

Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | NSW Duty: |
|--|--|---|
| vendor's agent | Pulse Porperty Agents Lvl 3, 12 Central Road, Miranda NSW 2228 | Ph: 02 9525 4666 Ref: Ben Pike |
| co-agent vendor | Timothy Oliver Copland 5/57-63 Wyanbah Road, Cronulla NSW 2230 | |
| vendor's solicitor | BK's Conveyancing PO Box 1100, Caringbah NSW 1495 Office 6, 62 Croydon Street, Cronulla NSW 2230 ben@bkconveyancing.com.au | Ph: 0403 702 317 Fax: 02 8080 8346 Ref: BK18/1160 |
| date for completion | See Special condition 20 (clause 15) | |
| land (address, plan details and title reference) | 5 / 57-63 Wyanbah Road CRONULLA NSW 2230 Lot 5 In Strata Plan 10624 FI: 5/SP10624 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | documents in the List of Documents as marked or numbered: other documents: | |

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

| | |
|-----------------------|---|
| inclusions | <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other: |
| exclusions | |
| purchaser | |
| purchaser's solicitor | |
| price | \$ |
| deposit | \$ |
| balance | \$ |
| contract date | (10% of the price, unless otherwise stated) |
| buyer's agent | (if not stated, the date this contract was made) |

vendor

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

witness

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

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)
Proposed electronic transaction (clause 30)

☐ NO ☐ yes
☐ no ☐ YES

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *RW payment*
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide
further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

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

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

Bright & Duggan

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

| | |
|------------------------------|--|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>remittance amount</i> | the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>RW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>); |
| <i>RW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

31 Foreign Resident Capital Gains Withholding

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

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

5 / 57-63 Wyanbah Road CRONULLA NSW 2230

Special Condition forming part of this contract

Dated:.....

between: (‘vendor’)

and: (‘purchaser’)

Inconsistency and Severability

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

Purchaser’s Acceptance of Discharges and Withdrawals

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

Whole of Agreement

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

Incapacity of Parties

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

Interest payable on Delayed Settlement

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

Length of Notice to Complete

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

Condition of Property / Improvements

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

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

Purchaser's Representations, Warranties and Acknowledgements

8.1 The Purchaser represents and warrants that:

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

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

Warranty Regarding Agency

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

Amendment to Standard Contract for Sale of Land

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

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

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

Goods and Services Tax (GST)

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

Release of the Deposit

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

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

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

Deposit

13. Acceptance of part deposit under a cooling off period

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

Transfer

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

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

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

Signature of Director

Signature of Director

Name of Guarantor

Name of Guarantee

Address of Guarantor

Address of Guarantor

Cancelled or Re-scheduled Settlement

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

Service of Documents

17. In addition to the provisions contained in clause 20.6 of this contract, a document, notice or other communication including but not limited to, any request, demand, notification, consent or approval, to or by a party to this Contract may also be sent by email.

(b) For the purposes of this clause the email address of a party is the email address set out in the contract or notified from time to time by the addressee to the sender.

(c) An email is regarded as being served by or on a party:

(i) upon production of a delivery notification statement from the computer from which the email was sent which indicates that the e-mail was sent in its entirety to the e-mail address of the recipient shall be prima facie evidence that the e-mail has been received unless:

(A) where there is no delivery notification statement from the computer from which the e-mail was sent, the date and time of dispatch of the e-mail shall be prima facie evidence of the date and time that the e-mail was received; and

(B) where an "Out of Office" reply or similar response is delivered to the computer from which the e-mail was sent, the e-mail will not be taken to be received and the sender shall use an alternative method of sending the notice.

(ii) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

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

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

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

19. Christmas Break

In the event that the due date for completion falls within the period of the 21 December 2018 and 11 January 2019 the parties agree that completion will take place on the 15 January 2019. 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.

20. Completion

Completion will be the earlier of:

- (a) Three Months (3) months after the date of this contract; or
- (b) Fourteen days (14) days after the Vendors conveyancer serves written notice on the Purchasers solicitor or conveyancer that the Vendor is ready, willing and able to settle.

Completion of this contract cannot be prior to forty two (42) days after the date of this contract.

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 5/SP10624

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|----------|
| ----- | ---- | ----- | ---- |
| 7/12/2018 | 10:23 AM | 4 | 1/9/2018 |

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

LAND

LOT 5 IN STRATA PLAN 10624
AT CRONULLA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

TIMOTHY OLIVER COPLAND (T AH298483)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP10624
2 AH298484 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 7/12/2018

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP10624

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 7/12/2018 | 10:23 AM | 4 | 17/5/2016 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 10624
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CRONULLA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP10624

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 10624
ADDRESS FOR SERVICE OF DOCUMENTS:
57-63 WYANBAH ROAD
CRONULLA 2230

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 A43927 LAND EXCLUDES MINERALS
- 4 A945443 COVENANT AFFECTING LOT 45 IN DP8483
- 5 B206846 COVENANT AFFECTING LOT 2 IN DP575431
- 6 B420006 COVENANT AFFECTING LOT 44 IN DP8483
- 7 AE200492 CHANGE OF BY-LAWS
- 8 AG524240 CHANGE OF BY-LAWS
- 9 AH277396 CHANGE OF BY-LAWS
- 10 AK436974 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1800)

STRATA PLAN 10624

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 1 | - 63 | 2 | - 63 | 3 | - 64 | 4 | - 69 |
| 5 | - 69 | 6 | - 64 | 7 | - 64 | 8 | - 64 |
| 9 | - 64 | 10 | - 63 | 11 | - 63 | 12 | - 64 |
| 13 | - 64 | 14 | - 64 | 15 | - 64 | 16 | - 69 |
| 17 | - 69 | 18 | - 64 | 19 | - 64 | 20 | - 64 |
| 21 | - 64 | 22 | - 71 | 23 | - 73 | 24 | - 73 |
| 25 | - 77 | 26 | - 73 | 27 | - 73 | | |

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 7/12/2018

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP10624

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 7/12/2018

* 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.

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 5 February 2018 at 06:48)

[Schedule 2](#)

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note.

This by-law was previously by-law 12 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 13 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

2 Vehicles

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

Note.

This by-law was previously by-law 13 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 14 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note.

This by-law was previously by-law 14 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 15 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (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.

Note.

This by-law was previously by-law 15 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 16 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

5 Damage to common property

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

Note.

This by-law is subject to sections 109 and 110 of the [Strata Schemes Management Act 2015](#).

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note.

This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

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

Note.

This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note.

This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note.

This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note.

This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing 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 lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note.

This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note.

This by-law was previously by-law 22 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 23 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing 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.

Note.

This by-law was previously by-law 23 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 24 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note.

This by-law was previously by-law 24 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 25 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

14 Floor coverings

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

Note.

This by-law was previously by-law 25 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 26 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note.

This by-law was previously by-law 26 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 27 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

16 Keeping of animals

- (1) Subject to section 157 of the [Strata Schemes Management Act 2015](#), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note.

This by-law was previously by-law 27 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 28 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note.

This by-law was previously by-law 29 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 30 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note.

This by-law was previously by-law 3 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 3 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

19 Change in use of lot to be notified

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

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28

Order No. 54607026

Certificate No: 85248737

Your Reference: BK-18/1160

Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 10624

Available: Y

Size (KB): 187

Number of Pages: 6

Scan Date and Time: 22/11/2007 09:59

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

STRATA PLAN 10624

*

*OFFICE USE ONLY

| SCHEDULE OF UNIT ENTITLEMENT | | OFFICE USE ONLY | |
|------------------------------|------------------|-----------------|--|
| Lot No. | Unit Entitlement | RESUBDIVISION | |
| 1 | 63 | | |
| 2 | 63 | | |
| 3 | 64 | | |
| 4 | 69 | | |
| 5 | 69 | | |
| 6 | 64 | | |
| 7 | 64 | | |
| 8 | 64 | | |
| 9 | 64 | | |
| 10 | 63 | | |
| 11 | 63 | | |
| 12 | 64 | | |
| 13 | 64 | | |
| 14 | 64 | | |

| SCHEDULE OF UNIT ENTITLEMENT | | OFFICE USE ONLY | |
|------------------------------|------------------|-----------------|--|
| Lot No. | Unit Entitlement | RESUBDIVISION | |
| 15 | 64 | | |
| 16 | 69 | | |
| 17 | 69 | | |
| 18 | 64 | | |
| 19 | 64 | | |
| 20 | 64 | | |
| 21 | 64 | | |
| 22 | 71 | | |
| 23 | 73 | | |
| 24 | 73 | | |
| 25 | 77 | | |
| 26 | 73 | | |
| 27 | 73 | | |
| AGG. | 1800 | | |

Reduction Ratio 1:

Lengths are in metres



Registered Surveyor

Strata Clerk

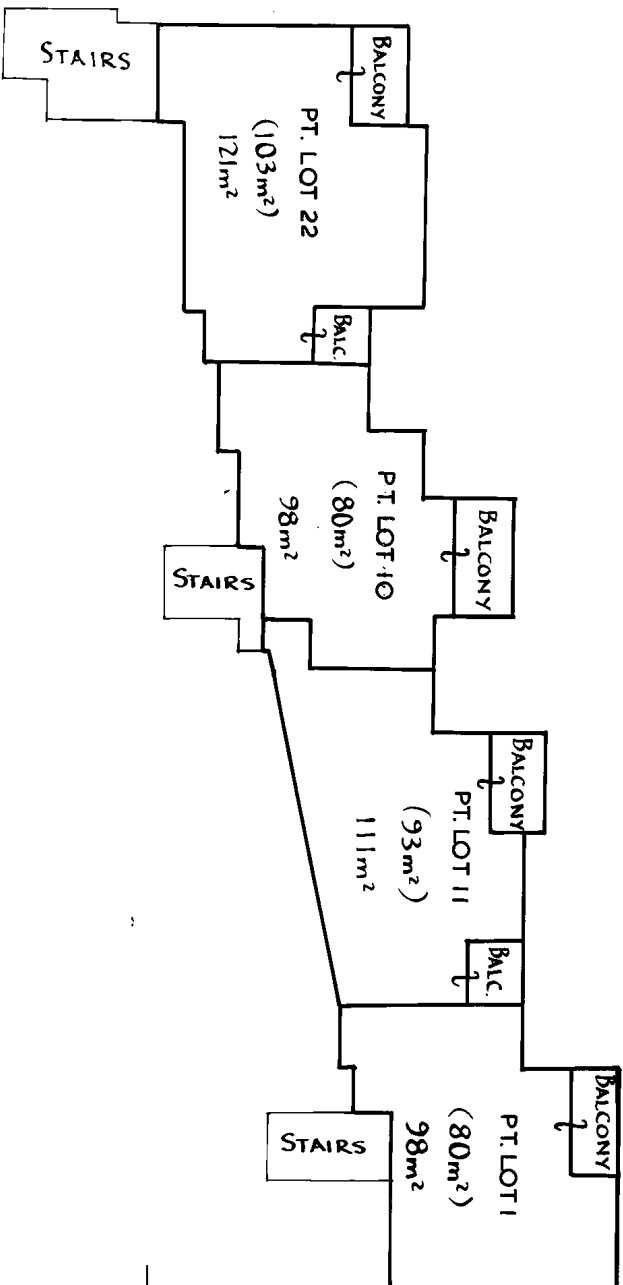
Council Clerk

Surveyor's Reference: L3221

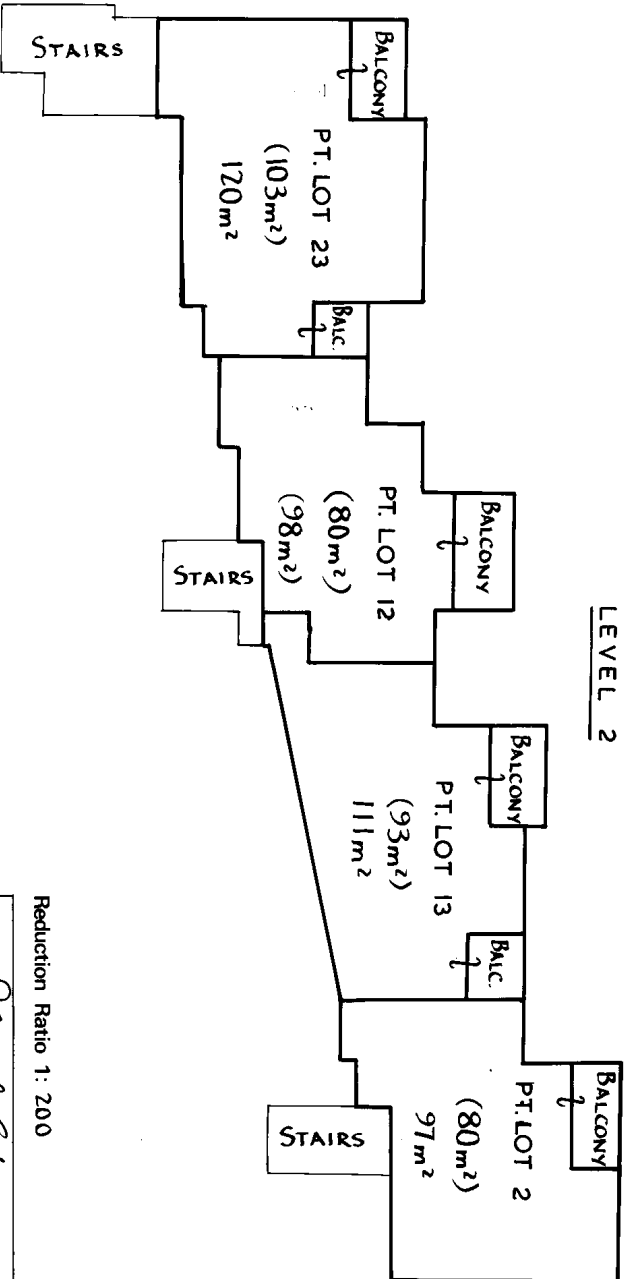
10624

STRATA PLAN 10624

LEVEL 1



LEVEL 2



ALL AREAS ARE APPROXIMATE.
UNCOVERED
THE HEIGHT OF THE BALCONIES
IS LIMITED TO 2.5 ABOVE THE
UPPER SURFACE OF THEIR
CONCRETE FLOOR.

Reduction Ratio 1: 200

Lengths are in metres

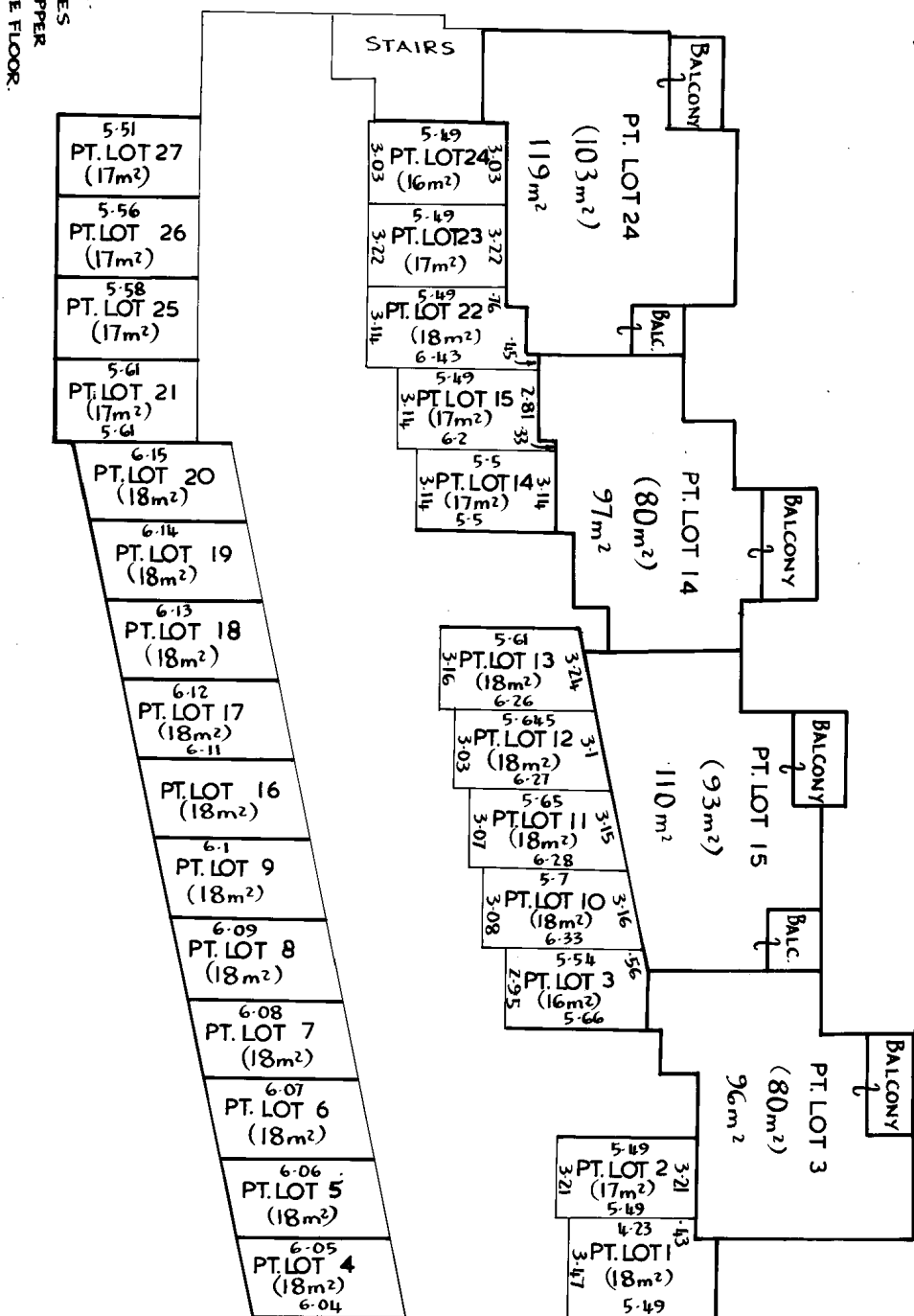
[Signature]
Registered Surveyor

[Signature]
Strata Clerk



STRATA PLAN 10624

LEVEL 3



ALL AREAS ARE APPROXIMATE.
UNCOVERED
THE HEIGHT OF THE BALCONIES
IS LIMITED TO 2.5 ABOVE THE UPPER
SURFACE OF THEIR CONCRETE FLOOR.

Reduction Ratio 1: 200

Lengths are in metres

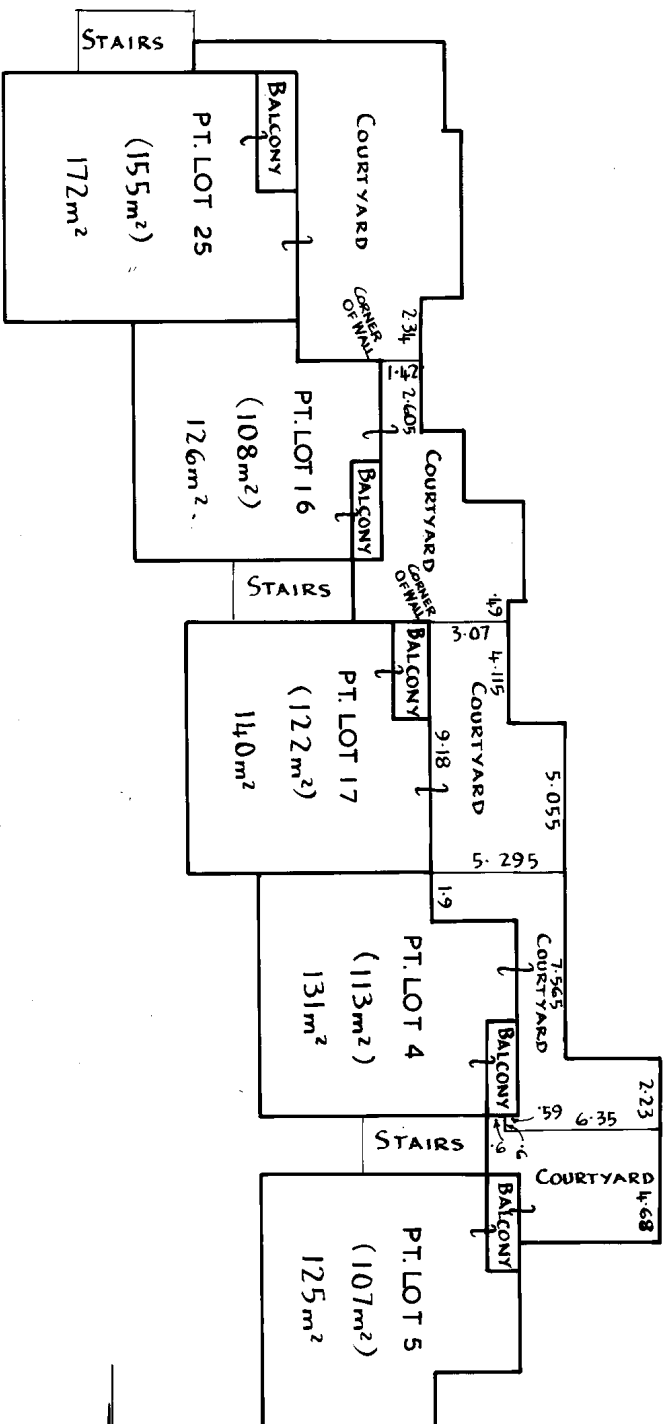
[Signature]
Registered Surveyor

SKANIS
Council Clerk

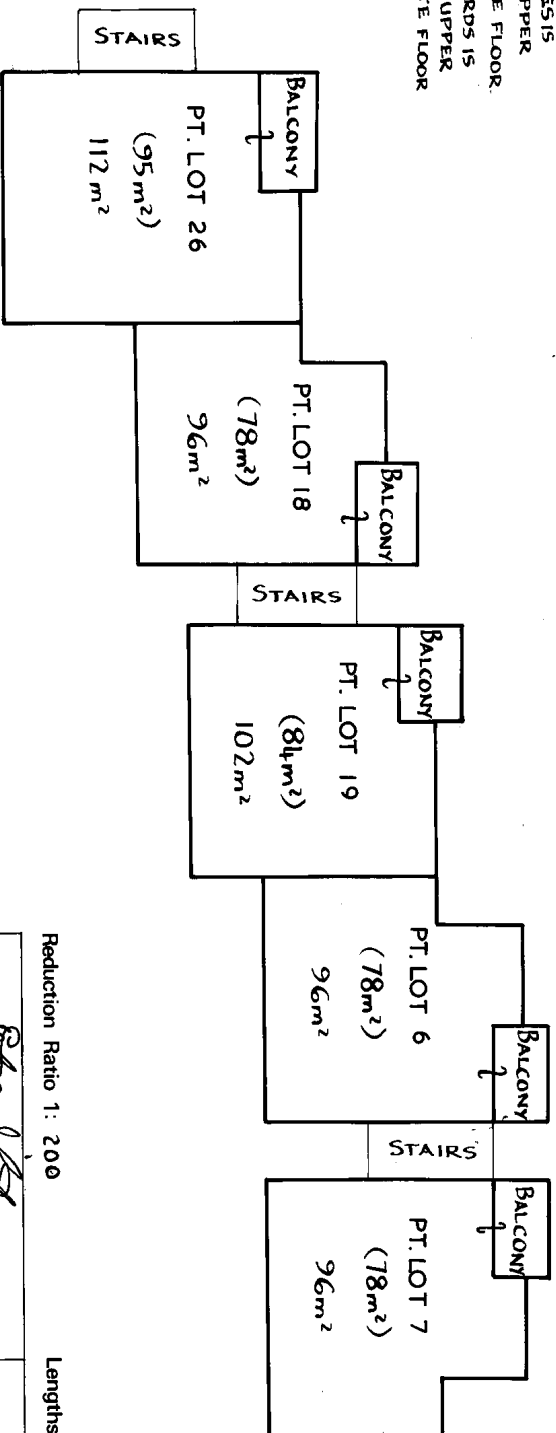


STRAITA PLAN 10624

LEVEL 4



LEVEL 5



ALL AREAS ARE APPROXIMATE.
THE HEIGHT OF THE BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR. UNCOVERED THE HEIGHT OF THE COURTYARDS IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR.

Reduction Ratio 1: 200

Lengths are in metres

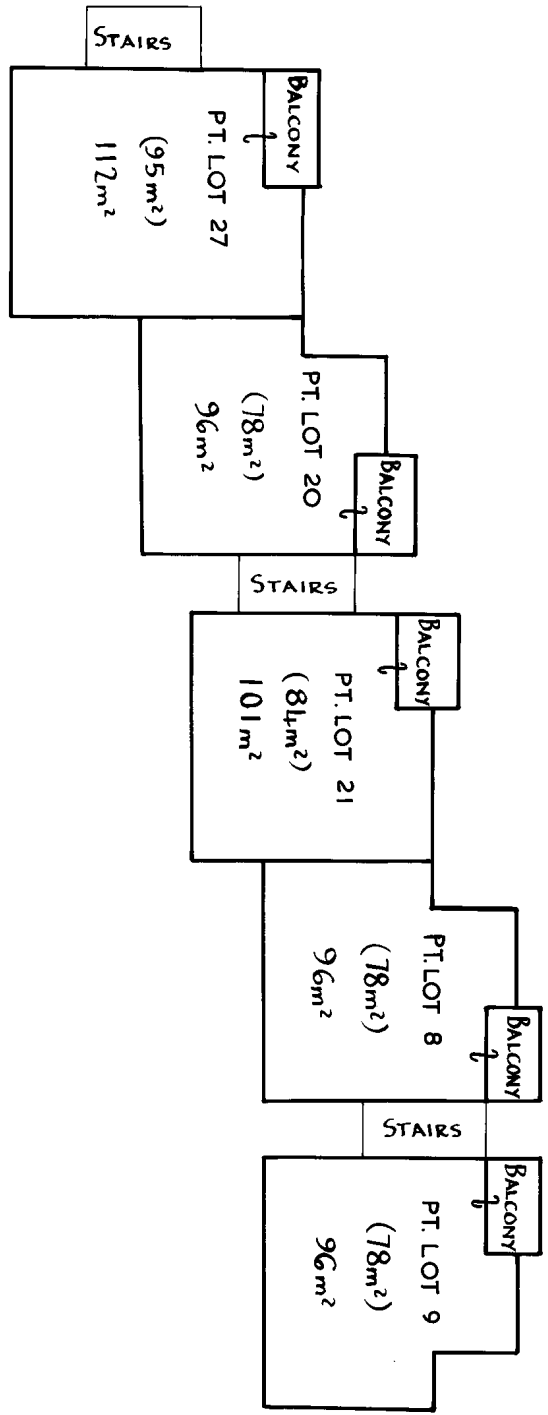


[Signature]
Registered Surveyor

STRATA 10624
Council Clerk

STRATA PLAN 10624

LEVEL 6



ALL AREAS ARE APPROXIMATE.
UNCOVERED
THE HEIGHT OF THE BALCONIES IS
LIMITED TO 2.5 ABOVE THE UPPER
SURFACE OF THEIR CONCRETE FLOOR.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
Registered Surveyor

a.s. bin
Strata's Council Clerk



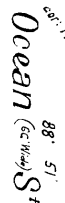
CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28
Order No. 54607026
Certificate No: 85248738
Your Reference: BK-18/1160
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 8483
Available: Y
Size (KB): 344
Number of Pages: 4
Scan Date and Time: 27/11/1998 12:31

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



Ocean State

5803

Plan

Red

Roads

Wyanbah

(66 ft wide)

318
1057.7 m²
Bando

319 Mario

Burke

Road

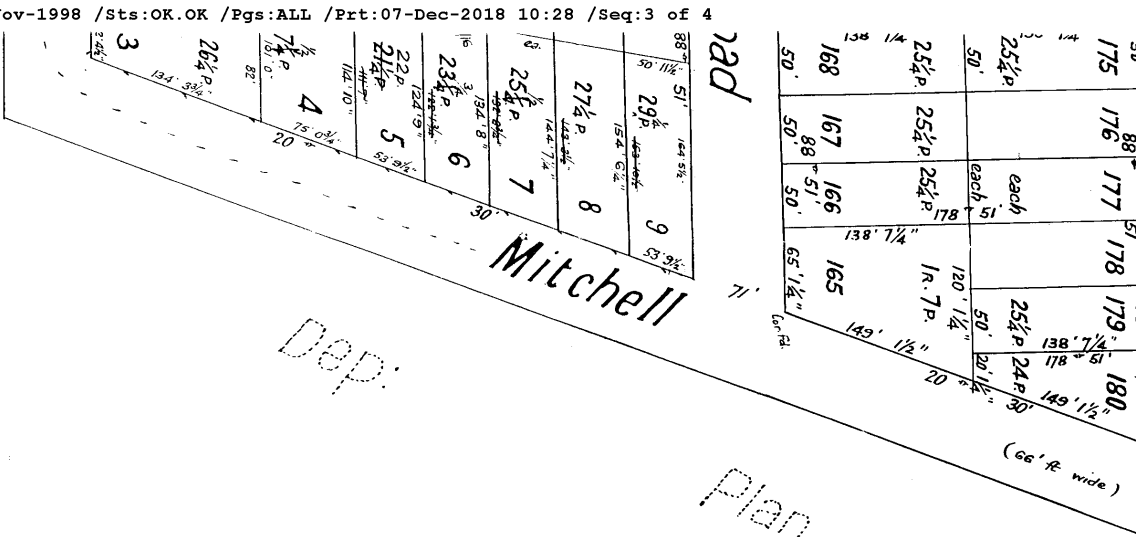
(80 ft wide)

Road

Road

Road

atchell



Azimuth taken from Dep. Plan 5166
Date of survey 22nd March 1916
Subscribed and declared before me at Sydney
this 23rd day of March 1916

[Signature] J.P.

— **PLAN** —
— of part of Beach Park Estate —
— at Cronulla —
a subdivision of lots 7, 6, 17 & 18 and part lot 26 in D.P. 5166
being part of Portion 5 Ph
— Ph. of Sutherland, Co. of Cumberland. —
— Scale 100 feet to one inch —

I Oscar Ramsay of Sydney Licensed Surveyor specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown in this plan are correct for the purposes of the said Act and that the survey of the land to which the plan relates has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Oscar Ramsay Licensed Surveyor

DP 8483 (E)

PP 8483

DP 8483

④

Dep: Plan 5/166

Subscribed and declared
this 27th day of July



Dep.

Mitchell

Road

Elouera

Burke

Nerang (66 ft wide) *Road*

Wyanbah

Wyamba

[illegible]

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28
Order No. 54607026
Certificate No: 85248739
Your Reference: BK-18/1160
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 575431
Available: Y
Size (KB): 61
Number of Pages: 1
Scan Date and Time: 15/09/1992 15:10

© Office of the Registrar-General 2018

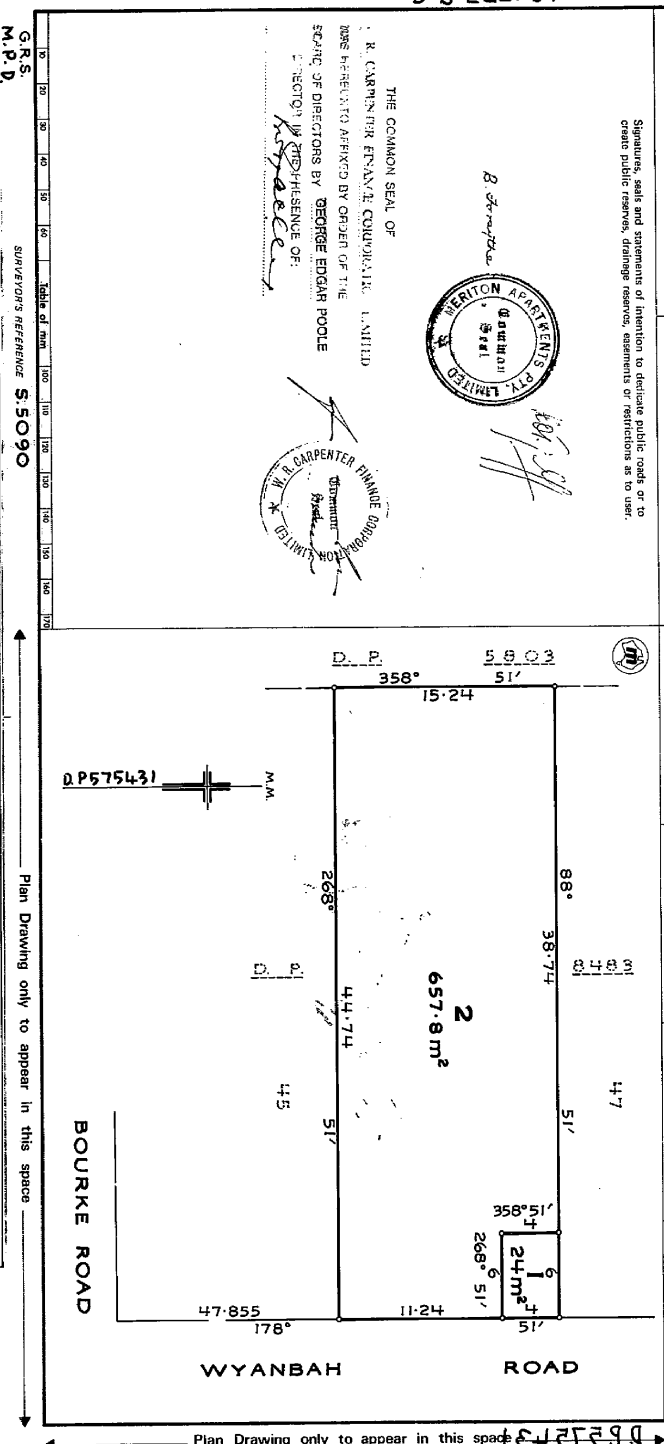
SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

| | | | |
|---|--|--|--|
| Council Clerk's Certificate I hereby certify that - (a) the requirements of the Local Government Act, 1939 (other than the requirements for the registration of a plan) have been complied with by the applicant in relation to the proposed SUBDIVISION. Date: 22.11.74 (Signature) <i>A.S. Birn</i> Council Clerk | | Surveyor's Certificate I, William Henry Thorne of THE SYDNEY COUNTY COUNCIL a surveyor registered under the Surveyors Act, 1920, do hereby certify that the above plan is a correct and true copy of the plan as submitted, and was completed on 7 OCTOBER 1974. Signature: <i>W.H. Thorne</i> Surveyor registered under the Surveyors Act, 1920, at Sydney. Subsides out either (1) or (2). (Insert date of survey.) | |
| PLAN OF SUBDIVISION OF LOT 46 IN D.P.8483 BEING THE LAND IN CT. VOL.12201 FOL.15. Main Site: SUTHERLAND Locality: CROUNULLA Shr: SUTHERLAND County: CUMBERLAND Parish: SUTHERLAND Reduction Ratio: 1: 250 Lengths are in metres | | D.P. 575431 Registered: 19.2.1975 C.A.: N°14/74 OF 22.11.1974 The System: TORRENS Purpose: SUBDIVISION Ref. Map: SUTHERLAND SH40 Last Plan: D.P.8483* | |



G.R.S.
M.P.D.
SURVEYOR'S REFERENCE: S.5090

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 20th day of February, 1975.

Jack Hayward Watson

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28

Order No. 54607026

Certificate No: 85248741

Your Reference: BK-18/1160

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing A43927

Available: Y

Size (KB): 285

Number of Pages: 4

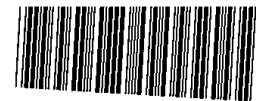
Scan Date and Time: 02/10/1997 02:09

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

NEW SOUTH WALES.

DEPARTMENT
9.8.13A



A
043927 V

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.

R 19 AUG 1913 4 P.M. A 43927

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company)

being registered as the proprietors for a term of 56 years from the 1st day of July 1899 under the memo of Lease Registered Number 50990 as extended by the Holt Sutherland Act 1900, in the land hereinafter described subject however to such encumbrances liens and interest as are notified by memo underwritten or endorsed hereon in consideration of the sum of £7500.0.0 paid by Arthur Rickard & Co Limited of Sydney to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section seven of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed signed by the Manager thereof

Doth hereby in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Arthur Rickard & Co Limited All the estate and interest of the Registered Proprietor in fee simple in the surface of All that parcel of land containing 54 ac Or 14 3/4 p situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated 2nd May thirtysix and seven Registered Volume 1776 fol. 25 and in the said Lease No. 50990 and being the surface of the whole of the land comprised in sublease No. A 22502 (dated the 24th day of April 1913) from the Holt Sutherland Estate Company Limited to the said Arthur Rickard & Co Limited And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

MC L
H L

And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

And doth also transfer to the said Arthur Rickard & Co Limited all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said subleases No. A 22502 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said will of the said Thomas Holt deceased ~~are~~ hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto

for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them

to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground work whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said lease No. 50990 and which are now known or shall be discovered hereafter as lying under the service of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may

disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of the houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said

h to ✓
Arthur Rickard & Co. Limited.
~~John Fraser~~ may become the Registered Proprietor in fee simple of the surface land comprised in the said sublease No. A22502 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 Provide always that the Company and its assigns shall hold the residue of the lands comprised in the said lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for nonpayment of rent and other powers and reservations in the said lease contained in all respects as if this transfer had not been made In Witness whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the

twenty first day of *July* in the year 1913.

The Common Seal of the Holt Sutherland
Estate Company Limited was affixed here-
to by the Directors present at a meeting
of the Board of Directors of that Company
held this *first* day of *July*
1913 and such Directors thereupon
signed this transfer in the presence of

A. McKelvey
Secretary

Arthur Richard & Co. Ltd.
Director

Accepted and I hereby certify
this transfer to be correct for
the purposes of the R. P. Act.

10/12 Signed in my presence by the said Arthur
Richard & Co. Limited who is personally
known to me

Walter P. Nathan
Don M. M. M.

ARTHUR RICHARD & CO. LTD.

Transferee.

DIRECTOR.

PERPETUAL TRUSTEE COMPANY, LTD.

2, 4 & 6 SPRING STREET, SYDNEY.

No. Q 12328

8th August 1913

Received from Arthur Richard & Co. Ltd.
the sum of *Seven thousand five hundred*
pounds

being the purchase money for the fee simple of
that piece of land situate in the Parish
of Sutherland County of Cumberland being the
whole of the land comprised in sublease
No. 122562 dated 24th April 1913 from the Holt Sutherland
Estate Co. to the said Arthur Richard & Co. Ltd. and
part of the land comprised in its own Land of Lease
registered No. 50990

£7,500

Manager.

Accountant.

Transfers of



54 ac. $14\frac{3}{4}$ per. Lot 26 - S.P. 5166
near Cronulla Shire of Sutherland
Sh of Sutherland -
Reserving mines & minerals &c.

The Holt Sutherland Estate Company Limited

Arthur Hickard to himself

Darkehurst entered in register book Vol 1776
Vol: 25 the 19th and on Case No 50990
the 19th August 1913 at 4 o'clock in the
afternoon.

Not Reliably



20 AUG. 1913

[illegible]

20 AUG. 1973

20 AUG. 1913

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28
Order No. 54607026
Certificate No: 85248748
Your Reference: BK-18/1160
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AK436974
Available: Y
Size (KB): 91
Number of Pages: 4
Scan Date and Time: 19/05/2016 22:02

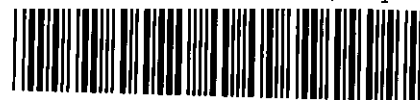
© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1
Real Property Act 1900



AK436974V

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/SP10624 | | |
| (B) LODGED BY | Document Collection Box <i>1W</i> | Name, Address or DX, Telephone, and Customer Account Number if any <i>Simpson Partners. DX 21104 Cronulla</i> | CODE CB |
| | Reference: <i>ACS:ES:16152</i> | | |

- (C) The Owners-Strata Plan No. 10624 certify that pursuant to a resolution passed on 22 April 2015 and
- (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 5
Amended by-law No. NOT APPLICABLE
as fully set out below:

As per Annexure A



- (F) The common seal of the Owners-Strata Plan No. 10624 was affixed on in the presence of—

Signature(s):

Name(s):

ANDREW GAVIN

STRATA MANAGER

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

Annexure A

STRATA SCHEME NO 10624 ANNEXURE TO CHANGE OF BY-LAWS

Special By-Law no.5 – Removal of Internal Wall

1. Introduction

This by-law provides for the Owners of Lot 2 to have special privileges to carry out Works involving the removal of an internal wall and attachment of a beam within Lot 2 subject to the following conditions.

2. Definitions

In this by-law:

- (a) "Lot" means Lot 2 in Strata Plan 10624;
- (b) "Owners" means the current owners of the lot and their successors;
- (c) "Owners Corporation" means the Owners Corporation Strata Plan 10624;
- (d) "Works" means the alterations and additions to the Lot, specifically referring to:
 - i. The removal of an internal wall;
 - ii. The installation and attachment of a beam.

3. Works, authorisation, special privileges and exclusive use rights

The Owners Corporation:

- a) Authorises the Works;
- b) Confers on the Owners special privileges in respect of the removal and installation of the beam within the Lot;
- c) Grants the Owners rights of use of common property for the duration of the renovations for the purpose of enabling the Works to be carried out;

upon and subject to the conditions set out in this by-law.

4. Conditions

- a) Before commencing the Works, the Owners must:
 - i. Give the Owners Corporation a copy of their Certificate of Currency for the all-risk insurance policy of the Contractor to be engaged on the Works which must include evidence of public liability insurance cover of no less than \$10,000,000.00 in respect of any claim and note the interests of the Owners Corporation;
 - ii. Pay all of the costs of the Owners Corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The Owners acknowledge that the Owners Corporation may refuse to execute any document relating to the registration of this by-law until those costs are paid

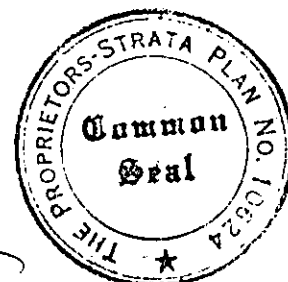
by the Owner;

- iii. Ensure that the Works are carried out in a proper and workmanlike manner utilising only first quality materials which are suitable for the purpose for which they are to be used;
- iv. Ensure that all contractors engaged on the Works are appropriately qualified and licensed according to regulations under the *Home Building Act 1989*;
- v. Ensure that the Works are done with due diligence and within a reasonable timeframe from the date of commencement;
- vi. Ensure that the Works are carried out and completed in a manner so that the structural integrity of the building is not compromised during the Works. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the Works must comply with the Building Code of Australia and any applicable Australian standard. In the event that there is a conflict, the Building Code of Australia shall be applied;
- vii. Ensure that minimum disturbance is caused to the common property during the Works and that the Works do not generate any cause likely to interfere with the peaceful enjoyment of other Owners and Occupiers or any person lawfully using the common property;
- viii. The Works are installed within the Lot and do not encroach on or impact any other lot or any part of the common property;
- ix. Ensure that all construction materials and equipment are to be transported in accordance with any reasonable manner as directed by the Owners Corporation;
- x. Pay all costs associated with the Works;
- xi. Immediately upon completion of the Works. Notify the Owners Corporation in writing that the Works have been completed at the Owners' expense.
- xii. Make good at the Owners expense any damage to the common property or another lot caused as a result of the Works no matter when such damage may become evident; and
- xiii. Indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation as a result of the Works, the altered state of the Lot or the condition or use of the common property arising from the Works or from breach of this by-law.

5. Further Conditions

- a) If the Owners breach any condition of this by-law and fail to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach then the Owners Corporation may take the following action:
 - i. rectify that breach;
 - ii. enter on any part of the Strata Scheme including the Lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying that breach; and
 - iii. recover as a debt due from the Owners the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

- b) Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28
Order No. 54607026
Certificate No: 85248747
Your Reference: BK-18/1160
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AH277396
Available: Y
Size (KB): 74
Number of Pages: 2
Scan Date and Time: 08/10/2012 22:04

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 15CB
Release: 3-2

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act 199
Real Property Act 1900



AH277396U

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/SP10624 | | | | |
| (B) LODGED BY | <table border="1"><tr><td>Document Collection Box 1011N</td><td>Name, Address or DX, Telephone, and Customer Account Number if any RD & SJ WILLIAMSON GPO BOX 2747 SYDNEY 1043 - DX439 SYDNEY Tel: 9544 1528 Fax: 9523 3732 Reference: MR</td></tr></table> | Document Collection Box 1011N | Name, Address or DX, Telephone, and Customer Account Number if any RD & SJ WILLIAMSON GPO BOX 2747 SYDNEY 1043 - DX439 SYDNEY Tel: 9544 1528 Fax: 9523 3732 Reference: MR | <table border="1"><tr><td>CODE CB</td></tr></table> | CODE CB |
| Document Collection Box 1011N | Name, Address or DX, Telephone, and Customer Account Number if any RD & SJ WILLIAMSON GPO BOX 2747 SYDNEY 1043 - DX439 SYDNEY Tel: 9544 1528 Fax: 9523 3732 Reference: MR | | | | |
| CODE CB | | | | | |

- (C) The Owners-Strata Plan No. 10624 certify that pursuant to a resolution passed on 21 August 2012 and
- (D) in accordance with the provisions of SECTION NO. 47 OF THE STRATA SCHEMES MANAGEMENT ACT 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 3 & 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

SPECIAL BY-LAW 3 - CABLE OR SATELLITE TV AS PER 'ANNEXURE A' ATTACHED

SPECIAL BY-LAW 4 - SERVICE OF DOCUMENTS ON OWNER OF A LOT BY OWNERS CORPORATION

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

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



- (F) The common seal of the Owners-Strata Plan No. 10624 was affixed on 21 August 2012 in the presence of—

Signature(s)

Name(s): ANDREW JOSEPH GAVIN (MANAGING AGENT)

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

ANNEXURE 'A'

Special By-Law 3 – Cable or Satellite TV

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions to grant, to the owner of a particular lot – Lot 7 & Lot 8:-
- (i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, with limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and
 - (ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.
- (b) The Owner of a lot will be responsible, at its cost:-
- (i) to connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;
 - (ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;
 - (iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and
 - (iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.
- (c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.
- (d) Satellite dish be of a standard size i.e. 65cm in diameter and any large satellite dishes must be approved by the owners corporation and local council if required.
- (e) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28

Order No. 54607026

Certificate No: 85248746

Your Reference: BK-18/1160

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AG524240

Available: Y

Size (KB): 94

Number of Pages: 4

Scan Date and Time: 25/10/2011 22:02

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 15CB
Release: 3.1
www.lpma.nsw.gov.au

CHANGE OF BY-LAWS

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



AG524240E

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/SP10624

(B) **LODGED BY**

Document
Collection
Box

10/11/11

Name, Address or DX, Telephone, and Customer Account Number

123723T

P. D. & G. WILLIAMSON

LEGAL & STRATA SEARCHERS

G.P.O. BOX 2747 SYDNEY 1043

DX 439 SYDNEY

Tel: 0544 1520 Fax: 0525 3752

Reference:

MR

CODE

CB

(C) The Owners-Strata Plan No. 10624 certify that pursuant to a resolution passed on 22 August 2011 and

(D) in accordance with the provisions of Strata Schemes Management Act 1996 - Sec. 52
the by-laws are changed as follows—

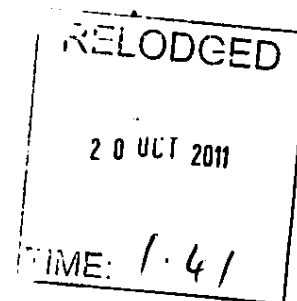
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By Law 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

As per Annexure A



(F) The common seal of the Owners-Strata Plan No. 10624

was affixed on 05 September 2011 in the presence of—

Signature(s)

Name(s): Christopher Parker

Strata Managing Agent

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

W

ANNEXURE "A"

SPECIAL BY LAW 2: SPLIT SYSTEM AIR CONDITIONING

(a) **DEFINITIONS**

- (i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:
- (A) "Act" means Strata Schemes Management Act 1996;
 - (B) "adjacent common property" means that part of the common property of the strata plan which is within 15cm of the air conditioning system or any part thereof;
 - (C) "air conditioner" means, in respect of all lots in the strata plan to which this By-Law applies, the split system air conditioning system for the lot comprised of but not limited to:-
 - (i) the condenser/compressor;
 - (ii) the air conditioning unit and evaporator; and
 - (iii) outlet pipes and associated pipes, wires cables; and
 - (D) "works" means all or any maintenance, repair, removal or replacement that the owner undertakes;
- (ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words have in the Act;

(b) **RIGHTS AND OBLIGATIONS**

The owner for the time being of the lots specified in the Schedule ("the owner") is conferred with the special privilege in respect of common property to install an air conditioner SUBJECT TO the due observance and performance by the owner with the following conditions:-

(i) **INSTALLATION**

The air-conditioning unit will be installed to the lot with the condensing unit fitted on the balcony of said lot OR at a suitable point as nominated by the owners corporation; No wiring, cables or ducting can be run through the roof space of the complex.

(ii) **MAINTENANCE**

The owner shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(iii) **COMMON PROPERTY MAINTENANCE**

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



5/9/12

(iv) RUN-OFF

The owner shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(v) NOISE TRANSFER

The owner must not operate the air conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Local Council regulations.

(vi) DAMAGES DURING WORKS

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

(vii) APPEARANCE

The owner shall ensure that the overall appearance of the strata scheme is in no way compromised by the installation of an air-conditioning system (refer by law 17, Schedule 1 of the Act).

(viii) INDEMNIFY OWNERS CORPORATION

The owner shall keep the Owners Corporation indemnified against:-

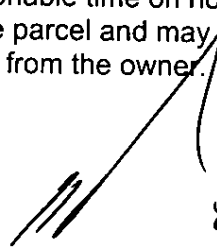
- (A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the air conditioners; and
- (B) any liability for damage to the air conditioners caused by the Owners Corporation in undertaking any work referred to in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

(ix) COUNCIL REGULATIONS

The owner must obtain any necessary development approval from the Local Council or any other proper authority if required.

(x) BY-LAW BREACH

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


21/5/18

(xi) EXISTING INSTALLATIONS

This By-Law also applies to air conditioners that are already installed. The Owners Corporation is not responsible for the service, maintenance, repair or replacement of the air conditioning unit and associated pipes and cables located on the common property or within the Lot.

SCHEDULE

Lot Benefited: All Lots subject to written applications



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28

Order No. 54607026

Certificate No: 85248745

Your Reference: BK-18/1160

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AE200492

Available: Y

Size (KB): 72

Number of Pages: 3

Scan Date and Time: 10/09/2008 22:01

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

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

CHANGE OF BY-LAW

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



AE200492H

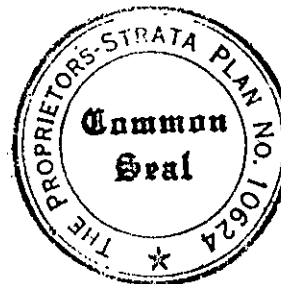
PRIVACY NOTE: this information is legally required and will become part of the public record

| | | | |
|-------------------|-------------------------|-------------------------------------|---|
| (A) TORRENS TITLE | For the common property | | |
| | SP10624 | Vol. 13020 | Fol. 73 ϕ ϕ NOW CP/SP10624 |
| (B) LODGED BY | Delivery Box | Name, Address or DX and Telephone | CODE |
| | 1011N | 123723T Reference (optional): MR | R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 9544 1520 Fax: 9523 3732 CB |

- (C) The Owners-Strata Plan No 10624 certify that pursuant to a resolution passed on 27 August 2008 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No _____
Added by-law No Special By-Law 1
Amended by-law No _____
as fully set out below.
As per Annexure 'B' (Attached)

- (F) The common seal of the Owners-Strata Plan No 10624 was affixed on 08 September 2008 in the presence of—

Signature(s):



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

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

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

Signature of authorised officer:

Name and position of authorised officer:

CT SIGHTED
CANC. & RET.
9/9/08

Special By-Law No [] – Security Gate Installation

1 Definitions

1.1 In this By-Law the following terms are defined to mean:

Security Gate means a gate to the front entrance of the garages to the Building which will restrict by means of a Security Key, access of Owners and Occupiers to the garages of the Building.

Security Key means a key and/or remote access which operates the Security Gate;

Strata Act means the Strata Schemes Management Act 1996.

1.2 Where any term used in this by-law are defined in the Strata Act, they will have the same meaning as those words are attributed under the Strata Act.

2 Powers and Duties

In addition to the functions conferred or imposed on the Owners Corporation by the Strata Act and its By-Laws, the Owners Corporation has the following additional powers authorities, duties and functions:

- 2.1 the power to acquire and install or arrange or authorise the installation of the Security Gate and the Security Keys;
- 2.2 the power to make available to Owners *the number of Security Keys as the Owners' Corporation considers necessary (being not less than one key and one remote for each lot)*. The Owners' Corporation will charge a fee for any additional or replacement Security Keys required by an Owner;
- 2.3 the power to require (in its sole discretion) a person seeking the issue of a Security Key or who holds a Security Key to provide:
 - (a) identifying information for themselves or for any person who has day to day control of the Security Key; and
 - (b) proof that they are an Owner or Occupier of a lot within the Building.
- 2.4 the power and duty to repair, maintain, renew and replace the Security Gate; and
- 2.5 the power to enter into arrangements with third parties from time to time for the operation, repair and replacement of the Security Gate and/or the Security Keys.

3 Obligations of Owners and Occupiers

- 3.1 An Owner must exercise a high degree and responsibility in making the Security Key available for use by an Occupier of a lot and must take all reasonable steps (including an appropriate obligation in any lease or licence of the lot) to ensure the return of the Security Key to the Owner or the Owners' Corporation.


8/9/18

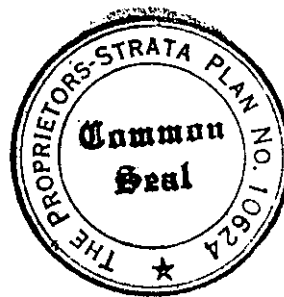


3.2 An Owner or Occupier of a lot:

- (a) must not duplicate or permit the Security Key to be duplicated;
- (b) must apply to the Owners' Corporation for additional or replacement Security Keys;
- (c) must not dispose of the Security Key other than by returning it to the Owner or the Owners Corporation;
- (d) must not block, prop open or otherwise act to circumvent the operation of the Security Gate; and
- (e) must promptly notify the Owners' Corporation if a Security Key is lost or destroyed.

SCHEDULE

Lot Benefited: All Lots



[Handwritten signature] 8/9/08

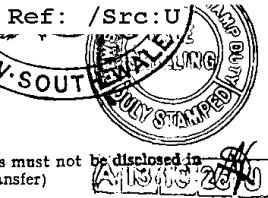
CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28
Order No. 54607026
Certificate No: 85248744
Your Reference: BK-18/1160
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing B420006
Available: Y
Size (KB): 183
Number of Pages: 2
Scan Date and Time: 25/11/2009 14:02

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



B420006S

I, ARTHUR RICKARD AND COMPANY LIMITED

(herein called transferor)

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

(£150.0.0) (the receipt whereof is hereby acknowledged) paid to it by

AGNES DULCIE SLOCOMBE of Canterbury Spinster

B420006

(herein called transferee)

do hereby transfer to the said transferee^b

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

| (a) County. | Parish. | State if Whole or Part. | Vol. | Fol. |
|-------------|------------|---|------|------|
| Cumberland | Sutherland | Part - Certificate of Title and being lot 44 as shown on deposited Plan Number 8483 | 2684 | 146. |

And the transferee covenants with the transferor hereby for her executors administrators and assigns and so as to bind not only her executors administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee her executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than Four hundred pounds such building to be of material approved of by the said Company with roof of approved material AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919 IT IS HEREBY FURTHER AGREED AND DECLARED that:

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8483 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.*

Reservations of all mines beds seams and veins of coal iron and other metals and minerals as more particularly reserved by Instrument of Transfer Number A43927.

Signed at
THE COMMON SEAL of ARTHUR RICKARD
& CO. LIMITED was hereto affixed
by JAMES BENNETT RICKARD this
Thirtieth day of September 1926
in the presence of:

the day of 19 .
Arthur Rickard
Transferor *

*Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

A.D. Slocombe
Transferee.

CONSENT OF MORTGAGEE.

The Commonwealth Bank of Australia the Mortgagee under Memorandum of Mortgage No. 420006 doth hereby discharge the said Mortgage so far only as regards the lands comprised in the within Transfer, but reserving and without prejudice to the rights and remedies of the Bank under the said Mortgage or any other security as against the lands (other than those hereby discharged) comprised therein and as against all principals sureties and third persons.

DATED at Sydney this Second day of October 1926.

SIGNED BY EDWARD WILLIAM HULLE, the duly constituted Attorney of the Commonwealth Bank of Australia, who is personally known to me L.D. Keene

COMMONWEALTH BANK OF AUSTRALIA.
BY ITS ATTORNEY.
E.W. Hulle

I, EDWARD WILLIAM HULLE, state that I have no notice of the revocation of the Power of Attorney (Mis. Reg. No. 299, R.P. Act Reg. No. 12185) in Exercise of which I have executed the within Instrument. Signed at Sydney the Second day of October 1926.

WITNESS: L.D. Keene

1 This form is not appropriate in case of delegation under Trustees Delegated Powers Act, 1915 the Execution of (War Facilities) Act 1917.

2 Strike out unnecessary words. Add any matter necessary show that the post effective.

3 May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J. Commissioner for Affidavits. Not required if the instrument itself made or acknowledged before one of the parties.

I, release thereon in such Dated at day of Signed in who is p
Memora of Attor just exe Signe Signed men

Appeared before me at hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

MEMORANDUM OF TRANSFER of

Acres 26 3/4 rods 8483 perches.
Lot 44 & 8483
(subject to covenant)
Shire part of Grenville
Municipality Lutherland
Parish Lutherland County Lutherland

DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

| Nature. | No. | Reg'd Propr., M't'gor, etc. |
|---------|-----|-----------------------------|
| | | |

Agnes Lucie Sturges Transferree.

Particulars entered in Register Book Vol. 3931 Fol. 70

the 20th day of October 1926
at 11 minutes 11 o'clock in the fore noon.

B 420006

PROGRESS RECORD

| | Initials | Date |
|---------------------------------|-----------|-----------------|
| Sent to Survey Branch | <u>AK</u> | <u>15/10</u> |
| Received from Records | <u>AK</u> | <u>15/10</u> |
| Draft written | <u>AK</u> | <u>19/10/26</u> |
| Draft examined | <u>AK</u> | <u>25.10.26</u> |
| Diagram prepared | <u>AK</u> | <u>27-10</u> |
| Diagram examined | <u>AK</u> | <u>27-10</u> |
| Draft forwarded | <u>AK</u> | <u>27-10</u> |
| Supt. of Engrossers | <u>AK</u> | <u>27-10</u> |
| Cancellation Clerk | <u>AK</u> | <u>27-10</u> |
| VOL. <u>3931</u> FOL. <u>70</u> | | |
| Diagram Fees | | |
| Additional Folios | | |

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28

Order No. 54607026

Certificate No: 85248743

Your Reference: BK-18/1160

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing B206846

Available: Y

Size (KB): 179

Number of Pages: 2

Scan Date and Time: 02/09/2009 10:02

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Ref: /Src:U

Endorsement

Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

B206846Q

I, ARTHUR RICKARD & CO. LIMITEDTrusts must not be disclosed
(the transfer)less estate, strike out "in
simple," and interline the
required alteration.being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of ONE HUNDRED AND THIRTY SEVEN POUNDS TEN SHILLINGS(£37/10/-) (the receipt whereof is hereby acknowledged) paid to it byCAROLINE PATRICIA TURNER the wife of Horace Bulwer Turner of Chatswood
Company Secretary.

B 206846

B 206846

(herein called transferee)

to two or more, state
together as joint tenants or
tenants in common.

do hereby transfer to the said transferee

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

all the references cannot
conveniently inserted, a
m of annexure (obtainable
L.T.O.) may be added.
y annexure must be signed
the parties and their sig-
tures witnessed.ese references will suffice if
e whole land in the grant or
rtificate be transferred.part only add "and being
sec. D.P.being the land shown in
e plan annexed hereto,being the residue of the
nd in certificate (or grant)

gistered Vol. Fol.

here the consent of the
al council is required to

subdivision the certificate

d plan mentioned in

e L. G. Act, 1919, should

company the transfer.

rike out if unnecessary.

covenants should comply
th section 89 of the

veyancing Act, 1919.

ere also should be set forth
y right-of-way or easement

exception.

ny provision in addition to
modification of thecovenants implied by the
ct may also be inserted.

very short note will suffice.

| (c) | County. | Parish. | State if Whole or Part. | Vol. | Fol. |
|-----|------------|------------|---|------|------|
| | Cumberland | Sutherland | Part being Lot number Forty six (46) of the Beach Park Estate as shown on Deposited Plan No. 8483 | 2684 | 146 |

~~And the transferee covenants with the transferor~~AND the Transferee hereby for ~~herself~~ herso as to bind, not only ~~herself~~ her

piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants

thereof COVENANT with the said Company and its assigns that the Transferee her

executors, administrators or assigns shall not erect or permit to be erected on the said land any main

building of less value than Four hundred pounds (£400)

executors, administrators and assigns and

executors, administrators and assigns but also the said

piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants

thereof COVENANT with the said Company and its assigns that the Transferee her

executors, administrators or assigns shall not erect or permit to be erected on the said land any main

building of less value than Four hundred pounds (£400)AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement
hoarding shall be erected on the said land.AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND
DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8483 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.*

Subject to the reservations, covenants and conditions contained in
Transfer No. A43927.

Signed at

Sydney

the

7th

day of

April

1928

executed within the State
this instrument should be
signed or acknowledged beforethe Registrar-General, or
Deputy Registrar-General,Notary Public, a J.P. or
Commissioner for Affidavits,whom the Transferrer is
known, otherwise the attest-

ing witness must appear

before one of the above func-

tionaries to make a declara-

tion in the annexed form.

s to instruments executed
seewhere, see page 2.Repeat attestation if
necessary.

If the Transferrer or Trans-

feree signs by a mark, the

attestation must state "that

the instrument was read over

and explained to him, and

that he appeared fully to

understand the same."

Signed in my presence by the transferor

THE COMMON SEAL OF ARTHUR RICKARD & CO. LIMITED

was hereto attested by JAMES BENNETT RICKARD

this 7th day of April 1928

in the presence of:

Leo S. Howe

Signed

Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.

Caroline P. Turner

Transferree.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

James A. Wilson* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2
signed by the attorney before a witness.† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a
penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being
verified by signature or initials in the margin, or noticed in the attestation.

Ref: /Src: Ute No *1254162* doth hereby discharge the said Mortgage so far only as regards the lands comprised in the within Transfer but reserving and without prejudice to the rights and remedies of the Bank under the said Mortgage or any other security as against the lands (other than those hereby discharged) comprised therein and as against all principals sureties and third persons.

SOLICITOR,
84 PITT STREET, SYDNEY

DATED AT SYDNEY this *Twentieth* day of *April* 1925.

SIGNED BY EDWARD WILLIAM HULL, THE DULY CONSTITUTED ATTORNEY OF THE COMMONWEALTH BANK OF AUSTRALIA, WHO IS PERSONALLY KNOWN TO ME, AND WHO STATES THAT HE HAS NO NOTICE OF THE REVOCATION OF THE POWER OF ATTORNEY (MIS. REG. NO. 299. R. P. ACT REG. NO. 12185) BY VIRTUE OF WHICH THIS INSTRUMENT IS SIGNED.

COMMONWEALTH BANK OF AUSTRALIA,
BY ITS ATTORNEY.

E. W. Hull

Charles Murray
Solicitor

Signed at _____ the _____ day of _____ 192

Signed at the place and on the date above-mentioned, in the presence of—

out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and twenty _____, the attesting witness to this instrument, and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres _____ roads _____ perches _____

Lot 46

DP 8483 at Cronulla

Shire _____

Municipality _____

Sutherland

Parish _____

(Subject to Covenant)

County _____

Caroline Patricia Hurst Transferee

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature _____ No _____ Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. *2684* Fol. *146*

INDEXED

BY *30 APR 1925* day of *April* 1925
at *3 o'clock* in the *after* noon.

W. H. Kilgus

Registrar General



B 206846

PROGRESS RECORD.

| | Initials | Date |
|----------------------------------|-----------|----------------------|
| Sent to Survey Branch | <i>RA</i> | <i>20 April 1925</i> |
| Received from Records | <i>RA</i> | <i>23 April 1925</i> |
| Draft written | <i>RA</i> | <i>25 April 1925</i> |
| Draft examined | <i>RA</i> | <i>25 April 1925</i> |
| Diagram prepared | <i>RA</i> | <i>25 April 1925</i> |
| Diagram examined | <i>RA</i> | <i>25 April 1925</i> |
| Draft forwarded | <i>RA</i> | <i>25 April 1925</i> |
| Supt. of Engrossers | <i>RA</i> | <i>25 April 1925</i> |
| Cancellation Clerk | <i>RA</i> | <i>25 April 1925</i> |
| VOL. <i>3723</i> FOL. <i>216</i> | | |
| Diagram Fees | | |
| Additional Folios | | |

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/12/2018 10:28
Order No. 54607026
Certificate No: 85248742
Your Reference: BK-18/1160
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing A945443
Available: Y
Size (KB): 165
Number of Pages: 2
Scan Date and Time: 12/08/2009 12:12

© Office of the Registrar-General 2018

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Ref: / Src: U

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, ARTHUR RICKARD & CO. LIMITED

A945443Q

(Trusts must not be disclosed in the transfer.)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND THIRTY SEVEN POUNDS TEN SHILLINGS

(£137.10.0) (the receipt whereof is hereby acknowledged) paid to me by

PRISCILLA HATTERSLEY wife of Donald Hattersley of Penrith Dentist

A945443

A945443

(herein called transferee)

If to two or more, state whether as joint tenants tenants in common.

do hereby transfer to the transferee

ALL such ^{its} Estate and Interest in ALL THE land mentioned in the schedule following:—

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and the nature witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being

| (c) County. | Parish. | State if Whole or Part. | Vol. | Fol. |
|-------------|------------|--|--------------|------------|
| Cumberland | Sutherland | Part And being Lot forty-five (45) of the Beach Park Estate as shown on Deposited Plan No. 8483 | 2684 2394 | 146 241 |

of being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) transferred Vol. Fol. When the consent of the local council is required to a subdivision of the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

And the transferee covenants with the transferor

AND the Transferee doth hereby for herself, her executors, administrators and assigns and so as to bind not only herself her executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee her executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS

AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 8483 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company, its executors or assigns.

A very short note will suffice.

ENCUMBRANCES, &c. REFERRED TO.

Subject to covenants and conditions contained in Transf. No. A 43927.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a Justice of the Peace, or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2. Repeat attestation if necessary.

Signed at the

COMMON SEAL of ARTHUR RICKARD & CO. LIMITED was hereto affixed

WHO IS PERSONALLY KNOWN TO ME

by JAMES BENNETT RICKARD this

Eight day of May 1923 in the presence of

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Lea G. Rowe Clerk to

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

P. Hattersley Transferee

Ref: /Src:U of the Bank under the said Mortgage or against the Bank (in those hereby discharged) comprised all principal moneys and third persons.

DATED AT SYDNEY this 11th day of May 1923

THE COMMON SEAL OF THE COMMONWEALTH BANK OF AUSTRALIA WAS AFFIXED HERETO BY THE GOVERNOR OF THE BANK IN THE PRESENCE OF



Denison Miller
Governor

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register* under the authority of which he has just executed the within transfer.

h Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at the day of 192

Signed at the place and on the date above mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

Appared before me at the day of one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

i May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres rods perches.

DP 8483
at Cronulla

Shire
Municipality *Sutherland*

Parish County
(Subject to Covenant)

Pussilla Hattersley Transferrec.

LODGED BY

CAMPBELL & ROWE

Solicitors,

84 Pitt Street, SYDNEY.

Particulars entered in Register Book, Vol. *2684* Fol. *146*

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature No. Reg'd Propr., M't'gor, etc.

A 945443

the 19th day of May 1923
at 16 minutes 440 o'clock in the afternoon.

W. H. Williams

Registrar



PROGRESS RECORD.

| | Initials | Date |
|-----------------------|-----------|----------------|
| Sent to Survey Branch | <i>26</i> | |
| Received from Records | <i>26</i> | <i>24.5.23</i> |
| Draft written | <i>26</i> | <i>24.5.23</i> |
| Draft examined | <i>26</i> | <i>24.5.23</i> |
| Diagram prepared | <i>26</i> | <i>24.5.23</i> |
| Diagram examined | <i>26</i> | <i>24.5.23</i> |
| Draft forwarded | <i>26</i> | <i>24.5.23</i> |
| Supt. of Engrossers | <i>26</i> | <i>24.5.23</i> |
| Cancellation Clerk | <i>26</i> | <i>24.5.23</i> |

VOL. 3458 FOL. 133

| | | |
|-------------------|-----------|----------------|
| Diagram Fees | <i>37</i> | <i>24.5.23</i> |
| Additional Folios | <i>37</i> | <i>24.5.23</i> |

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are—registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferor may take out a new Certificate for the residue.



Applicant:

Bk'S Conveyancing
Po Box 1100
CARINGBAH NSW 1495

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

| | | | |
|-------------------|-------------|------------------|---------|
| Certificate no: | ePC:18/4096 | Delivery option: | |
| Certificate date: | 07/12/2018 | Your reference: | copland |

Property:

Lot 5 S/P 10624
5/57-63 Wyanbah Road CRONULLA NSW 2230

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 -
Georges River Catchment (5/2/1999) (deemed SEPP).

* Sydney Regional Environmental Plan No.09 (Extractive Industry
(No.2) 1995) (deemed SEPP).

- * SEPP (Building Sustainability Index: Basix) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009

- * SEPP No. 19 – Bushland in Urban Areas
- * SEPP No. 21 – Caravan Parks
- * SEPP No. 30 – Intensive Agriculture
- * SEPP No. 33 – Hazardous and Offensive Development
- * SEPP No. 50 – Canal Estates
- * SEPP No. 55 – Remediation of Land
- * SEPP No. 62 – Sustainable Aquaculture
- * SEPP No. 64 – Advertising and Signage
- * SEPP No. 65 – Design Quality of Residential Flat Development.
- * State Environmental Planning Policy No 70—Affordable Housing
(Revised Schemes)
- * SEPP (Housing for Seniors or People with a Disability) 2004:
(Does not apply to land to which State Environmental
Planning Policy (Kurnell Peninsula) 1989 applies)
- * State Environmental Planning Policy (Integration and Repeals)
2016
- * SEPP (Mining, Petroleum Production and Extractive Industries)
2007
- * State Environmental Planning Policy (Miscellaneous Consent
Provisions) 2007
- * SEPP (Infrastructure) 2007
- * State Environmental Planning Policy (State and Regional
Development) 2011
- * SEPP (State Significant Precincts) 2005
- * State Environmental Planning Policy (Vegetation in Non-Rural
Areas) 2017
- * State Environmental Planning Policy (Educational
Establishments and Child Care Facilities) 2017

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

The following Draft State Environmental Planning Policies apply:
Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

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

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

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

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

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing;

Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

(d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

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

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

3. Complying Development

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

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Medium Density Housing Code

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

(Note: All land in the Sutherland Shire is deferred from this code until the 1st of July 2019.)

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

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

No

7A. Flood related development controls information

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

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please

consult Council's website www.sutherlandshire.nsw.gov.au.

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

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

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

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

Note: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

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

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

No

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

No

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

No

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

No

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

No

Any Other Prescribed Matter

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

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon
Manager Strategic Planning



Municipality of Sutherland

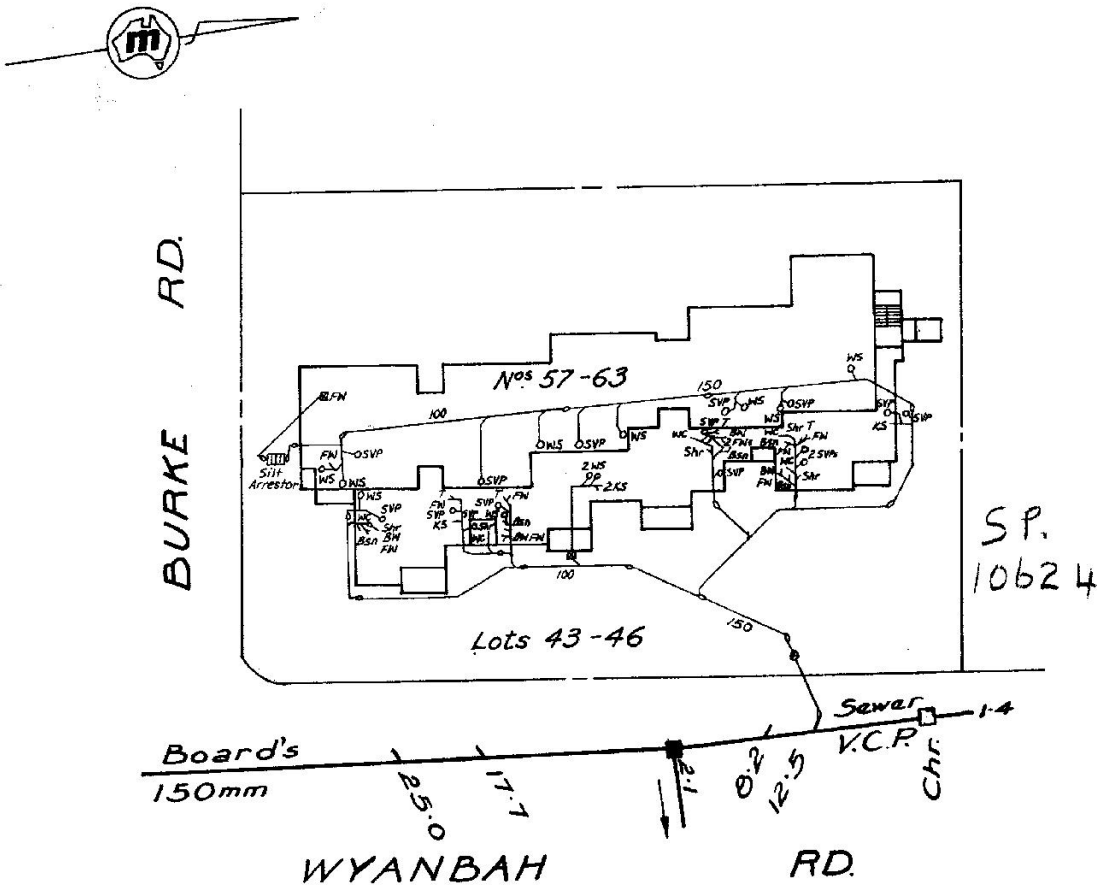
SEWERAGE SERVICE DIAGRAM

No. 119734

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|-------------------------|----------------------|-----------------|-----------------------|
| □ Boundary Trap | RV Reflux Valve | IP Induct Pipe | Bsn Basin |
| ⊙ Inspection Shaft | ○ Cleaning Eye | MF Mica Flap | Shr Shower |
| ■ Pit | ○ VERT Vertical Pipe | T Tubs | WIP Wrought Iron Pipe |
| ■ GI Grease Interceptor | ○ VP Vent Pipe | KS Kitchen Sink | CIP Cast Iron Pipe |
| ⊗ Gully | ○ SVP Soil Vent Pipe | WC Water Closet | FW Floor Waste |
| ⊗ PT P Trap | ○ DCC Down Cast Cowl | BW Bath Waste | WM Washing Machine |

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. _____ W.C.s. _____
 SHEET No. **4660** U.C.s. _____ **Scale 1 : 500** For House Services Engineer

| DRAINAGE | | | BRANCH OFFICE | PLUMBING | |
|-----------|-----------------|------|--------------------|---------------|------|
|W.C. | Supervised by | Date | Date | Supervised by | Date |
|Bth. | Inspector | | Outfall CR | Inspector | |
|Shr. | | | Drainer | | |
|Bsn. | Chief Inspector | | Plumber | | |
|K.S. | | | Boundary Trap | | |
|T. | Tracing Checked | | W/ is not required | | |
|Plg. | | | | | |
| Dge. Int. | | | | | |
| Dge. Ext. | | | | | |

50 32
229 370
1089 351
200 464
213 790

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