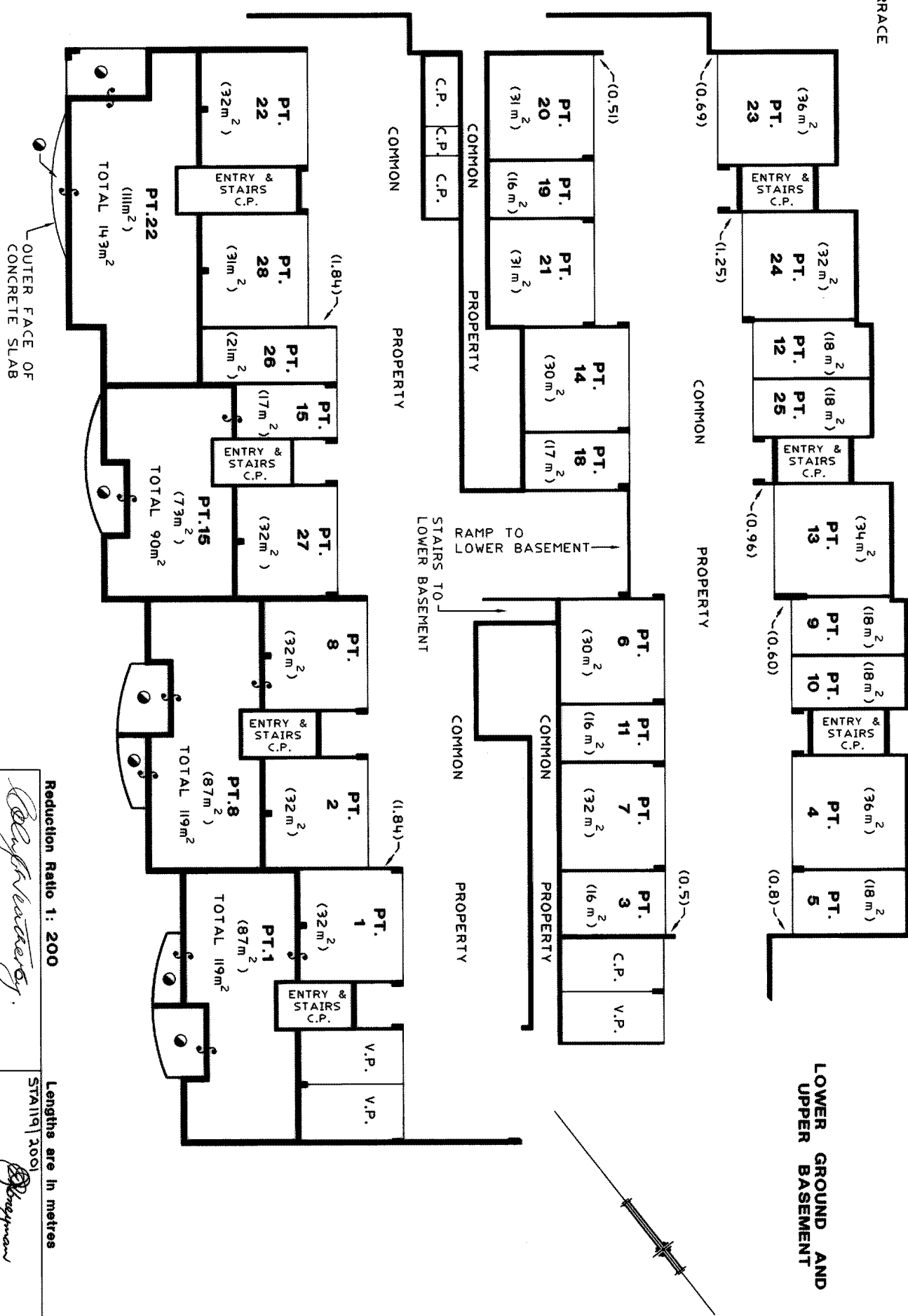
SURVEYORS REFERENCE: 23060S4 4.12.00

ALL AREAS ARE APPROXIMATE
V.P. - VISITOR PARKING
C.P. - COMMON PROPERTY

● TERRACE

SP64321

LOWER GROUND AND
UPPER BASEMENT



Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 23060S4 4.12.00

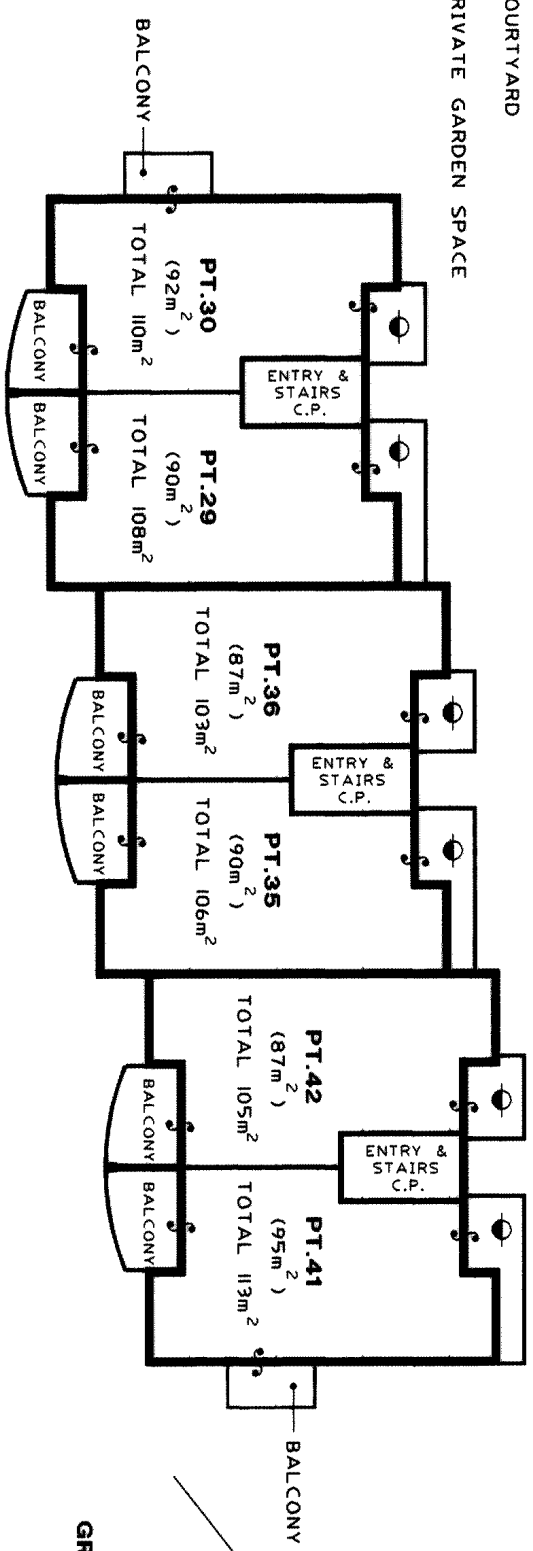
Colin McCreary
Registered Surveyor

Anthony
General Manager/Authorised person

ALL AREAS ARE APPROXIMATE

COURTYARD

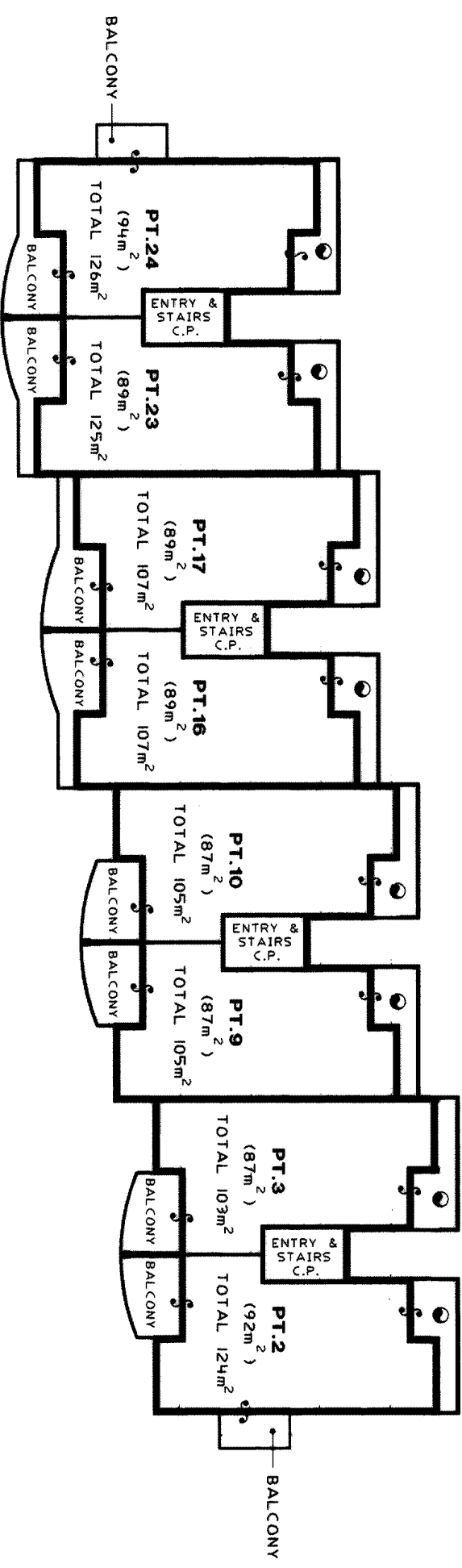
PRIVATE GARDEN SPACE



GROUND FLOOR

THE STRATA OF THE BALCONIES EXTEND BETWEEN THE UPPER CONCRETE FLOOR SURFACE AND 2.5 ABOVE THE SAME EXCEPT WHERE COVERED

THE STRATA OF THE COURTYARDS AND PRIVATE GARDEN SPACES EXTEND BETWEEN 2 BELOW (EXCEPT WHERE RESTRICTED BY THE UPPER CONCRETE SURFACE OF THE STRUCTURE BELOW) AND 2.5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.



SP64321

Reduction Ratio 1 : 200

Lengths are in metres

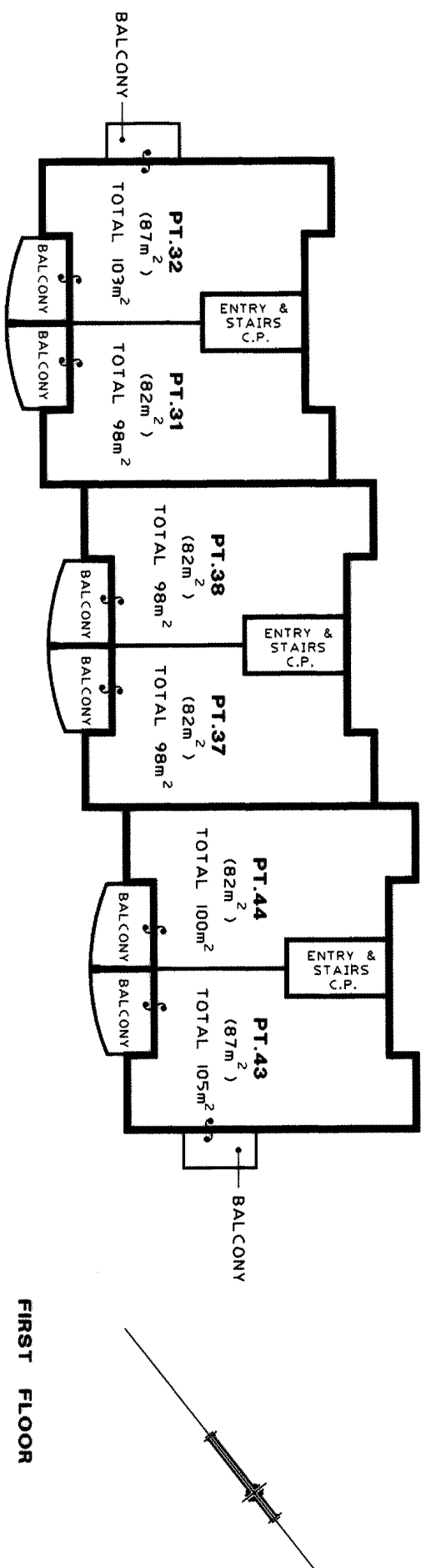
Boyd
Registered Surveyor

STAIRWELL
Boyd
General Manager/Authorised person

SURVEYORS REFERENCE: 23060S4 4.12.00

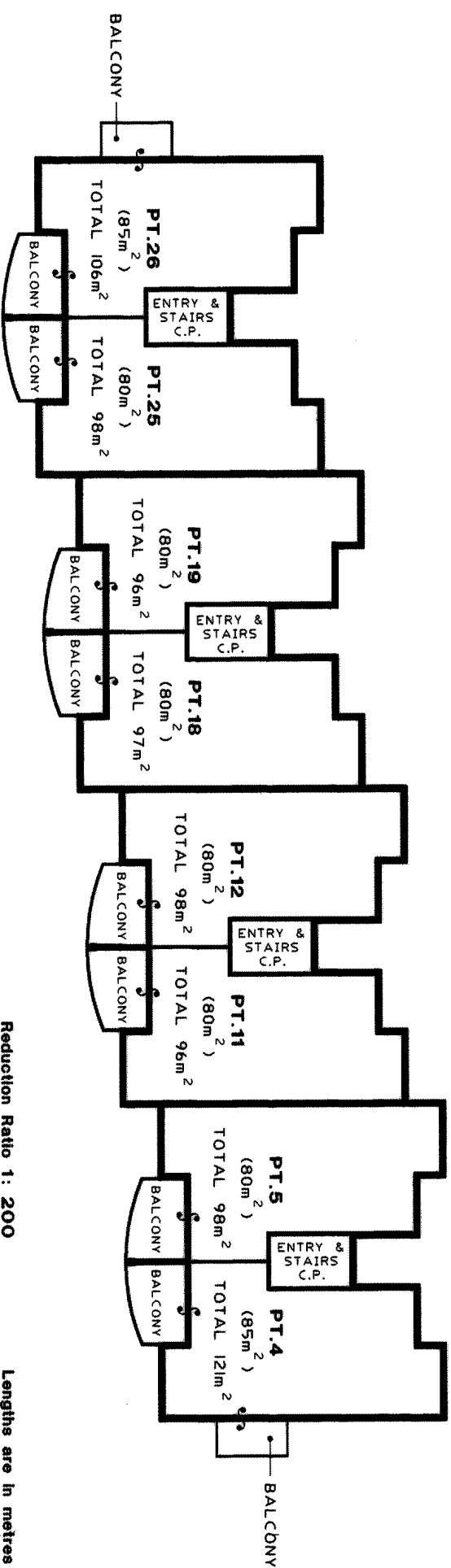
ALL AREAS ARE APPROXIMATE

SP64321



FIRST FLOOR

THE STRATA OF THE BALCONIES EXTEND BETWEEN THE UPPER CONCRETE FLOOR SURFACE AND 2.5 ABOVE THE SAME EXCEPT WHERE COVERED



Reduction Ratio 1: 200

Lengths are in metres

ST9119/2001

Registered Surveyor

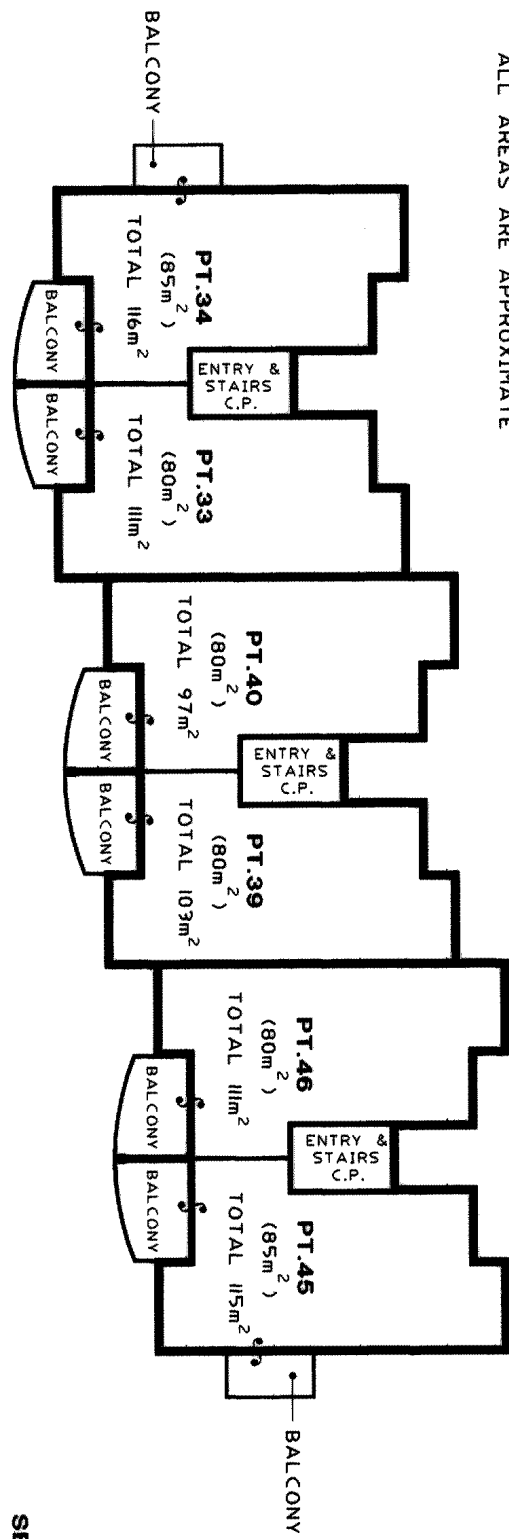
~~General Manager /~~ Authorised person

SURVEYORS REFERENCE: 23060S4 4.12.00

*OFFICE USE ONLY

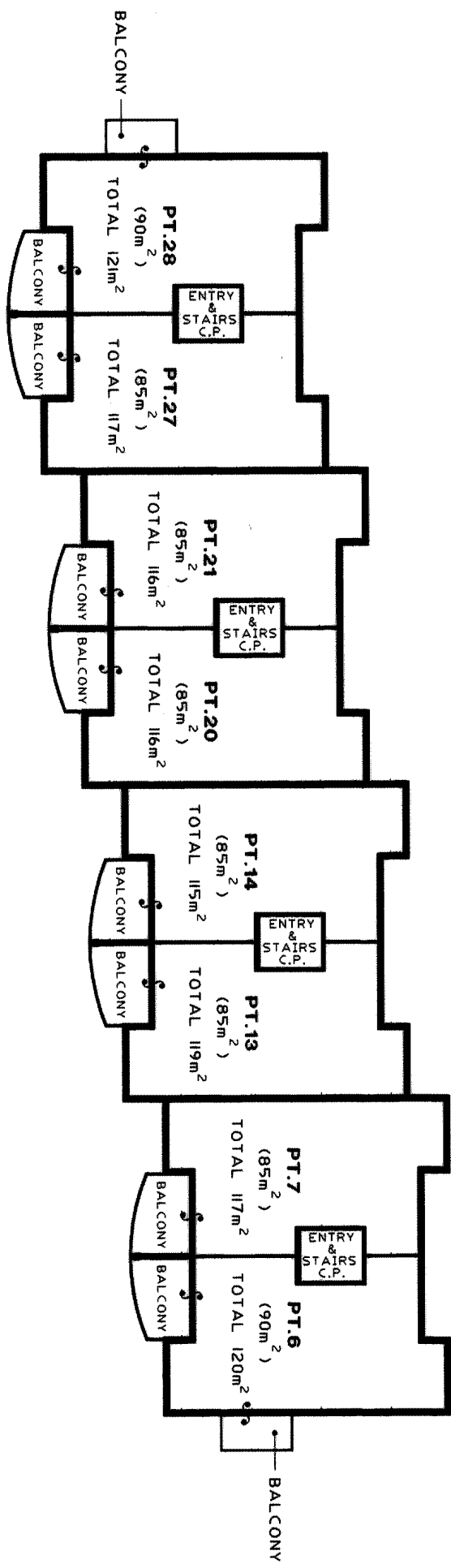
ALL AREAS ARE APPROXIMATE

SP64321



SECOND FLOOR

THE STRATA OF THE BALCONIES EXTEND BETWEEN THE UPPER CONCRETE FLOOR SURFACE AND 2.5 ABOVE THE SAME EXCEPT WHERE COVERED



Reduction Ratio 1: 200

Lengths are in metres

Anthony
Registered Surveyor

Anthony
General Manager/Authorised person

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

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1

SP64321

Plan of Strata Subdivision of
Lot 202 in DP1006969
Covered by Council Clerk's
Certificate No. STA119/2001

Full name and address of
Proprietor of the land.

Pluteus (No.182) Pty Limited
ACN: 003 481 810
67 Beresford Avenue
GREENACRE NSW 2190

-
1. Identity of positive covenant
firstly referred to in
abovementioned plan.

Positive Covenant.

SCHEDULE OF LOTS AFFECTED

Lot burdened.

Authority Benefited.

Common Property

The Council of Sutherland Shire

Approved by The Council of Sutherland Shire

23060S84

.....
Authorised Officer

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

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 2

SP64321

Plan of Strata Subdivision of
Lot 202 in DP1006969
Covered by Council Clerk's
Certificate No. STA119/2001

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

1. The Owners' Corporation in respect of the Common Property hereby burdened with respect to the detention facilities shown as Site 'A' positive covenant, Site 'B' positive covenant and Site 'C' positive covenant on the abovementioned plan and more particularly described in Engineering Plan No.23060E2(A) dated 30 June 1999 (Council's File Ref:DA98/1222) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:
 - (a) Permit stormwater to be temporarily detained in the detention facilities.
 - (b) Keep the detention facilities clean and free from silt, rubbish and debris.
 - (c) Maintain and repair the detention facilities so that they function in a safe and efficient manner.
 - (d) Replace, repair, alter and renew the whole or parts of the detention facilities within the time and in the manner specified in a written notice issued by the Council.
 - (e) Not make any alterations to the detention facilities or elements thereof without prior consent in writing of the Council.
 - (f) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the registration of this clause.
 - (g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the clause within the time stated in the notice.

Approved by The Council of Sutherland Shire


.....
Authorised Officer

23060S84

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

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

PART 2

SP64321

Plan of Strata Subdivision of
Lot 202 in DP1006969
Covered by Council Clerk's
Certificate No. STA119/2001

-
2. In the event of the Owners' Corporation failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the owner/s the cost of carrying out the work and, if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under the clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible and will restore that land as nearly as practicable to its original condition.
3. In this Covenant, "Council" means The Council of the Sutherland Shire.
-

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of Sutherland Shire

Approved by The Council of Sutherland Shire

23060S84

..........
Authorised Officer

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

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

PART 2

SP64321

Plan of Strata Subdivision of
Lot 202 in DP1006969
Covered by Council Clerk's
Certificate No.STA119/2001

The COMMON SEAL of
PLUTEUS (NO.182) PTY LIMITED
ACN 003 481 810
Was hereunto affixed by Authority
Of the Board of Directors in the
presence of:

)
)
)
)
)
)
)



.....
Director

.....
Secretary

SIGNED in my presence for GIO FINANCE
LIMITED (ACN 002 812 704) by its Attorney
ENRICO DISANTO
who is personally known to me and who holds
the position of **LOANS**
ADMINISTRATION SUPERVISOR
GIO FINANCE LIMITED (ACN 002 812 704)
pursuant to the Power of Attorney dated
9 May 1997
Registered Book 4166 No. 292

Enrico Disanto

[Signature]

Approved by The Council of Sutherland Shire

.....
[Signature]

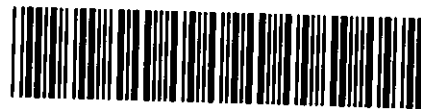
Authorised Officer

23060S84

Form: 15CB
Licence: 98M111
Edition: 0911

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



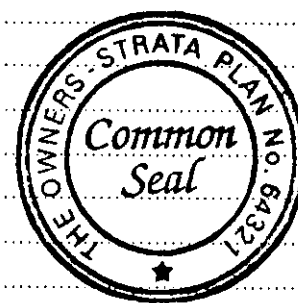
AK692690D

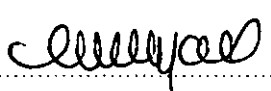
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to use the information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search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

(A) TORRENS TITLE	For the common property CP/SP 64321		
(B) LODGED BY	Document Collection Box 281M	Name, Address or DX, Telephone, and Customer Account Number if any MCM STRATA REGISTRATIONS 135026A 8 HILLCREST AVENUE, ASHFIELD NSW 2131 Reference (optional): MARIA MAIRE (PH.0412445091)	CODE CB

- (C) The Owners-Strata Plan No. **64321** certify that pursuant to a resolution passed on **26 APRIL 2016**
- (D) and in accordance with the provisions of **SECTION 47**
the by-laws are changed as follows— **STRATA SCHEMES MANAGEMENT ACT, 1996**
- (E) ~~Repealed by law No.~~
Added by-law No. **SPECIAL BY-LAW NO 2 - RENOVATIONS.**
~~Amended by law No.~~
as fully set out below:

REFER TO ANNEXURE 'A'



- (F) The common seal of the Owners-Strata Plan No **64321** was affixed on **20 JUNE 2016** in the presence of—
- Signature(s) 
- Name(s) **MARIA MAIRE, STRATA MANAGER**

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

12 pages attached 22/8/16

ANNEXURE 'A' STRATA PLAN NO. 64321
51-57 RAILWAY PARADE ENGADINE
SPECIAL BY-LAW NO. 2 – RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to your apartment or a common area in the building.

2. Definitions & Interpretation

In this by-law:

“**apartment**” means a lot in the strata scheme,

“**annexure**” means the annexure to this by-law,

“**building**” means the apartment building in the strata scheme in which your apartment is located,

“**common area**” means the common property in the strata scheme,

“**renovations**” means any work involved in the making of alterations or additions to an apartment or a common area, or both, including, but not limited to:

- the refurbishment of part of an apartment such as a kitchen or bathroom renovation,
- the reconfiguration of an apartment by moving walls, windows or doors,
- the demolition of the whole or part of an internal wall within an apartment (whether it is a load bearing or non-load bearing wall),
- the installation of a skylight, whirlybird, ventilation or exhaust fan,
- the installation of an air conditioning system, a hot water heater or a similar device,
- the erection of an awning or sun shade on the outside of the building,
- the installation of a new floor or new floor coverings in an apartment,
- the installation of down lights in the ceiling of an apartment,
- the installation of new, or the reconfiguration of existing, electrical or plumbing infrastructure in an apartment or a common area including pipes, wires, cables, ducts, power points or switches, or
- the replacement of a window or door on the boundary of an apartment,

but excluding minor works such as the replacement of carpet in an apartment, the painting of an apartment or the hanging of pictures or art works on the walls of an apartment,

“**strata scheme**” means the strata scheme based on Strata Plan No. 64321, and

“**you**” means an owner of an apartment and includes your successors in title.



3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

- 3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval for the renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3 Your application must contain:
 - (a) Your name, address and telephone number,
 - (b) Your apartment and lot number,
 - (c) A description of the renovations,
 - (d) Drawings, plans and specifications for the renovations, and
 - (e) The name, licence number and telephone number of the contractor who will carry out the renovations.
- 3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations will involve alterations or additions to a common area.
- 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.6 The owners corporation may engage a consultant to assist it review your application.
- 3.2.7 The owners corporation may:
 - (a) approve your application either with or without conditions, or
 - (b) refuse to approve your application (but it must not act unreasonably when doing so).
- 3.2.8 If your renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations,

(b) Local Council Approval

if required by law, obtain a Complying Development Certificate for the renovations, or the approval of the Local Council for the renovations and a construction certificate for the renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home warranty insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not affect the structural integrity of the building or any part of it,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$2,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

- 4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

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

(b) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(c) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(d) Quality of Renovations

make certain the renovations are built in accordance with any specifications for them and that the renovations comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(e) Variation to Renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(f) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(g) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation and is not disposed of in the garbage bins for the building or left in a common area,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(k) Protection of Building

(i) protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls, floors and any lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(ii) keep all areas of the building affected by the renovations structurally sound during the renovations,

(iii) make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed,

(l) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(m) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and between 8.00am – 4.00pm on Saturday and are not carried out any other times including on Sunday or public holidays,

(n) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the

services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended during the renovations or left open for longer than is reasonably necessary,

(s) Costs of Renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Provide an Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not effect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards.

4.4 Enduring Obligations

You must:

(a) Maintenance of Renovations

properly maintain the renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Prevent Excessive Noise

ensure that any equipment forming part of the renovations (for example, an exhaust fan or an air conditioning condenser) does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(c) Repair Damage

repair any damage to another apartment or the common areas caused by the renovations,

(d) Flooring

ensure that any floor coverings installed in an apartment during the renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations (for example, the conditions of the Local Council's approval for the renovations or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or
- (b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach (including, if necessary, removing any renovations which it has not approved of, cleaning any damage or mess created by the renovations, or repairing any part of the renovations which you do not),
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

If authorised by law, the executive committee may grant an approval for your renovations under this by-law.

8. Exclusive Use or Special Privileges By-Law

- 8.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 52 or 65A of the *Strata Schemes Management Act 1996* for or in relation to your renovations.
- 8.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your renovations or otherwise, a separate by-law to be made under section 52 or 65A of the *Strata Schemes Management Act 1996* to approve your renovations in accordance with clause 3.2.8.

ANNEXURE

Motion and By-Law for Renovations

That the owners corporation specially resolves pursuant to sections 52 and 65A of the *Strata Schemes Management Act 1996* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Renovations on the conditions of the Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in Strata Plan No. 64321;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“Renovations By-Law” means Special By-Law No. 1 – Renovations as amended from time to time.

3. Authorisation for Renovations

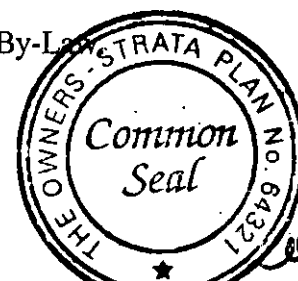
The owners corporation grants the Owner:

- (a) the special privilege to, at the Owner’s cost, carry out the Renovations strictly in accordance with the Plans; and
- (b) the exclusive use and enjoyment of the common property to be occupied by the Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Renovations By-Law will apply to the Renovations.
- 4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Renovations By-Law with respect to the Renovations.
- 4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Renovations and the common property occupied by the Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Renovations By-Law with respect to the Renovations.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Renovations for the purposes of the Renovations By-Law.



Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

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



AJ567509S

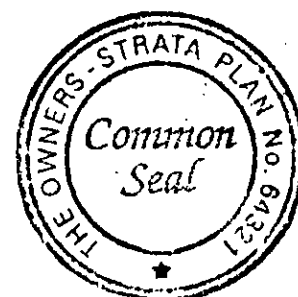
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP / SP 64321	
(B) LODGED BY	Document Collection Box W	Name, Address or DX, Telephone, and Customer Account Number if any MCM STRATA REGISTRATIONS 8 HILLCREST AVENUE, ASHFIELD NSW 2131 Reference: Maria Maire - Phone 0412445091
		CODE CB

- (C) The Owners-Strata Plan No. **64321** certify that pursuant to a resolution passed on **5 JUNE 2015** and
(D) in accordance with the provisions of Section 47 - Strata Schemes Management Act, 1996 (as amended)
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW NO. 24
Amended by-law No. NOT APPLICABLE
as fully set out below:

SPECIAL BY-LAW NO. **24**
Service of Documents on an Owner of a lot by the 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.



- (F) The common seal of the Owners-Strata Plan No. **64321** was affixed on **12 JUNE 2015** in the presence of—

Signature(s):

Name(s): Maria Maire Strata Manager

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

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

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



AH34934A

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 64321

(B) LODGED BY

Document Collection Box 1011N	Name, Address or DX and Telephone 123723 T R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: MK Tel: 9544 1520 Fax: 9523 3732	CODE CB
--	--	-----------------------

(C) The Owners-Strata Plan No. 64321 certify that pursuant to a resolution passed on 24 April 2012 and
in accordance with the provisions of No. 47 of the Strata Schemes Management Act 1996

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

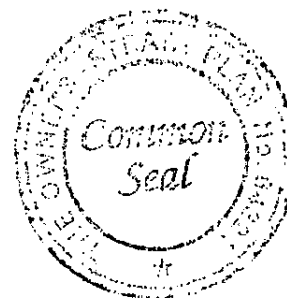
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 5

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure A Attached - Automatic Garage Door Opening Systems



(F) The common seal of the Owners-Strata Plan No. 64321 was affixed on 15th May 2012 in the presence of—

Signature(s):

Name(s): Christopher John Parker

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____

Position of authorised officer: _____

ANNEXURE "A"

AUTOMATIC GARAGE DOOR OPENING SYSTEMS

SPECIAL BY-LAW

(a) DEFINITIONS

- (i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:
- (A) "Act" means Strata Schemes Management Act 1996;
 - (B) "adjacent common property" means that part of the common property of the strata plan which is within 15cm of the automatic garage door opening system or any part thereof;
 - (C) "automatic garage door opening system" means, in respect of all lots in the strata plan to which this By-Law applies, the automatic garage door opening system for the lot comprised of:-
 - (i) the motor; and,
 - (ii) the control arm; and,
 - (iii) associated wiring, cables and ducting; and,
 - (D) "works" means all or any maintenance, repair, removal or replacement that the proprietor undertakes;
- (ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words have in the Act;

(b) RIGHTS AND OBLIGATIONS

The proprietor, being the owner of the Lot, is conferred with the special privilege in respect of common property to install an automatic garage door opening system SUBJECT TO the due observance and performance by the proprietor with the following conditions:-

(i) INSTALLATION

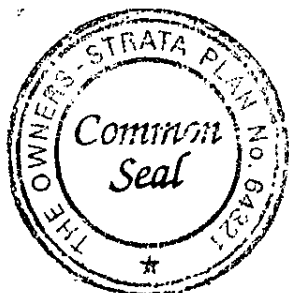
The automatic garage door opening system will be installed to the lot OR at a suitable point as nominated by the owners corporation; No wiring, cables or ducting can be run through the roof space of the complex.

(ii) MAINTENANCE

The proprietor shall maintain the automatic garage door opening system in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(iii) COMMON PROPERTY MAINTENANCE

The proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the adjacent common property;



[Handwritten signature]
6/15/5/14

(iv) NOISE TRANSFER

The proprietor must not operate the automatic garage door opening system or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Council regulations.

(v) DAMAGES DURING WORKS

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

(vi) APPEARANCE

The proprietor shall ensure that the overall appearance of the strata scheme is in no way compromised by the installation of an automatic garage door opening system (refer by law 17, Schedule 1 of the Act).

(vii) INDEMNIFY OWNERS CORPORATION

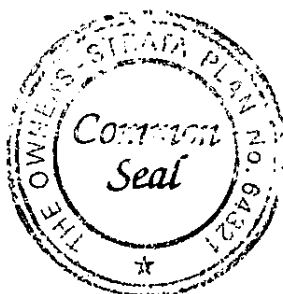
The proprietor shall keep the Owners Corporation indemnified against:-

- (A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the automatic garage door opening system; and
- (B) any liability for damage to the automatic garage door opening system caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Schemes Management Act 1996 in exercising the power of entry conferred by that section;

(viii) BY-LAW BREACH

Without prejudice to the other rights of the Owners Corporation where the proprietor fails or neglects to carry out any condition referred to herein then the Owners Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or proprietor of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the proprietor.

[Handwritten signature] 15/5/12



Form: 15CB
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CHANGE OF BY-LAW:
New South Wales
Real Property Act 1900



AH34933C

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 64321		
	(B) LODGED BY	Document Collection Box <i>1011N</i>	Name, Address or DX and Telephone <i>123723 T</i> P. D. & C. J. WILLIAMS LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: <i>MR</i> Tel: 9544 1520 Fax: 9523 3732

(C) The Owners-Strata Plan No. 64321 certify that pursuant to a resolution passed on 24 April 2012 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

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

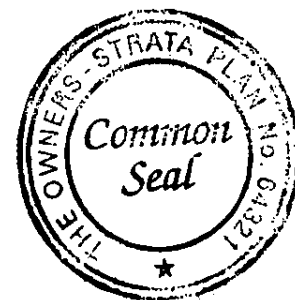
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 4

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure A Attached - Electronic Service of Documents



(F) The common seal of the Owners-Strata Plan No. 64321 was affixed on 15th May 2012 in the presence of—

Signature(s): *[Signature]*

Name(s): Christopher John Parker

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____

Position of authorised officer: _____

ANNEXURE A

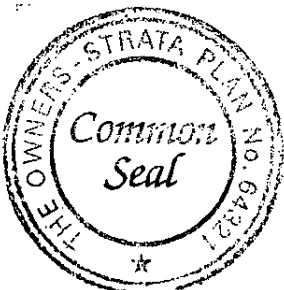
Service of Documents on Owner of Lot by Owners Corporation

SPECIAL BY-LAW

'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.'

A notice or document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.'

[Handwritten signature]
41 15/5/12



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

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



AF569805C

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.

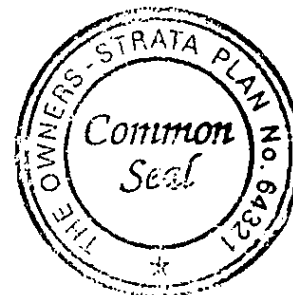
(A) TORRENS TITLE	For the common property CP/SP64321		
(B) LODGED BY	Document Collection Box 1011N	Name, Address or DX and Telephone R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 9944 1929 Fax: 9923 3732	CODE CB
		Reference: MR	

(C) The Owners-Strata Plan No. 64321 certify that pursuant to a resolution passed on 07 April 2010 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 24
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure "A" Cable TV



(F) The common seal of the Owners-Strata Plan No. 64321 was affixed on 03 June 2010 in the presence of—

Signature(s):

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

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

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

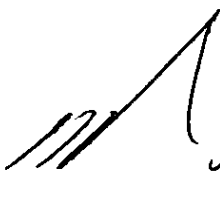
Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

ANNEXURE 'A'

Special By-Law – Cable TV

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions:-
- (i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, with limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and
 - (ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.
- (b) The Owner of a lot will be responsible, at its cost:-
- (i) to connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;
 - (ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;
 - (iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and
 - (iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.
- (c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.
- (d) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.

 3/6/10

97-15CB



B

CHANGE OF BY-LA

Strata Titles Act 1973
Real Property Act 1900



(A) COMMON PROPERTY
REFERENCE TO TITLE

CP/SP64321

(B) LODGED BY

WENDY JUDGE

L.T.O. Box 40	Name, Address or DX and Telephone 3 GENEVA PLACE ENGADINE NSW 2233 REFERENCE (max. 15 characters):	CB
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(C) THE PROPRIETORS of STRATA PLAN 64321 certify that pursuant to a resolution passed on 19 JUNE 2001 and in accordance with the provisions of section 51(1) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) REPEALED BY-LAW No.

~~INSERTED~~ / ADDED BY-LAW No. 20 - AIR CONDITIONERS
BY-LAW NO 21 - WORKS IN STRATA PLAN: 64321 as fully set out below.
BY-LAW NO. 22 - FIRE DOORS as fully set out and attached.

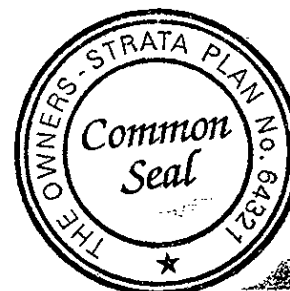
(E) The Common Seal of The Proprietors - Strata Plan No. 64321 was affixed on 12TH JULY 2001 in the presence of

Signature of Witness

SHARYN TAYLOR

Name of Witness - BLOCK LETTERS

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



0694LTO

CHECKED BY (Office use only)

17 July 2001 (SM)

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

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

INSTRUCTIONS FOR COMPLETION

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

(A) COMMON PROPERTY REFERENCE TO TITLE

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

(B) LODGED BY

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

(C) STRATA PLAN

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

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

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

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

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

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

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

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

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

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

(E) EXECUTION

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

(F) COUNCIL'S CERTIFICATE

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

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

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

BY-LAW NO. 20.

ANNEXURE A – AIR CONDITIONERS

SPECIAL BY-LAW - AIR-CONDITIONERS

The Owners – Strata Plan 64321 SPECIALLY RESOLVE pursuant to Section 51(1) of the Strata Schemes Management Act 1996 to make the additional by-law to deal with the installation and maintenance of air conditioning systems to individual Lots in the Strata Scheme as follows:

1. Window air-conditioners are not permitted.
2. Air-conditioner may be installed (other than those referred to in clause 1) with the approval of the Executive Committee of Strata Plan 64321 and subject to the following conditions.
 - i) The unit should be on absorbent pads.
 - ii) Owners should obtain any necessary approval from authorities (e.g. Council) at the owners expense.
 - iii) Three phase power is not permitted, 20 amps/32 amps maximum as determined by a licensed electrician.
3. Application for the installation of air-conditioners due to be in writing addressed to the Secretary of the Owners Corporation SP 64321 list full details of make, model, colour, size, noise output level, proposed location of installation of air-conditioner, condensate lines, power input and any other specification that may be required by the Executive Committee.
4. Any decision to approve or disapprove the installation of an air-conditioner will be made by the Executive Committee in writing.
5. If approved installation and maintenance will be subject to the rights and conditions imposed as set forth in this by-law.

A. DEFINITIONS

- (i) In this by-law, the following terms are defined to mean:

“Owner” means each of the owners for the time being of a lot.

“Owners Corporation” means The Owners – Strata Plan No. 64321

“Works” means the Works, alterations and additions undertaken by the owner to install an air conditioning system within a lot (including all ancillary structures, piping and ducting) including the installation of a compressor unit for the purpose of cooling and heating.

- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under the Act.

A. RIGHTS:

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- i) a special privilege in respect of the common property to erect and keep the Works to and on the common property; and
- ii) the exclusive use of those parts of the common property occupied by the Works.

B. CONDITIONS

Manner of Works

- (i) The Owner must undertake the Works in the following manner:
- (a) in accordance with the reasonable requirements of the Owners Corporation,
 - (b) in a good and workmanlike manner.
 - (c) In accordance with the requirement of all applicable regulatory authorities.

ANNEXURE A – AIR-CONDITIONERS

Maintenance

- (i) The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- (ii) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

- (iii) In performing the Works, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material in the manner reasonable, directed by the Owners Corporation;
 - (b) protect all areas of the building outside a lot from damage by the Works or by the transportation of construction materials, equipment and debris in the manner reasonably acceptable to the Owners Corporation;
 - (c) keep all areas of the building outside the lot clean and tidy throughout the performance of the Works;
 - (d) only perform the Works at the times approved by the Owners Corporation;
 - (e) not create noise that causes discomfort, disturbance or interfere with activities of any other occupier of the building;
 - (f) remove all debris resulting from the Works immediately from the building and;
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

- (iv) The Owner will be liable for any damage caused to any part of the common property as a result of the installation, use, maintenance, repair or removal of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- (v) The Works shall be done:
 - (a) in a proper and workmanlike manner and by duly licensed contractors;
and
 - (b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Right to Remedy Default

- (vi) If the Owner fails to comply with any obligation under this by-law THEN the Owners Corporation may:
 - a) carry out all Works necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out the work; and
 - c) recover the costs of carrying out that work from the Owners.

Further conditions to the granting of the By-law as follows:

- (a) The outdoor unit is to be installed above the concrete balcony of the lot.
- (b) The contractor installing the unit is to ensure that noise from the outdoor unit does not down penetrate the wall or through the ceiling of the lot.
- (c) All visible ducting, pipes or conduits are to be painted "Merino" colour or similar to match colour of the down pipe.

Further to this the Owners of the lot agree that if the Strata Scheme received any complaints from noise of the unit, the Owners will:

- (a) Take action to quieten the unit
- (b) Remove the unit from the building.

BY-LAW NO. 21

ANNEXURE B – WORKS IN STRATA PLAN: 64321

WORKS IN STRATA PLAN: 64321 OWNERS SPECIALLY RESOLVE pursuant to Section 51(1) of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:

PREAMBLE

Note that the passing of this By-law does not remove the necessity for Owners to request approval of Works. The approvals authority continues to be the Executive Committee of the Community Association following consent and any recommendations made in respect of your application, by your Strata Plan Executive Committee to whom application must be made for all building modifications.

1. DEFINITIONS:

- i) The following terms are defined to mean:

“Owners” means all of the lot owners of Strata Plan

“Community Association” means the Proprietor Community Association.

“Works” means any alteration or addition sought to be made by the owner.

- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. RIGHTS

- iii) Despite by-law 5 of Schedule One of the Strata Schemes Management Act 1996 and subject to the conditions in paragraph 3 of this by-law, Owners may install and maintain the Works.

3. CONDITIONS

Maintenance

- iv) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.
- v) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Further Consents

- vi) Before carrying out the Works, the Owners must obtain the prior written consent of the Owners Corporation (or its Executive Committee) and the approval of Community Association (or its Executive Committee).
- vii) The Owners Corporation or its Executive Committee shall consider any application for approval of any Work and if the application satisfies the criteria of clause 3 hereof, shall recommend approval to the Community Association of the application upon such terms as it may consider appropriate.
- viii) The Owners Corporation or its Executive Committee may delegate to a sub Committee of the Executive Committee, comprising no more than 4 persons, the function of investigating and reporting to the Executive Committee in relation to any application for any Works and may make any such recommendation to the Executive Committee as may be appropriate.

ANNEXURE B - WORKS IN STRATA PLAN: 64321

- ix) The Owners Corporation shall endeavor but shall not be required to consider and make recommendations in respect of any application relating to any Works within sixty (60) days of receipt of the written application to that effect from an Owner.
- x) The Owners Corporation in respect of any application previously made to its inception for approval of any Works, hereby:
 - (a) revokes any such approvals given;
 - (b) resolves not to challenge the right of any owner to have made any such application for approval of any Works approved to date; and
 - (c) undertakes simultaneously to seek approval of any such applications made to the Owners Corporation, from the Community Association.

Style and Design

- (xi) when carrying out the Works, Owners must ensure the Works:
 - a) are in keeping with the overall appearance of the building; and
 - b) are of a style, design, colour and specification as approved by the Community Association (or its executive Committee) from time to time;

Performance of the Works

- (xii) When carrying out the Works, the Owners must:
 - a) protect all areas of the building outside their lot from damage from carrying out the Works;
 - b) keep all areas of the building outside their lots clean and tidy when carrying out the Works;
 - c) remove all debris resulting from the Works immediately from the lot; and
 - d) comply with the requirements of the Owners Corporation and of the Community Association to comply with any other by-laws concerning the installation of the Works.

Liability

- (xiii) The Owners will be liable for any damage caused to any part of the common property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

- (xiv) The Owners 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 by Works for 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.

BY-LAW NO. 22.

ANNEXURE C – FIRE DOORS

The Owners Strata Plan 64321 specially resolve, pursuant to section 51(1) of the Strata Schemes Management Act 1996 to make additional by-law in the following terms:

1. Definitions

- i) 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 at the date of registration of the strata scheme.
- ii) 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,

2. Duties of Owners

- ii) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
- iii) 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
- iv) 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.

3. Liability

- i) 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.
- vi) 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.

4. Indemnity

- vii) 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.

5. Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- viii) carry out all work necessary to perform the obligation;
- ix) enter upon any part of the parcel to carry out that work; and
- ix) recover the costs of carrying out that work as a debt from the owner of the lot.

RP 63



MEMORANDUM

" \$700000⁰

OFFICE USE ONLY

	of	
\$ No Fee		

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagor, charges &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provision which are deemed to be set out at length in such folios as refer to this memorandum.

[Signature]
Signature of Authorised Officer

1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]
Registrar General



AP 63



S. 700,000.00

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

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To be signed by the authorised officer for the lessor, mortgagee, charges &c.

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On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum. as refer to this memorandum.

Signature of Authorised Officer

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2. Provision for subsidence. WHEREAS -

- mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same; and

- metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

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Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981

Signature of Registrar General

Registrar General



RP 63



MEMORANDUM

S. 700,000

OFFICE USE ONLY

	of	
\$ No Fee		

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Signature of Authorised Officer

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2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

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Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

Registrar General



RP 63



5,700,000⁰⁰

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

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Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, charge &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

James

Signature of Authorised Officer

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3. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

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Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

Registrar General



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

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AC814795P

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

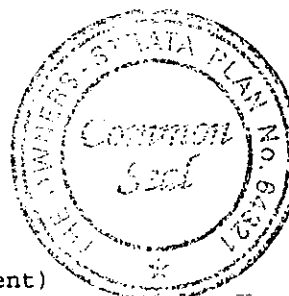
(A) TORRENS TITLE	For the common property CP/SP64321			
	(B) LODGED BY	Delivery Box 1011N	Name, Address or DX and Telephone 123723T Reference (optional): MR	R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 9544 1520 Fax: 9523 3732

- (C) The Owners-Strata Plan No 64321 certify that pursuant to a resolution passed on 04 December 2006 and in accordance with the provisions of
- (D) section 51 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No _____
Added by-law No 23
Amended by-law No _____
as fully set out below.

Refer Annexure 'A'.

- (F) The common seal of the Owners-Strata Plan No 64321 was affixed on 12 December 2006 in the presence of—

Signature(s):



Name(s): Christopher John Parker (Strata Managing Agent)

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

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

I certify that

has approved the change of by-laws set out

herein.

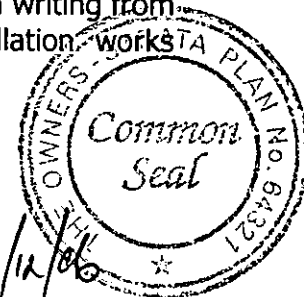
Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Special By-Law – Cable or Satellite TV

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions to grant, to the owner of a particular lot:-
- (i) the power to acquire and install or arrange the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lot and the common property in accordance with the Owners Corporations' instruction; and
 - (ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.
- (b) The Owner of a lot will be responsible, at its cost:-
- (i) to install (as above) and connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;
 - (ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;
 - (iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and
 - (iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.
- (c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.
- (d) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.
- (e) Individual unit owners must provide a works plan and obtain approval in writing from the Owners Corporation or Executive Committee before any installation commence.
- (f) No more than one riser per stairwell is permitted.



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REF TO MEMO S700000A IN (F) AMENDED TO S700000B IN LP/NSW VIDE 84/2001 12 10-4-2001

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED
PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1

Plan: **DP1006969**

Plan of Subdivision of
Lots 737-742 inclusive in DP752033
And Lots 1 & 2 in DP322652
covered by Council Clerk's
Certificate No. 30 of 2000

Full name and address of
Proprietor of the land.

Pluteus (No.182) Pty Ltd
ACN 003 481 810
67 Beresford Avenue
GREENACRE NSW 2190

- | | | |
|----|--|---|
| 1. | Identity of Easement to be created
and firstly referred to in the
abovementioned plan. | Right of Carriageway, Easement for
Services and Easement to Drain
Water Variable Width. |
|----|--|---|

SCHEDULE OF LOTS AFFECTED

Lots Burdened.

Lots Benefited.

201
202

202
201

- | | | |
|----|---|---|
| 2. | Identity of Easement to be created
and secondly referred to in the
abovementioned plan. | Easement to Drain Water 1 Wide and Variable
Width. |
|----|---|---|

SCHEDULE OF LOTS AFFECTED

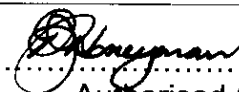
Lots Burdened.

Lots Benefited.

201
202
203

202, 203, 1/1003566, 2/809920, CP/SP41051
203, 2/809920, CP/SP41051
2/809920, CP/SP41051

Approved by The Council of the Sutherland Shire

.....

Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED
PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 1A

DP1006969

Plan of Subdivision of
Lots 737-742 inclusive in DP752033
And Lots 1 & 2 in DP322652
covered by Council Clerk's
Certificate No. 30 of 2000.

-
1. Identity of Easement to be Released Easement to Drain Water 1 Wide (DP880106).
and firstly referred to in the
abovementioned plan.

SCHEDULE OF LOTS AFFECTED

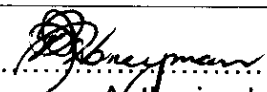
Lots Burdened.

Lot 741 in DP752033
Lot 742 in DP752033

Lots Benefited.

Lot 1 in DP1003566
Lot 1 in DP1003566

Approved by The Council of the Sutherland Shire

.....

Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

PART 2

DP1006969

Plan of Subdivision of
Lots 737-742 inclusive in DP752033
And Lots 1 & 2 in DP322652
covered by Council Clerk's
Certificate No. 30 of 2000

1. TERMS OF RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER VARIABLE WIDTH FIRSTLY REFERRED TO IN THE AOBVEMENTIONED PLAN.

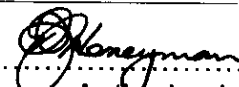
Terms of Right of Carriageway, Easement for Services and Easement to Drain Water are as set out in Schedules 4A or 8 of the Conveyancing Act 1919.

In addition that part of the Right of Carriageway, Easement for Services and Easement to Drain Water designated as Site 'D' on the face of the survey plan has as its lower limit a reduced level of 187.45 m in relation to the Australian Height Datum.

The owner of the lot hereby burdened has the right to carry out works within the area of the site denoted 'D' to enable repair, maintenance or otherwise of the structures that lie below the limit of the Right of Carriageway, Easement for Services and Easement to Drain Water.

Any disturbance to the concrete driveway, service provision or drainage system within the Right of Carriageway, Easement for Services and Easement to Drain Water caused by such repair, maintenance or other works to structures lying below the limit of the Right of Carriageway, Easement for Services and Easement to Drain Water shall be made good promptly and at the expense of the lot hereby burdened.

Approved by The Council of the Sutherland Shire

.....

Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

PART 2

DP1006969

Plan of Subdivision of
Lots 737-742 inclusive in DP752033
And Lots 1 & 2 in DP322652
covered by Council Clerk's
Certificate No. 30 of 2000

The COMMON SEAL of
PLUTEUS (NO.182) PTY LTD
ACN 003 481 801
was hereunto affixed by authority
of the Board of Directors in
accordance with the Articles of
Association of the Company and
in the presence of:



Director

SIGNED in my presence for GIO FINANCE
LIMITED (ACN 002 812 704) by its Attorney

who is personally known to me and who holds
the position of

GIO FINANCE LIMITED (ACN 002 812 704)
pursuant to the Power of Attorney dated

5 May 1999
Registered in the Land Office, 292

Witness: *[Signature]*

Approved by The Council of the Sutherland Shire

[Signature]
Authorised Officer

REGISTERED



12.11.1999

PLAN FORM 1

Plan Drawing only to appear in this space

OFFICE USE ONLY

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

PURSUANT TO SEC 89B OF THE CONVEYANCING ACT 1991, 1924 AS AMENDED, IT IS INTENDED TO CREATE:
1/ EASEMENT TO DRAIN WATER 1 WIDE.

J. Chambers



Crown Lands Office Approval

PLAN APPROVED.....
Land District.....
Paper No.....
Filed Book.....

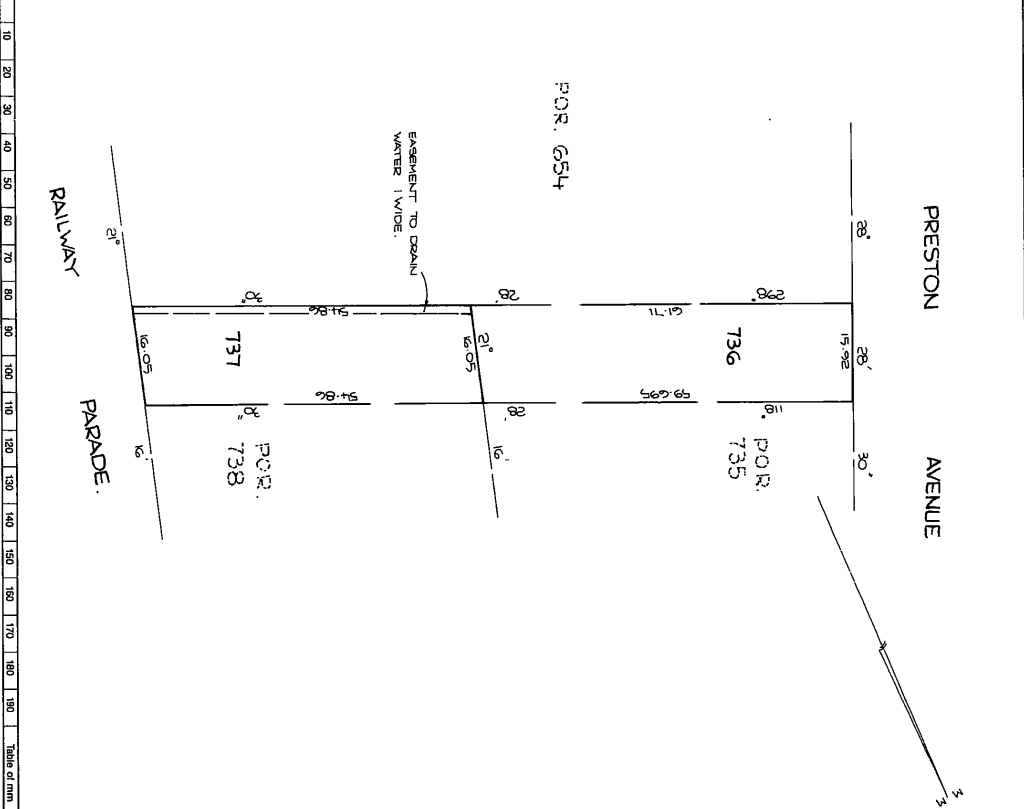
Council Clerk's Certificate

I hereby certify that:-
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of Part 3 Division 2 of the Water Board Act 1989 and 1 Water Supply Amendment Act 1989 have been complied with by the applicant in relation to the proposed easement, and
(c) the proposed easement is not a "subdivision" or "consolidation" for the purposes of the Subdivision Act, 1988.
Date.....
(Signature).....
Council Clerk

This part of the certificate is to be deleted where the application is only for a consolidation or the opening of a new road or where the land is not to be used for the purposes of the Water Board and the Water Board is not a party to the application.
1 Where it is applicable

SURVEYOR'S REFERENCE: 9/1002/3. MPE 1995

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP 646380

Registered: 10/1/1992

CA: _____

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U0022-13

Last Plan: _____

PLAN OF EASEMENT OVER LOT 731 D.P. 752033.

Lengths are in metres. Reduction Ratio 1:600.

Map/Sheet: SUTHERLAND.

Locality: ENGLADE.

Parish: HEATHCOTE.

County: CUMBERLAND.

Plans used in preparation of survey/compilation.
D.P. 752033.
C9574.2030
C9575.2030

I, ROBERT WENDERS, of the City of SUTHERLAND, a surveyor registered under the Surveyors Act, 1924, as amended, hereby certify that the survey represented in this plan is a CORRECTED plan, and was completed on 13th MAY, 1992, in accordance with the provisions of the Surveyors Act, 1924, as amended.
Signature: *Robert Wenders*
Name: Robert Wenders
Date: 13th May 1992
Insert date of survey.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 13th July 1992

DP 646380

INSTRUMENT SETTING OUT TERMS OF EASEMENT

INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres. (Sheet 1 of 1 sheet)

Plan of Easement over Lot 737
D.P.752033

Full name and address of
Proprietor of the Land.

IRENE ETHEL CHAMBERS.
57 RAILWAY PARADE
ENGADINE. N.S.W. 2233

1. Identity of Easement firstly
referred to in the above mentioned
Plan:

Easement to Drain Water 1 wide.

Lots Burdened:

Lot 737 D.P.752033
Comprised in Register
Folio 737/752033

Lots Benefited:

Lot 734 D.P.752033 comprised in
Register Folio 734/752033
Lot 735 D.P.752033 comprised in
Register Folio 735/752033
Lot 736 D.P.752033 comprised in
Register Folio 736/752033

PART 2
Nil

Signed in my presence by
IRENE ETHEL CHAMBERS who
is personally known to me

Irene Ethel Chambers

Signature of Witness.

DENNIS SOLARI
SOLICITOR GENERAL

Registered Proprietor.

Dennis Solari


Name of Witness (Block letters)

Qualification of Witness.

REGISTERED 10/7/1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 13th July 1992





Please reply to:

General Manager
Locked Bag 17,
Sutherland NSW 1499
Australia

Tel 02 9710 0333

Fax 02 9710 0265

DX 4511 SUTHERLAND

Email ssc@ssc.nsw.gov.au

www.sutherlandshire.nsw.gov.au

ABN 52 018 204 808

Office Hours

8.30am to 4.30pm

Monday to Friday

Applicant:

Bks Conveyancing
Po Box 1100
CARINGBAH NSW 1495

**Planning Certificate – Section 149(2) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no:	e149:17/2605	Delivery option:	
Certificate date:	23/05/2017	Your reference:	pendr

Property:

Lot 34 S/P 64321
34/51-57 Railway Parade ENGADINE NSW 2233

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

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

Disclaimer:

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

INFORMATION PURSUANT TO SECTION 149(2), ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

1. Names of relevant instruments and DCPs

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

Sutherland Shire Local Environmental Plan 2015

- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: Basix) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009

- * SEPP No. 19 – Bushland in Urban Areas
- * SEPP No. 21 – Caravan Parks
- * SEPP No. 30 – Intensive Agriculture
- * SEPP No. 33 – Hazardous and Offensive Development
- * SEPP No. 50 – Canal Estates
- * SEPP No. 55 – Remediation of Land
- * SEPP No. 62 – Sustainable Aquaculture
- * SEPP No. 64 – Advertising and Signage
- * SEPP No. 65 – Design Quality of Residential Flat Development.
- * State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
- * SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
- * State Environmental Planning Policy (Integration and Repeals) 2016
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- * State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- * SEPP (Infrastructure) 2007
- * State Environmental Planning Policy (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005

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):

No draft environmental planning instrument applies.

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

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

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

2. Zoning and land use under relevant LEPs

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

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

Sutherland Shire Local Environmental Plan 2015 Zone R4 High Density Residential

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

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

- (d) Prohibited:

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

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

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

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

No

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

No

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

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

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

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

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

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

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or

formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

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

General Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Subdivisions Code

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

Rural Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - 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.
- (2) In relation to a coastal council:
 - (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), and
 - (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.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

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

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

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

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

5. Mine Subsidence

Is the land proclaimed to be mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act, 1961*?

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

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

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

11. Bush fire prone land

Is the land bush fire prone?

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

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

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

No

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

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

No

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

No

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

No

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

No

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

No

Any Other Prescribed Matter

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

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Environmental Planning

Copy of
Diagram No. 3061644



SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF SUTHERLAND
SUBURB OF ENGADINE

M.W.S. & D.B.

Scale: Approx. 1:500

Distances/depths in metres pipe diameters in millimetres

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Business Offices, Section 33 of Board's Act. Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendments to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 2, Clause 3).

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

<input type="checkbox"/> Chv.	<input type="checkbox"/> P	P. Trap
<input type="checkbox"/> L.A.	<input type="checkbox"/> R	Reflex Valve
<input type="checkbox"/> L.A.	<input type="checkbox"/> C	Cleaning Eye
<input type="checkbox"/> L.A.	<input type="checkbox"/> V	Vertical Pipe
<input type="checkbox"/> L.A.	<input type="checkbox"/> I	Induct Pipe
<input type="checkbox"/> L.A.	<input type="checkbox"/> M	Mica Flap
<input type="checkbox"/> L.A.	<input type="checkbox"/> J	Junction
<input type="checkbox"/> L.A.	<input type="checkbox"/> R	Rodding Point
<input type="checkbox"/> L.A.	<input type="checkbox"/> G	Gully
<input type="checkbox"/> L.A.	<input type="checkbox"/> G	Grease Interceptor

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CD	Clear Out	BD	Boiler	
V	Vent Pipe	S	Shower	
T	Tube	DW	Dishwasher	
K	Kitchen Sink	F	Floor Waste	
W	Water Closet	M	Washing Machine	
B	Bath Waste	RS	Rear Sink	
H	Headbath	LS	Lab Sink	
O	SV	O	WS	Waste Stack

DRAINAGE INSPECTED BY

Inspector

Cart. Of Compliance No.

Field Diagram Examined by

Tracing Checked by

PLUMBING INSPECTED

Inspector

YES

NO

Cart. Of Compliance No.

Date of Issue

Outfall

W's

Uk's

Plumber

W.No.

Gas. on

Boundary Trap is not required

Sewer Ref. Sheet

No.

For Regional Manager

PLACE
ENGADINE

RESERVE

PUBLIC

202

150 VCP

52.0

36.5

20.4

PARADE

RAILWAY

2.5

1.5

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