

Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents 3/12 Central Road, Miranda, NSW 2228	Phone: 02 9525 4666 Fax: 02 9525 4699 Ref: Eric Guilotto
co-agent		
vendor	Kevin John Bender and Librada Vuelta Bender 602/581-587 Kingsway, Miranda, NSW 2228 and 602/581-587 Kingsway, Miranda, NSW 2228	
vendor's solicitor	Harriss Jones Lawyers 2, 130 Oyster Bay Road, Oyster Bay NSW 2225 PO Box 150, Oyster Bay NSW 2225	Phone: 1300 455 299 Fax: 02 9475 5120 Ref: KH:MJ:17118 E: melanie@hjlaw.com.au
date for completion land (address, plan details and title reference)	On or before 20 January 2018 602/581-587 Kingsway, Miranda, New South Wales 2228 Registered Plan: Lot 35 Plan SP 76516 Folio Identifier 35/SP76516	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent **deposit to be invested** ☐ NO ☐ Yes

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) ☐ NO ☐ yes
 proposed **electronic transaction** (clause 30) ☐ NO ☒ yes

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

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

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number
 BCS Strata Management Pty Ltd, Locked Bag 22, Haymarket NSW 1238, Phone 02 9589 5600

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 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 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 for 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
- ☐ 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 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1986

Other

- ☐ 52

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—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.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal 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.

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it 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 (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 <i>notice 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 is paid; and
 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
 8.1 The vendor can *rescind* if –
 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
 If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 9.2.1 for 12 months after the *termination*; or
 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 9.3 sue the purchaser either –
 9.3.1 where the vendor has *resold* the *property* under a contract made *within* 12 months after the *termination*, to recover –
 • the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 • the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 10.1.4 any change in the *property* due to fair wear and tear before completion;
 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by 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* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 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**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change' in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract;
 - or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) 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 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*
 - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the 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> | <i>details of the adjustments to be made to the price under clause 14;</i> |
| <i>certificate of title</i> | <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> |
| <i>completion time</i> | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i> |

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

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **602/581-587 Kingsway, Miranda**, from **Kevin John Bender and Librada Vuelta Bender** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Kevin John Bender and Librada Vuelta Bender** and am not employed in the legal practice of a solicitor acting for **Kevin John Bender and Librada Vuelta Bender** nor am I a member or employee of a firm of which a solicitor acting for **Kevin John Bender and Librada Vuelta Bender** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

**BETWEEN Kevin John Bender and Librada Vuelta Bender of 602/581-587
Kingsway, Miranda, New South Wales (Vendor)**

AND of (Purchaser)

1. Amendments to the 2017 Contract for the Sale of Land

The Vendor and the Purchaser agree that the provisions of the printed form of contract are amended as follows:

- (a) In Clause 1 the definition of "work order" is amended by inserting the words "in writing issued by a competent authority" after the word "order";
- (b) In clause 5.2.3, replace the words "a reasonable time" with the words "21 days after the date of this contract";
- (c) Delete clause 6.2
- (d) Amend clause 7.1.1 and replace "5%" with "\$1". Delete the words "of the price";
- (e) Delete clause 7.2;
- (f) At the end of clause 10.1.1, insert the words "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act;";
- (g) In clauses 10.1.8 and 10.1.9, replace the word "substance" with "existence", and replace the word "disclosed" with the word "noted". At the end of clause 10.1, insert the words "For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."
- (h) In clause 16.5, delete the words "plus another 20% of that fee";
- (i) Amend clause 16.8 as follows "If the vendor requires more than 5 settlement cheques, the vendor must pay \$5 for each extra cheque";
- (j) In clause 16.12, delete all words after "NSW";
- (k) In clause 23.13, delete the words "at least 7 days"; and
- (l) Delete clause 23.14.

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by

both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

Where the Purchaser is not ready, willing and able to proceed to completion on the due date and the Vendor has to issue a Notice to Complete, the Purchaser must pay to the Vendor an amount of \$250 plus 10% GST, being the amount payable by the Vendor to the Vendor's solicitor for attendances on the issue of the Notice to Complete, on or before its completion and payment of the said sum is an essential term of the Contract and the Vendor may terminate the Contract and forfeit the deposit if the Purchaser fails or refuses to make such payment within 14 days of the issue of the Notice to Complete.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion & failed settlements

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

The Purchaser acknowledges and agrees that if the parties attend settlement at the time and place agreed upon and the settlement does not complete due to the non-performance of the Purchaser or its associated parties in

proceedings then the Purchaser will reimburse the Vendor, for all out of pocket expenses incurred by them due to the failed attempt at settlement.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

7. Smoke alarms

The property has smoke alarms installed.

8. Swimming pool

The common property has a swimming pool. The purchaser acknowledges that the swimming pool is not registered. The vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein, and the purchaser agrees that on completion, they will comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a warning notice. It is further agreed that this condition will not merge on completion.

9. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
 - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
 - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.
-

10. Agency Fee

In the event that the Vendor agrees to settle in a location other than the Vendor's office, then the Purchaser agrees to pay the Vendor's agency fee.

11. Conditions of sale by auction

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

A. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

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

B. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

12. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
-

-
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
 - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - (e) Settlement takes place when the financial settlement takes place.
 - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
 - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

13. Requisitions

The Purchaser agrees that any general Requisitions on Title served on the Vendor will be in the form as attached hereto. The Requisitions on Title are not deemed to have been raised by the inclusion of this special condition or the attaching of any Requisitions on Title to this contract.

14. Settlement Date

Completion hereof shall take place on the earlier of 20 January 2018 or the date that is 14 days after written notice to the purchaser that the vendor is ready and willing to settle provided that such date is not earlier than 28 days after the date of exchange.

15. Christmas Break

In the event that the due date for completion falls within the period of 18 December 2017 and 14 January 2018 the parties agree that completion will take place on 17 January 2018. It is further agreed between the Vendor and the Purchaser that no interest or damages are payable if completion is postponed subject to this clause.

16. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase before the date of settlement hereof.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 35/SP76516

SEARCH DATE	TIME	EDITION NO	DATE
12/10/2017	10:09 AM	2	23/2/2011

LAND

LOT 35 IN STRATA PLAN 76516
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

KEVIN JOHN BENDER
LIBRADA VUELTA BENDER
AS JOINT TENANTS

(T AG81401)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76516
- 2 AG81402 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP76516

SEARCH DATE	TIME	EDITION NO	DATE
12/10/2017	10:09 AM	10	8/6/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76516
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP76516

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76516
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BCS STRATA MANAGEMENT PTY LTD
LOCKED BAG 22
HAYMARKET
SYDNEY 1238

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 690432 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN THE TITLE
DIAGRAM
- 3 A237560 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 4 AM461669 CONSOLIDATION OF REGISTERED BY-LAWS
- 5 AM461669 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 76516

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 250	2	- 358	3	- 251	4	- 141
5	- 126	6	- 88	7	- 189	8	- 174
9	- 165	10	- 178	11	- 166	12	- 174
13	- 144	14	- 161	15	- 163	16	- 182
17	- 172	18	- 180	19	- 144	20	- 166
21	- 183	22	- 178	23	- 187	24	- 180
25	- 183	26	- 166	27	- 174	28	- 189
29	- 185	30	- 203	31	- 185	32	- 189
33	- 174	34	- 182	35	- 198	36	- 192

END OF PAGE 1 - CONTINUED OVER

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP76516

PAGE 2

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

STRATA PLAN 76516

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 211	38	- 192	39	- 198	40	- 182
41	- 189	42	- 205	43	- 199	44	- 217
45	- 199	46	- 205	47	- 189	48	- 302
49	- 302	50	- 302	51	- 302	52	- 49
53	- 8	54	- 8	55	- 1	56	- 1
57	- 1	58	- 1	59	- 1	60	- 1
61	- 1	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 1	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

17118

PRINTED ON 12/10/2017

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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

SLIPSTREAM'S ASSOCIATE

1. DALLIAN JOSEPH MACQUIRE
a. LOCKLEY LAND TITLE SOLUTIONS
P.O. BOX 400 GLADESVILLE, 1675

(i) each applicable requirement of

(7) ~~has been met~~ the building encroaches on a public place

- (b) the banking accounts on trust (other than a joint account) in respect of which information is available to the company or to any of its directors
- has been created by registered land
- is to be created under section 859A of the Companies Act 2006


This is sheet 1 of my plan in

Model 2: A model for the effect of the number of children on the probability of being employed

Schedule of By-Laws in 24 sheets filed with plan

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT



[Signature]
 Peter Triopina
 Director/Secretary
 Certified correct for the purposes of the
 Real Property Act 1900 by the MARGARET
 SIGNED by MARGARET MARGARET as attorney
 for Westpac Banking Corporation under
 power of attorney Book 4299 No. 332
[Signature]
 (Signature) Tier Three Attorney
 By executing this instrument the attorney
 states that the attorney has received no
 notice of the revocation of the power of
 attorney.
 I certify that the attorney for the MARGARET
 with whom I am personally acquainted or as
 to whose identity I am otherwise satisfied,
 signed this mortgage in my presence.
DISBURSED
 Signature of witness: *[Signature]*
 Date of witness: 24 June 2001

900

Purpose: STRATA PLAN

No 76516
DA N.S.W 2228

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

Stratix

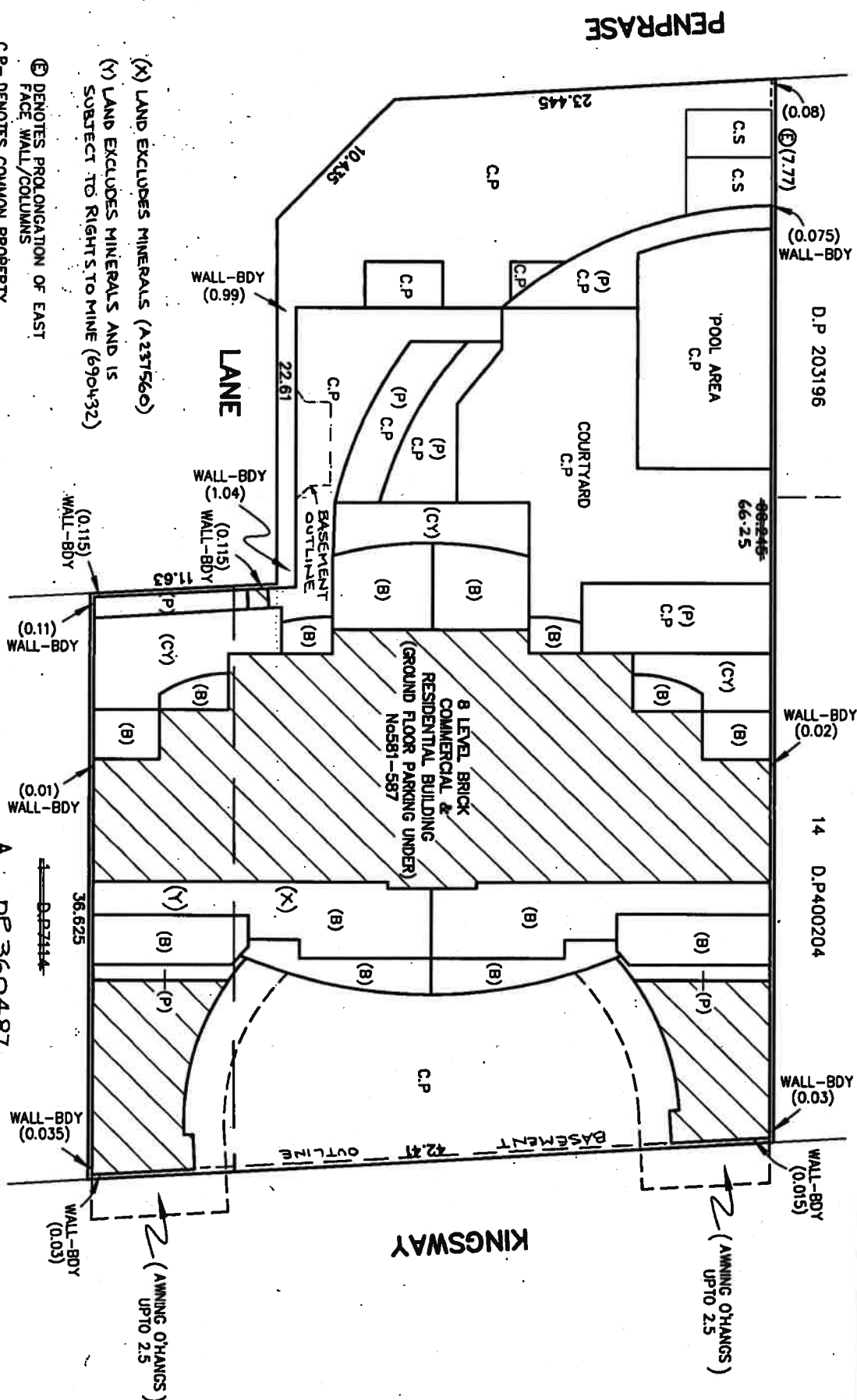
Certified correct for the purposes of the
Real Property Act 1900 by the **MARSHALL**
SIGNED by **CHRISTINE MARSHALL** as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

~~INDEPENDENT~~

Concord West NSW

LOCATION PLAN

SP76516



Reduction Ratio 1: 250

lengths are in metres

(E) DENOTES PROLONGATION OF EAST
FACE WALL/COLUMNS
C-P- DENOTES COMMON PROPERTY
(B) DENOTES BALCONY
(CY) DENOTES COURTYARD
(P) DENOTES PLANTER
(C-S) DENOTES CARSPACE

CHANGES MADE BY ME. ~~WIM~~ ~~Pygman~~ 7-2-06

Registered Surveyor
SURVEYOR'S REFERENCE: 28874 SP

Authorized Person/General Manager/Accredited Certificate

GROUND LEVEL (CARPARKING & STORAGE)

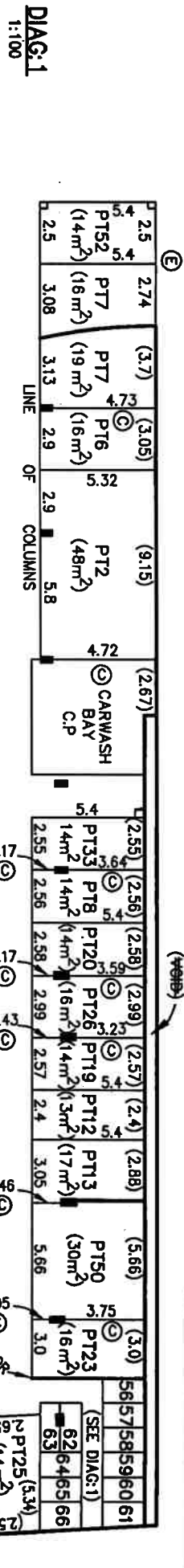
SP76516



⑥ EXCLUSIVE USE AREA . . .
FOR LOTS 1-7 & 52 INCLUSIVE

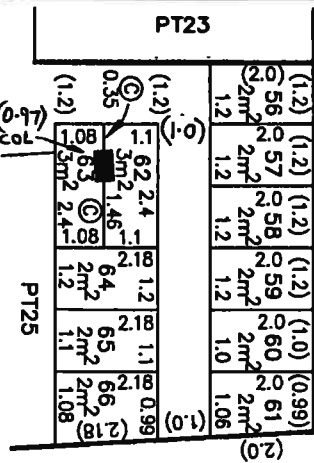
**Ⓣ EXCLUSIVE USE AREA
FOR LOTS 8-51 INCLUSIVE**

(#0110)



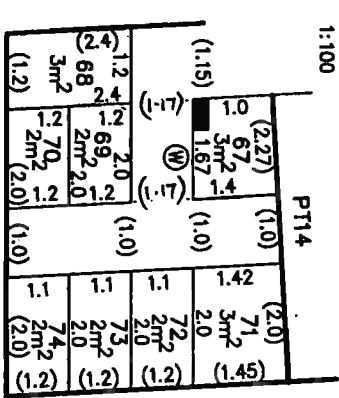
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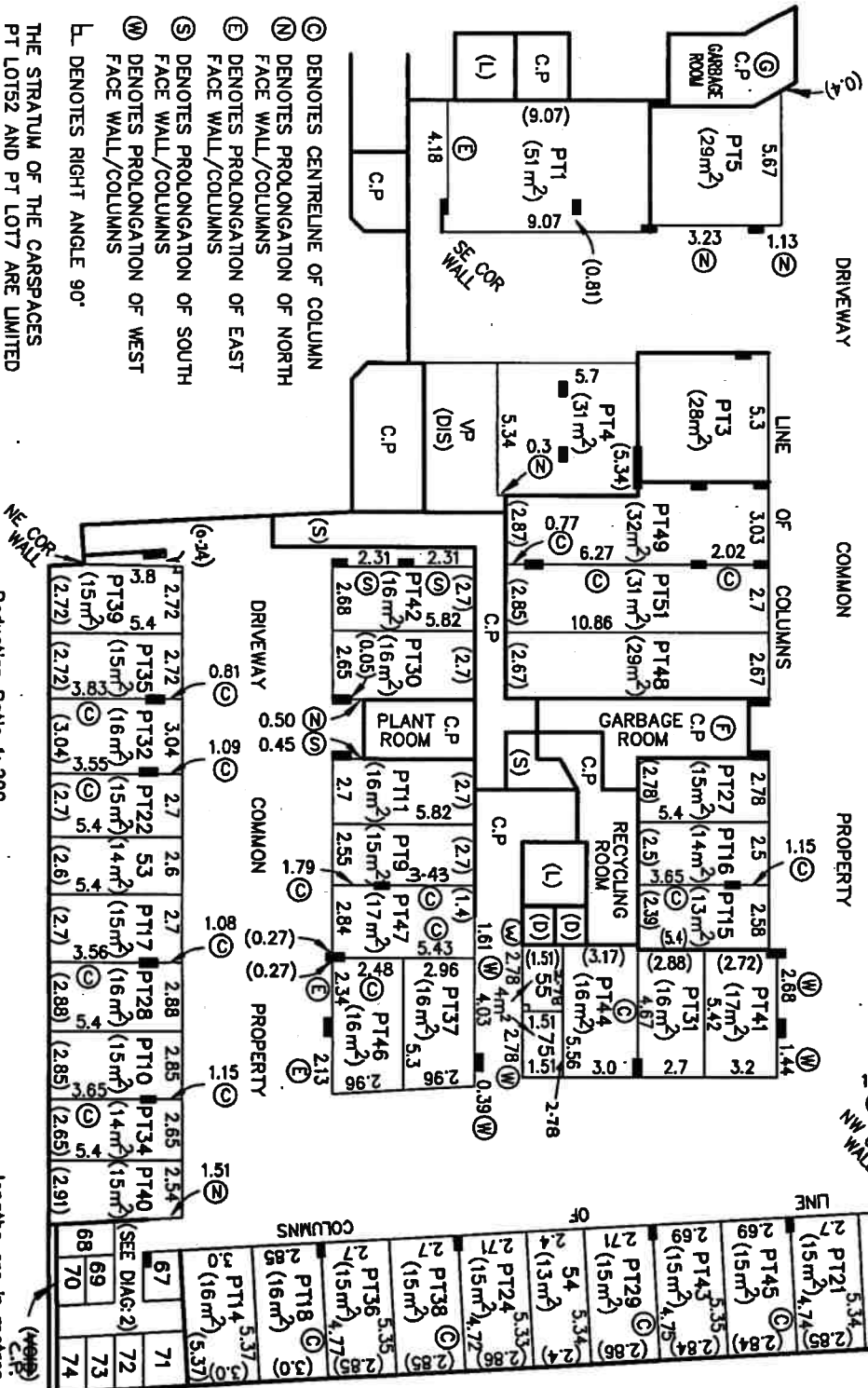
PT23

1
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ALL AREAS ARE APPROXIMATE ONLY
C.P.— DENOTES COMMON PROPERTY

- Ⓒ DENOTES CENTRELNE OF COLUMN
- Ⓓ DENOTES PROLONGATION OF NORTH
FACE WALL/COLUMNS
- Ⓔ DENOTES PROLONGATION OF EAST
FACE WALL/COLUMNS
- Ⓕ DENOTES PROLONGATION OF SOUTH
FACE WALL/COLUMNS
- Ⓖ DENOTES PROLONGATION OF WEST

3.8	2.72	2.72	3.04
5.4		PT35	PT32

2.7	2.6	2.7	2.88	2.85	2.6
PT22	53	PT17	PT28	PT10	PT3

67	71
72	

~~(OFF) DENOTES STORE~~

THE STRATUM OF THE CARSPACES
PT LOT52 AND PT LOT7 ARE LIMITED
IN HEIGHT TO 2.5 ABOVE ITS

NE CORNER WALL

Reduction Ratio

1:200

lengths are in metres

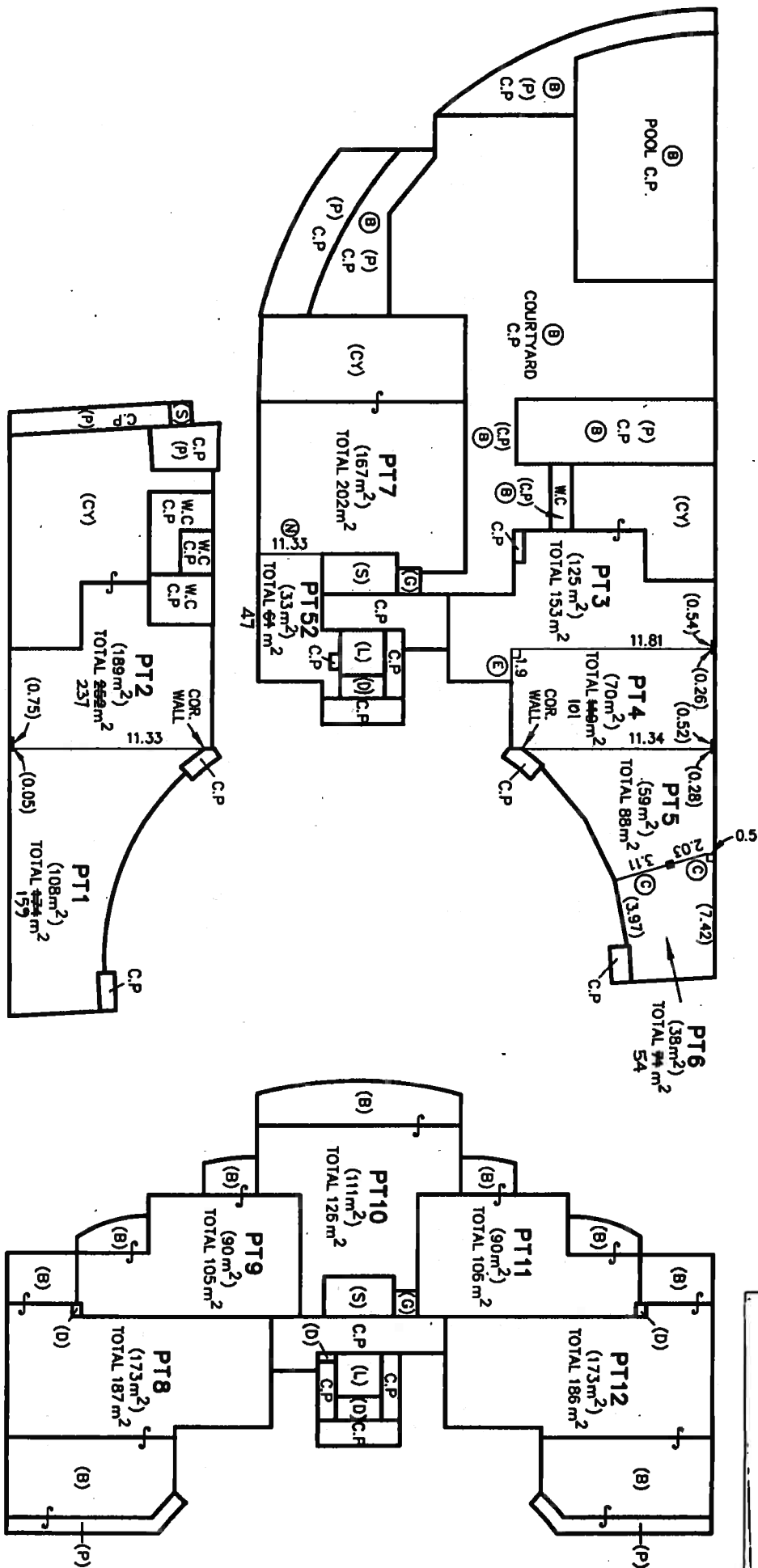
Reduction Ratio 1: 200

lengths are in metres

CHANGES MADE BY ME *[Signature]* 7-2-06



SP76516



LEVEL 1

LEVEL 2

- ALL AREAS ARE APPROXIMATE ONLY
 C.P. - DENOTES COMMON PROPERTY
 (B) DENOTES BALCONY
 (CY) DENOTES COURTYARD
 (D) DENOTES DUCT (C.P.)
 (G) DENOTES GARBAGE SHUTE (C.P.)
 (L) DENOTES LIFT (C.P.)
 (P) DENOTES PLANTER
 (S) DENOTES STAIRS (C.P.)
 W.C. DENOTES TOILET

- © DENOTES CENTRELINE OF COLUMN
 N DENOTES PROLONGATION OF NORTH
 FACE WALL/COLUMNS
 E DENOTES PROLONGATION OF EAST
 FACE WALL/COLUMNS

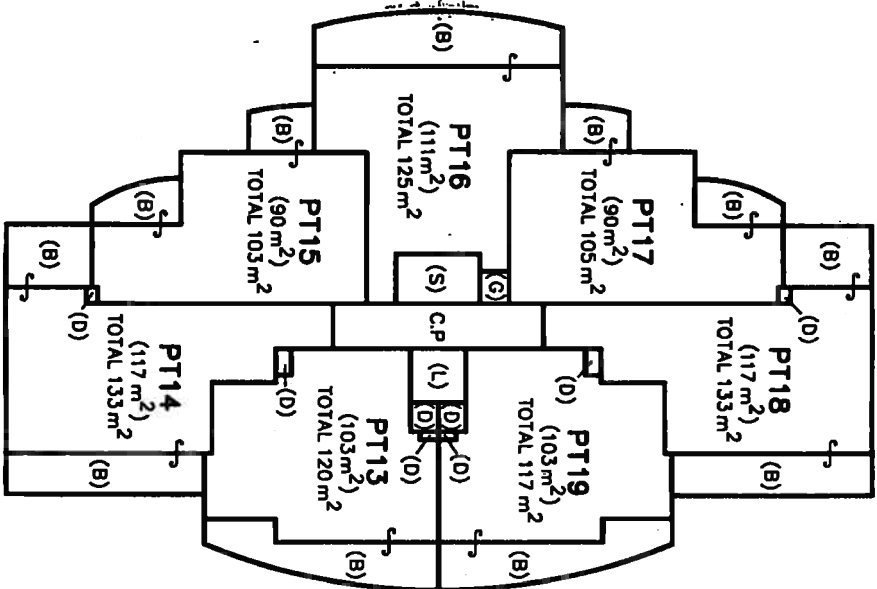
- © EXCLUSIVE USE AREA FOR LOTS 8 TO 51 INCLUSIVE
 THE STRATUM OF THE BALCONIES, COURTYARDS & PLANTERS ARE LIMITED IN HEIGHT
 TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

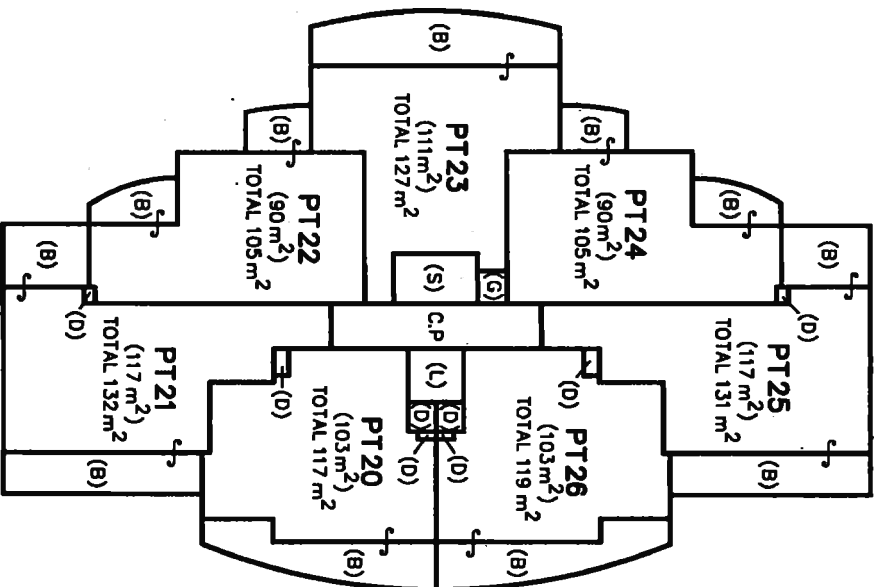
lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 28874 SP
 Authorised Person/Manager/Accredited Certifier

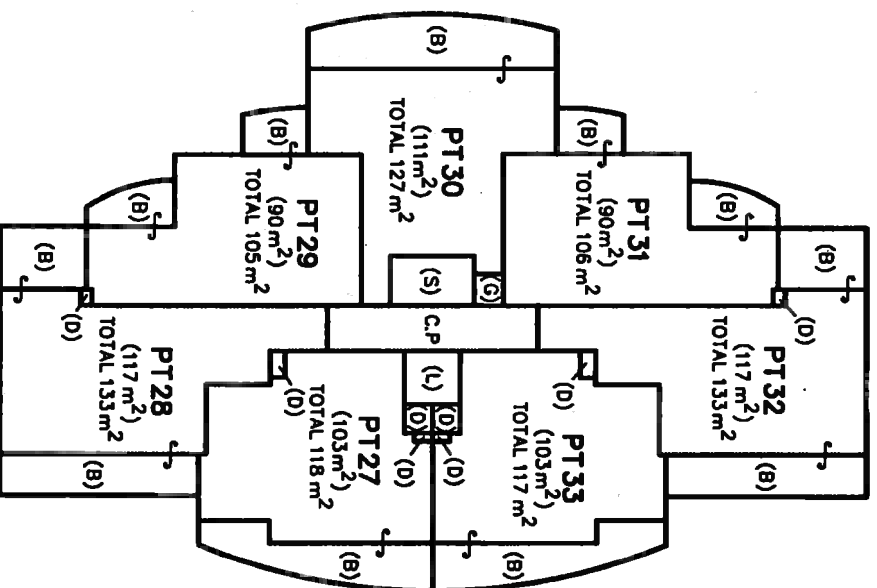
CHANGES MADE BY ME 7-2-06



LEVEL 3



LEVEL 4



LEVEL 5

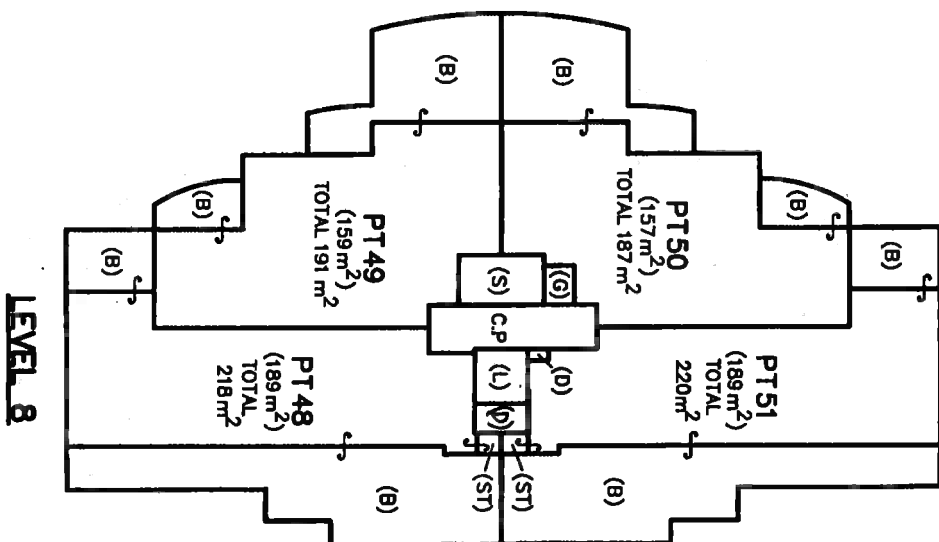
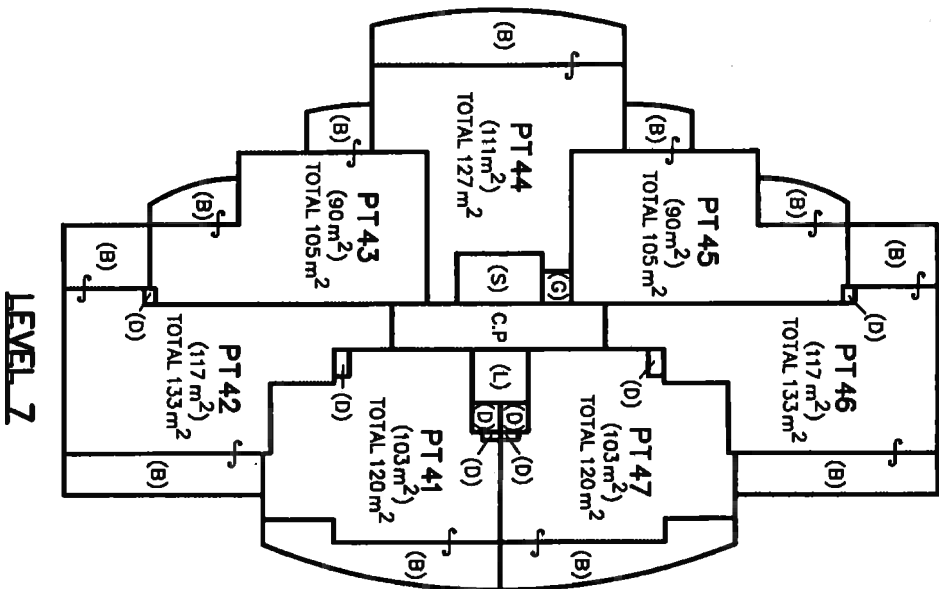
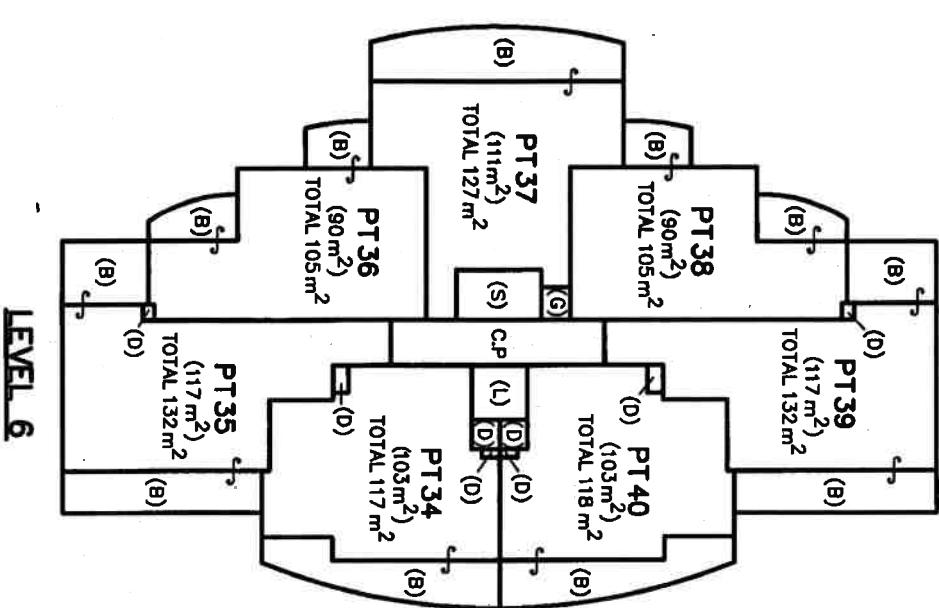
ALL AREAS ARE APPROXIMATE ONLY
 C.P. - DENOTES COMMON PROPERTY
 (B) DENOTES BALCONY
 (D) DENOTES DUCT (C.P.)
 (G) DENOTES GARBAGE SHUTE (C.P.)
 (L) DENOTES LIFT (C.P.)
 (S) DENOTES STAIRS (C.P.)

THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
 THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250
 lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 28874 SP
 Authorised Person/Engineer/Manager/Accredited Certifier

SP76516



ALL AREAS ARE APPROXIMATE ONLY
 C.P. - DENOTES COMMON PROPERTY
 (B) DENOTES BALCONY
 (D) DENOTES DUCT (C.P.)
 (G) DENOTES GARBAGE SHUTE (C.P.)
 (L) DENOTES LIFT (C.P.)
 (S) DENOTES STAIRS (C.P.)
 (ST) DENOTES STORE

THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
 THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 28874 SP

Authorised Person/General Manager/Accredited Certifier

CHANGES MADE BY ME 7-2-06

Form: 1SCH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act
Real Property Act 1900



AM461669J

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 76516

(B) **LODGED BY**

Document
Collection
Box

330B

Name, Address or DX, Telephone, and Customer Account Number if any
LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY
OF AUSTRALIA PTY LTD
DX 11609 SYDNEY DOWNTOWN

Reference: F1111480611

CODE

CH

- (C) The Owners-Strata Plan No. 76516 certify that a special resolution was passed on 3/5/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1 - 36, Special By Laws 1 - 8
Added by-law No. 1 - 41, Common Property Rights 1-3
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (C) The seal of The Owners-Strata Plan No. 76516 was affixed on 6/6/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Lisa Branson

Authority: Duly Authorised Officer

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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CB AK 759651

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AJ 313958

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By-Law no. 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign as authorised by the owners corporation.

By-Law no. 2 Changes to common property

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:

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

b) any screen or other device to prevent entry of animals or insects, or

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

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

3. Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

4. The owner of a lot must:

a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot,

b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that form part of the common property and that services the lot.

By-Law no. 3 Damage to lawns and plants on common property

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

a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

b) use for his or her own purposes as a garden any portion of the common property.

By-Law no. 4 Obstruction of common property

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

By-Law no. 5 Keeping of animals

1. An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

3. If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

a) keep the animal within the lot, and

b) supervise the animal when it is on the common property, and

c) take any action necessary to clean all areas of the lot or common property that are soiled by the animal.

4. An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

By-Law no. 6 Noise

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

By-Law no. 7 Behaviour of owners, occupiers and invitees

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

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

a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

b) without limiting paragraph a), that invitees comply with clause (1).

By-Law no. 8 Children playing on common property

1. Any child for whom an owner or occupier of a lot is responsible, may play on any area of the common property that is designated by the owners corporation for that purpose, but may only use an area designated for swimming while under adult supervision.

2. An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

By-Law no. 9 Smoke Penetration

1. An owner or occupier, and any invitee of an owner or occupier, must not smoke tobacco or any other substance on the common property.

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

By-Law no. 10 Preservation of fire safety

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

By-Law no. 11 Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law no. 12 Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from the outside of the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

By-Law no. 13 Cleaning of windows and doors

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

By-Law no. 14 Hanging out of washing

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

By-Law no. 15 Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust, or other material or discarded item except with the prior written approval of the owners corporation.

2. An owner or occupier of a lot must not deposit in a toilet or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

3. An owner or occupier must:

a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

4. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notice in writing to owners and occupiers of lots.

5. An owner or occupier must:

a) ensure that all garbage placed in a chute is first contained securely in a plastic bag.

b) ensure that before refuse, recyclable material or waste is placed in the shared receptacles for garbage, recyclable material or waste it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recyclable guidelines.

c) promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles and must take such action as necessary to clean the area within which that thing was spilled.

In this by-law:

"receptacle" includes any bin for waste.

"waste" includes garbage and recyclable material.

By-Law no. 16 Change in use or occupation to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

2. Without limiting clause (1), the following changes of use must be notified:

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

b) a change of the use of a lot for short-term or holiday letting.

3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law no. 17 Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

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

By-Law no. 18 Floor coverings

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

By-Law no. 19 Provision of amenities and services

The owners corporation may by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- a) window cleaning,
- b) garbage disposal and recycling services.
- c) electricity, water or gas supply.
- d) telecommunication and television services.
- e) such other current and future technological services as may be specified in such special resolution.

If the owners corporation makes a resolution as referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, the conditions on which it will provide the amenity or service.

By-Law no. 20 Reporting defects in the common property

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any defect in common property or personal property vested in the owners corporation or of any accident associated therewith, give notice of such defect to the owners corporation or its managing agent.

By-Law no. 21 Control of vermin and pests

An owner or occupier of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects and other pests.

By-Law no. 22 Fire alarms

Should a fire alarm be activated without reasonable cause or as the result of carelessness and the fire department come to the parcel as a result of such activation, the person so doing shall be responsible for any call out fee applicable to the call out caused.

By-Law no. 23 Security

In this by-law:

"keys" means a key or security card which enables access to or from or within the strata scheme, the lift to the floor on which a particular lot is located or otherwise for its use, and ingress and egress for vehicles.

"Charges" means security deposits, non-refundable portions of security deposits, replacement fees and the purchase price for keys as determined from time to time by the owners corporation.

1. The owners corporation shall have the following functions in addition to the conferred or imposed by the Act or any other Act:

a) The authority to install and maintain locks, alarms, communication systems and other security devices.

b) The authority to determine from time to time the charges payable and other contributions for the issue and use of keys by owners and occupiers of lots.

c) The authority to restrict the issue of common property areas and facilities to owners and occupiers of lots to those who have complied with conditions determined from time to time by the owners corporation.

d) The authority to keep a register of persons to whom keys are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the owners corporation of keys for the purpose of cataloguing and re-issue.

e) The authority to alter the coding of keys from time to time in order to maintain or improve security.

f) The power and the authority to engage consultants and contractors for these purposes.

g) The power and the authority to apply the funds of the owners corporation to these purposes when necessary.

2. The owners corporation may take all reasonable steps to ensure the securing of the building and any common property and personnel and the observance of these by-laws and, without limiting the generality of the foregoing, may permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel.

3. An owner of a lot, to whom any key is given, shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot, and shall take reasonable precautions (which shall include the appropriate covenant in any lease or license of a lot to any such occupier) to ensure the return thereof to the owners corporation upon the occupier ceasing to be an occupier.

4. An owner or occupier of a lot shall not, without the prior approval in writing of the owners Corporation, duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than the owner or occupier and is not disposed of otherwise than returning it to the owners corporation.

5. An owner or occupier of a lot issued with a key shall immediately notify the owners corporation or its strata manager if that key is lost or misplaced.

6. No occupier of a lot shall be entitled to have more than four (4) keys issued for that lot.

By-Law no 24 Air conditioners:

In this by-law:

"Council" means the state or local government or planning authority with authority to determine applications under the Environmental Planning & Assessment Act 1979 (NSW).

"Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and all regulations, proclamations, ordinances or by-laws issued under the statute.

"a/c unit" means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires brackets, screw, bolts, switches etc. that exclusively service an individual lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the common property.

1. The owner of each lot is the owner of the a/c unit that exclusively services that owner's individual lot and has the exclusive right to use the area of the common property, if any, where the a/c unit is located.

2. An owner or occupier of a lot must not install an a/c unit to serve his lot, or allow one to be installed or kept, except in compliance with the following terms and conditions:

Before installing an a/c unit, an owner or occupier must:

a) provide the owners corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications.

b) If an occupier of a lot is installing an a/c unit, then the occupier must provide the owners corporation with the written consent of the owner of the lot to the installation of the a/c unit.

c) obtain from the owners corporation its written approval to the installation including the size, colour and type of the proposed a/c unit, its location and its manner of installation. For this purpose, the owner or occupier must, if requested in writing by the owners corporation, present drawings and specifications of the proposed installation to the owners corporation.

3. The terms and conditions contained in this by-law are to apply as a term of any consent given by the owners corporation to the installation and keeping of the a/c unit on the lot.

4. In installing an a/c unit, an owner or occupier must:

a) if applicable, comply with all conditions of approval of the Council.

b) comply with all conditions of approval of the owners corporation.

c) comply with the manufacturer's specifications. and

d) carry out the installation in a proper and skilful manner.

5. The owner or occupier must ensure that condensation and run-off are drained through lines to existing drains or pipes.

6. The owner or occupier must conceal electrical and coolant lines from view, as far as possible.

7. An owner or occupier must not use an a/c unit in breach of the Protection of the Environment Operations Act 1997 (NSW) or any other relevant statute.

8. An owner or occupier must not use an a/c unit if it generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of another lot or the common property by any person entitled to use it.

9. An owner or occupier must maintain the a/c unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary. An a/c unit remains the personal property of the owner of the lot from time to time.

10. An owner or occupier may remove an a/c unit but must do so at his own expense and in a competent manner. An owner or occupier must ensure that after an a/c unit is removed, the common property is restored.

11. An owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring because of the use, installation, maintenance, replacement, repair, renewal or removal of an a/c unit servicing his lot.

12. An owner or occupier must indemnify the owners corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an a/c unit had not been installed to service his lot.

13. The terms of the above shall apply to any replacement a/c unit.

14. The terms of this by-law may only be amended with the consent of the owner of each lot.

The terms of this by-law are in addition to by-law 2 (Changes to common property), by-law 6 (Noise) and by-law 12 (Appearance of lot).

By-Law no. 25 Conduct of lessees and others

In this by-law 25:

"Lease" and "leased" include a sub-lease or assignment of lease.

"Lessee" include sub-lessees, licensee, assignee or occupier.

"Lessor" included sub-lessor or assignor.

In addition to the requirements under the Act:

a) A Lessor of a lot must provide the Lessee of the lot with a copy of the registered by-laws and a copy of any house rules, and must take any necessary and reasonable action to restrain any breach of any by-law by the Lessee of the lot.

b) An owner of a lot must take any necessary and reasonable action to restrain any breach of any of the by-laws by the occupier of the lot.

c) A Lessor of a lot must take any necessary and reasonable action to enforce the terms of the Lease, tenancy agreement or licence if there is a breach of the by-laws, any other breach of such Lease, tenancy agreement or licence or the provisions of any legislation affecting the relationship of landlord and tenant by the occupier of the lot.

By-Law no. 26 Prevention of hazards

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

By-Law no. 27 Garage enclosure installation

The owner for the time being of each lot is permitted to erect partitions and garage doors ("enclosures") to enclose a car parking space that forms part of his lot, but must however:

a) first submit comprehensive plans and diagrams of the proposed installation to the owners corporation.

b) copy the style, design and materials of the current enclosures, as well as the colour and quality as used in the current enclosures, of car spaces pertaining to Units 704 and 802 being lots 44 and 49 respectively.

c) obtain all necessary permits, licenses or consents as may be required by the local or statutory or lawful authority for such installation.

d) ensure that he complies with all current fire safety regulations and that the enclosures are at all times maintained so as to comply with such regulations and any future fire safety or other regulations that may be imposed on such installations.

e) in compliance with clause d), ensure the installation is of a suitable pervious material that does not interfere with the free flow of air throughout the enclosures and the garage area of the scheme.

f) ensure that the installation of the enclosures is carried out in a workmanlike manner by licensed and insured tradespersons.

g) ensure that any damage to common property that occurs during, or results from the installation or subsequent removal or replacement of, or use of, the enclosures, is forthwith made good at no cost to the owners corporation.

h) maintain the enclosures in good working order and condition without any claim on the owners corporation in respect of such maintenance.

i) inform the owners corporation no later than 14 days before any enclosures are to be replaced or renewed.

j) ensure that the walls and doors, and all attendant mechanisms for the mounting of the same, of the enclosures are located wholly within the boundaries of the car parking

space except that the walls between the owner's lot and the adjoining car parking spaces shall be mounted in the middle of the line delineating the boundaries between the owner's lot and the adjoining lots' car parking spaces.

By-Law no. 28 Storage in car spaces prohibited

In this by-law:

"car space" shall mean a car parking space for a residential lot delineated on

"GROUND LEVEL (CAR PARKING AND STORAGE)" on Strata Schemes Plan registered no. SP 76516 and on which a vehicle is allowed to be parked;

"occupier" shall mean a person residing in a residential lot or the guest of such occupier.

1. No occupier shall store or place any goods, equipment, or material of any nature whatsoever other than a motor vehicle on a car space without the prior written approval of the owners corporation.

2. In furtherance of the preceding clause, upon any such application for approval being made, the owners corporation may refuse to grant any such approval in its absolute discretion and without assigning any reason for such refusal.

3. The provisions of this by-law shall not apply to:-

a) any car space that has been fully enclosed pursuant to by-law 27. and

b) the cabinet now stored in the car space forming part of Lot 40 for which prior written approval was given by the then Executive Committee at its meeting held on 18 February 2015 under the then existing Special By-law 3 registered number AJ 313958.

By-Law no. 29 Residents moving in or out

In this by-law:

"rent" or any derivative of that word shall include a person who resides in a lot without necessarily paying for such occupation.

"tenant" shall include any person the owner of a lot has permitted to reside in the lot;

1. Owner moving out:

a) An owner of a lot resident in that lot shall give not less than seven (7) days written notice to the strata committee of the date on which the owner intends to vacate such lot by leaving such written notice in the mail box of any one of the Chairperson, Secretary or Treasurer of the strata committee residing in a lot or, if none is so residing or have been so elected to the strata committee, then by serving the same on the strata manager.

b) In the event that the strata committee has resolved a procedure to be followed for a moving out, such owner shall carry out that procedure during the moving out and will be responsible, whether or not details of that procedure have been supplied to such owner, for the cost of the making good of any damage to any common property during the moving out.

c) In the event of the owner authorising a person to attend to the moving out, the owner, when serving the written notice referred to in clause 1 a) hereof, shall provide, in

such written notice, details of the name, address, contact phone numbers and any email or similar communication for such person and the provisions of clause 1 b) hereof will apply as if it was such owner attending to such moving out.

2. Tenant moving out:

a) In the event that the owner of a lot has rented the owner's lot and has a person managing the rental of it ("the agent"), such owner or the agent, once aware that the tenant is about to move out, shall give the written notice referred to in clause 1 a) of this by-law.

b) The provision of clauses 1 b) and 1 c) of this by-law shall then apply as if they form part of this clause as it will be the responsibility of such owner to either comply with the same or ensure that the agent so complies.

c) In addition to the provisions of clauses 2 a) and 2 b) of this by-law, such owner or the agent shall give written notification to the strata committee or the strata manager of two (2) alternative times and days between the hours of 9 am and 5 pm, Monday to Friday inclusive, and of the availability of access for the purposes of allowing an inspection by the strata committee or the strata manager of the subject lot to determine the state of repair and condition of any area that is common property or whether a breach or non-compliance with any of the by-laws has been committed, in which event such owner shall be required at the owner's expense to remedy or make good the same or reimburse the owners corporation should it be required to so do.

3. Owner moving in:

In the event that the strata committee has resolved a procedure to be followed for a moving in and the strata committee or the strata manager has become aware that a person is purchasing a lot ("the new Owner") for the purpose of residing in it and also of some method of contacting that person, the new Owner shall carry out such procedure during the moving in and will be responsible whether or not details of that procedure have been supplied to such new Owner, for the cost of the making good of any damage to any common property during the moving in.

4. Tenant moving in:

In the event that the owner of a lot has rented the lot and has a person managing the rental of it ("the agent"), and if the strata committee has resolved a procedure to be followed for a moving in, once such owner or the agent is aware that the tenant is about to move in, such owner or the agent shall give the written notice of the moving in the same manner as referred to in clause 1 a) of this by-law. Such owner or the agent will thereupon be responsible to ensure that the tenant carries out such procedure during the moving in and will be responsible, whether or not details of that procedure have been supplied to the tenant, for the cost of the making good of any damage to any common property during the moving in.

5. Payment of a moving in or out fee to the owners corporation:

A fee of One hundred dollars (\$100.00), or such other amount as the strata committee shall from time to time decide on, shall be payable to the owners corporation to defray expenses in the use of and wear and tear of the lift, the provision and fitting of any protective covers to the lift interior, the loading dock and garage doors, other parts of the common property as well as compensation for the management of additional rubbish and any control of the moving in or out. This amount shall be payable by being debited to the Levy account of:-