

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Pulse Property Agents
304/29 Kiara Road, Miranda NSW 2228

Phone: 9525 4666
Fax: 9525 4699
Ref: Ben Pike

Co-agent

Vendor

Ronald James Haughey

Vendor's Solicitor

Harding Conveyancing
PO Box 1078, Gympie NSW 2227
donna@hardingconveyancing.com.au

Phone: 02 9526 1802
Fax: 02 8572 9447
Ref: Donna Harding
Mob: 0432 404 521

Completion date

42 days after the date of this Contract (clause 15)

Land

27/194-198 Willarong Road, Caringbah NSW 2229

(Address, plan details and title reference)

Registered Plan: Lot 27 Plan SP56496
Folio Identifier: 27/SP56497

Improvements

☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ none
☐ other:

Attached copies

☒ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions

☒ blinds ☐ curtains ☒ insect screens ☒ stove
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☐ pool equipment
☐ clothes line ☒ fixed floor coverings ☒ range hood ☐ TV antenna
☒ other: Air conditioning unit and remote

Exclusions

Purchaser

Purchaser's solicitor

Phone:
Fax:

Price

Deposit

(10% of the price, unless otherwise stated)

Balance

Contract date

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

Vendor

Witness

GST AMOUNT (optional)

The price includes
GST of: \$

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number
Netstrata, PO Box 265, Hurstville BC 1481 NSW Ph 1300 663 760

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input checked="" type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding vendor duty	<input checked="" type="checkbox"/> 24 property certificate for strata common property <input checked="" type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input checked="" type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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.

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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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can -

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
 - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) 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 clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
 - 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

I, of, certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at **27/194-198 Willarong Road, Caringbah NSW 2229**, from **Ronald James Haughey** to
in order that there is no cooling
off period in relation to that Contract.
3. I do not act for and am not employed in the legal practice of a Solicitor/Licensed Conveyancer acting for **Ronald James Haughey** nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for **Ronald James Haughey** is a member or employee.
4. I have explained to :
 - i) the effect of the Contract for the purchase of that property;
 - ii) the nature of this Certificate;
 - iii) the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

These are additional clauses to the Contract for the Sale of Land

Vendor: Ronald James Haughey
Property: 27/194-198 Willarong Road, Caringbah NSW 2229

30. Additional Clauses

- (a) These additional clauses form part of this contract but are not to be read or applied so as to purport to exclude, modify or restrict or have the effect of excluding, modifying or restricting the application of all or any of the provisions of Section 52A of the Conveyancing Act, 1919 or the Conveyancing (Sale of Land) Regulation 2005 or the exercise of a right conferred thereunder in relation to this contract.
- (b) In the event of any conflict or inconsistency between clauses 1 to 29 of this contract and these additional clauses, these additional clauses will prevail.
- (c) For the purposes of Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2005 and for the purposes of this Contract, a disclosure shall be deemed to be made if reference to the relevant matter has been made in this Contract.

31. Amendments to the printed provisions in the Contract

This contract is amended as follows:

- (a) clauses 3 and 4.5 are deleted;
- (b) in clause 16.5 – delete the words “plus another 20% of that fee”; and
- (c) delete clause 16.12.

32. Inclusions

The items marked as included in the “Meaning of term” column at “Inclusions” are included in the sale.

The vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the purchaser accepts them in their state of repair and condition at the contract date.

The vendor is not responsible for loss of or damage to (other than loss or damage due to the act or default of the vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the contract date.

The purchaser may not make a claim or requisition, delay completion, rescind or terminate because of a defect in the title to or the quality of the inclusions.

33. No representations and warranties except in Contract

The purchaser represents and warrants that in entering into this contract the purchaser has not relied on any representation or warranty about its subject matter except those included in this contract.

34. Inspection by purchaser

The purchaser has inspected the property and accepts it in its present state of repair and condition. The purchaser may not make a claim or requisition, delay completion, rescind or terminate because of the state of repair or condition of the property.

35. Real Estate Agent

- (a) The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendor's agent.
- (b) If the purchaser breaches the warranty set out in paragraph (a) above, the purchaser agrees to indemnify the vendor against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with this contract and/or the sale hereby made and from and against all actions, proceedings, and/or expenses arising out of any claim other than the claim of the vendor's agent.
- (c) It is agreed by the parties that this clause will not merge on completion of the contract.

36. Interest and notice to complete

If the purchaser completes this contract but does not do so on or before the completion date, then on completion:

- (a) the purchaser must pay the vendor interest on:
 - (i) the balance of the price; and
 - (ii) any other amount payable by the purchaser to the vendor under this contract, from but excluding the completion date to and including the date of actual completion at the rate of 8% per annum; and
- (b) despite clause 1, adjustments are to be made as at the earliest of the date possession is given to the purchaser and the date of actual completion.

The purchaser need not pay interest under this clause 36 for any period that the purchaser's failure to complete is caused solely by the vendor.

Payment of interest in accordance with this clause 36 is an essential term of this contract.

37. Notice to complete

If a party is entitled to serve a notice to complete, then 14 days (excluding the date on which that notice is served) is a reasonable period to allow for completion in that notice.

38. Death, incapacity, bankruptcy

Should either party (and if more than one person comprises such party then either one of them) prior to completion:

- (a) die or become a protected person as defined in the Protected Estates Act 1983 then either party may rescind this contract by notice in writing and clause 19 shall apply; or

- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or enter into a scheme or arrangement with its creditors under the Corporations Act or should any liquidator, receiver or official manager be appointed in respect of the party (or should a petition or other Court proceedings be instituted for such appointment), then that party shall be deemed to be in default of an essential condition of this contract.

39. Settlement

If settlement of this matter does not take place at the time appointed due to the fault of the purchaser (or his mortgagee) then the purchaser shall pay all fees including agency fees and re-certification fees incurred by the vendor or his mortgagee in relation to any re-arrangement of settlement. Payment of the fees incurred is an essential term of this Contract.

40. Transfer

The Transfer is to be served on the vendor's conveyancer in accordance with clause 4.1 of the Contract. If the Transfer is not received within the time stipulated in clause 4.1, an allowance will be made on settlement for the amount of \$55.00 in favour of the vendor or vendor's conveyancer being additional handling costs.

41. Deposit payable by instalments

The deposit payable under this contract is 10% of the purchase price. If the Vendor so permits, the Purchaser may pay an amount that is less than 10% of the Purchase Price on account of the payment of the deposit to the effect of making this Contract. In such event, the Purchaser agrees to pay the balance of the 10% deposit on the earlier of:-

- (a) as agreed by the parties; or
- (b) on the date of completion; or
- (c) on the Purchaser's default of the Purchaser's obligations under this Contract.

42. Requisitions on Title

For the purposes of clause 5 of the Contract, the Vendor shall have complied with its obligations if it furnishes to the Purchaser replies to the 2011 requisitions as contained in the printed forms of the Law Society of New South Wales which are annexed hereto.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Ronald James Haughey
Purchaser:
Property: 27/194-198 Willarong Road, Caringbah NSW 2229
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) if there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1 % of the price?

Capacity

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

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 27/SP56496

SEARCH DATE	TIME	EDITION NO	DATE
13/4/2016	10:34 AM	3	6/4/2016

LAND

LOT 27 IN STRATA PLAN 56496
AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

RONALD JAMES HAUGHEY (AE AK333306)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP56496

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP56496

SEARCH DATE	TIME	EDITION NO	DATE
13/4/2016	10:34 AM	14	29/7/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 56496
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP56496

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 56496
ADDRESS FOR SERVICE OF NOTICES:
C/- NETWORK STRATA SERVICES PTY LIMITED
P O BOX 265
HURSTVILLE NSW BC 1481

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 B858796 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 4 C607438 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 SP56496 POSITIVE COVENANT
- 6 5682475 CHANGE OF BY-LAWS
- 7 AA560079 CHANGE OF BY-LAWS
- 8 AC215113 CHANGE OF BY-LAWS
- 9 AD28634 CHANGE OF BY-LAWS
- 10 AD975494 CHANGE OF BY-LAWS
- 11 AE598822 CHANGE OF BY-LAWS
- 12 AF409857 CHANGE OF BY-LAWS
- 13 AG186869 CHANGE OF BY-LAWS
- 14 AH28080 CHANGE OF BY-LAWS
- 15 AH672796 CHANGE OF BY-LAWS
- 16 AI550515 CHANGE OF BY-LAWS
- 17 AJ577254 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP56496

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 56496

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 25	2	- 31	3	- 32	4	- 29
5	- 27	6	- 25	7	- 27	8	- 27
9	- 26	10	- 27	11	- 27	12	- 27
13	- 28	14	- 28	15	- 27	16	- 29
17	- 29	18	- 28	19	- 25	20	- 30
21	- 31	22	- 31	23	- 26	24	- 26
25	- 26	26	- 27	27	- 26	28	- 28
29	- 28	30	- 28	31	- 28	32	- 28
33	- 27	34	- 29	35	- 29	36	- 28

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

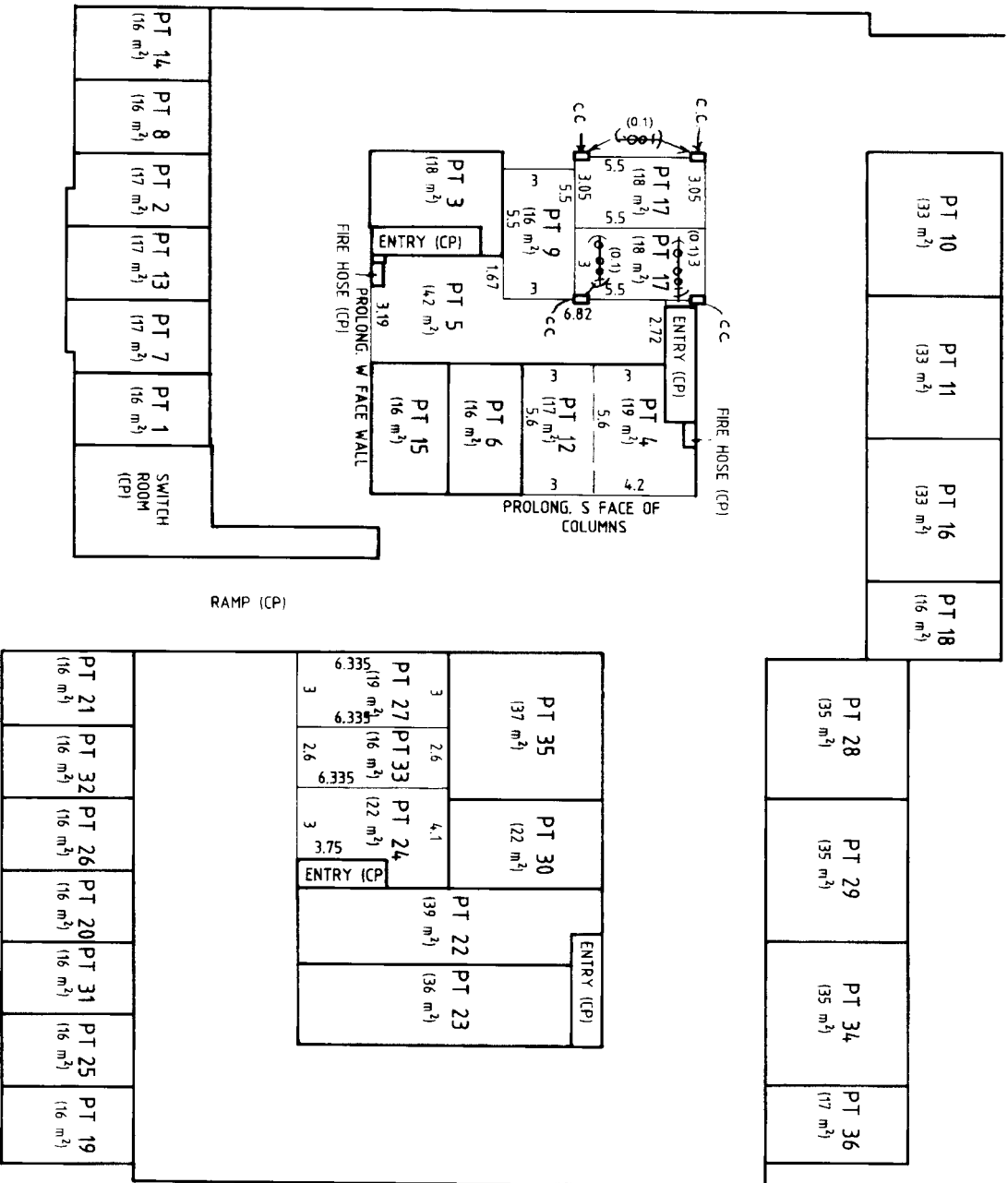
16068

PRINTED ON 13/4/2016

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

[illegible]

STRATA PLAN 56496



BASEMENT

Reduction Ratio 1: 200

Lengths are in metres

STAB 5717

Surveyor Registered under Surveyors Act 1929

General Manager / Authorised Person

SURVEYOR'S REFERENCE 19245

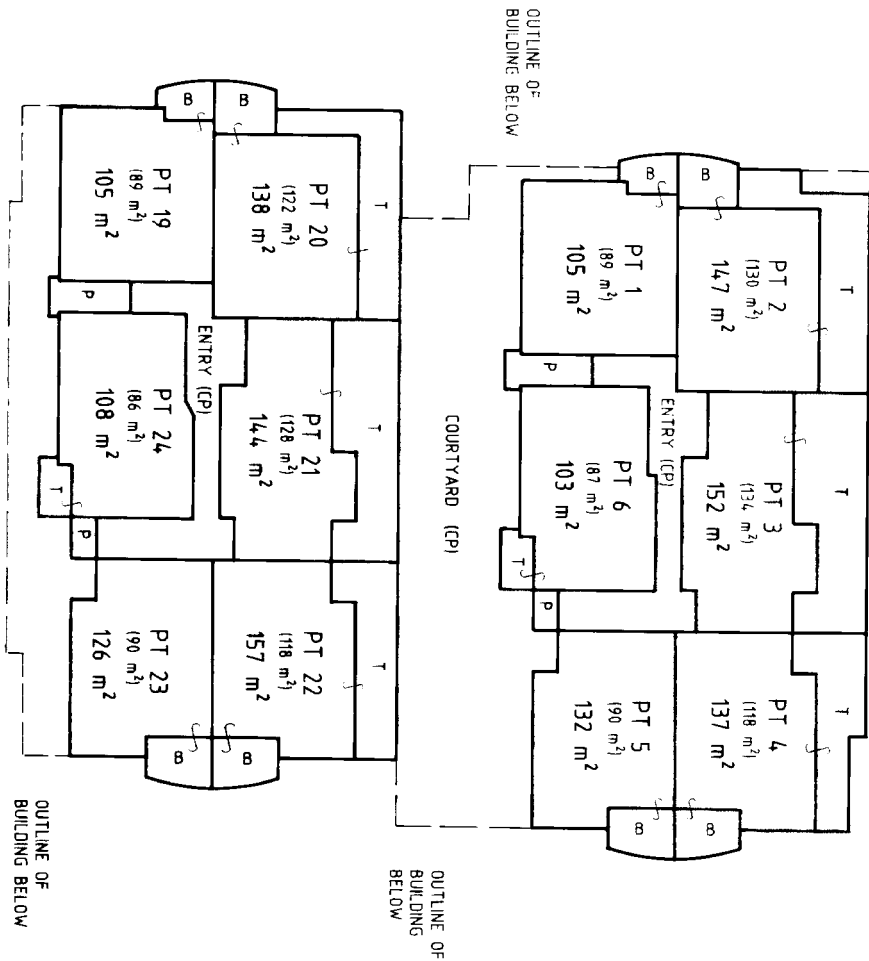
C.C. = CONCRETE COLUMN (C.P.)

(0.20 x 0.60)

AREAS ARE APPROXIMATE

PARKING SPACES ARE LIMITED TO 2.5 ABOVE THE UPPER SURFACE LEVEL OF THEIR CONCRETE SLABS, EXCEPT WHERE COVERED

STRATA PLAN 56496



GROUND FLOOR

AREAS ARE APPROXIMATE

BALCONIES AND TERRACES ARE LIMITED TO 2.5 ABOVE THE UPPER SURFACE LEVEL OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED

B = BALCONY
T = TERRACE
P = PORCH (CP)

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	ENTITLEMENT
1	25
2	31
3	32
4	29
5	27
6	25
7	27
8	27
9	26
10	27
11	27
12	27
13	28
14	28
15	27
16	29
17	29
18	28
19	25
20	30
21	31
22	31
23	26
24	26
25	26
26	27
27	26
28	28
29	28
30	28
31	28
32	28
33	27
34	29
35	29
36	28
AGGREGATE	1000

Reduction Ratio 1: 300

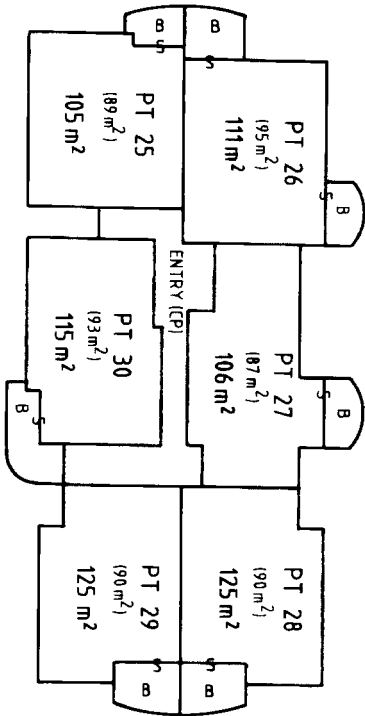
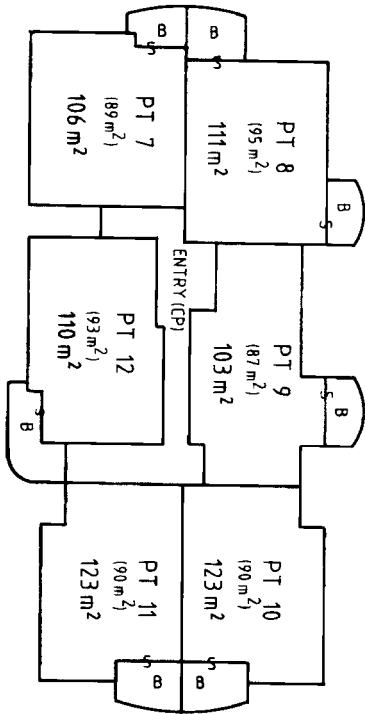
Lengths are in metres

57m 63/97

Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE 19245

General Manager/Authorised Person

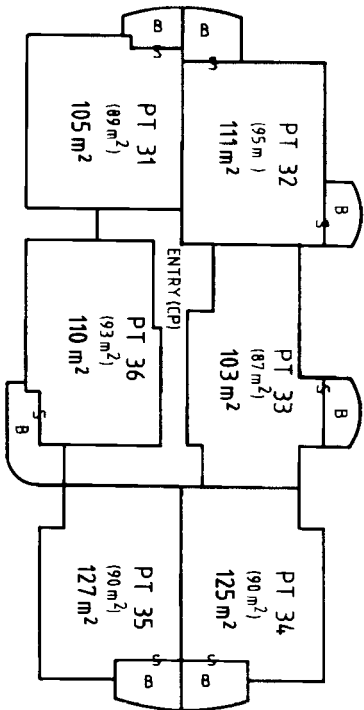
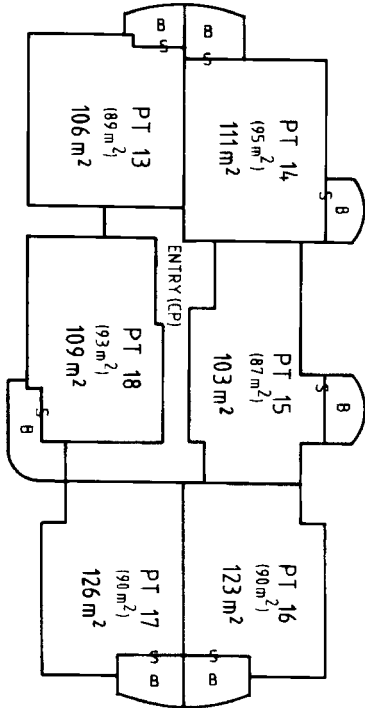
STRATA PLAN 56496



FIRST FLOOR

AREAS ARE APPROXIMATE

BALCONIES ARE LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR CONCRETE SLAB,
EXCEPT WHERE COVERED



SECOND FLOOR

B = BALCONY

Reduction Ratio 1: 300

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE 19245

Geometrical Engineer/Authorised Person

New South Wales.

B858796P

R 29 7 29 R

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

B858796

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of *One hundred and fifty one pounds five shillings* paid by

John Tomkins of *Baringbah* *(formerly of Baringbah)* to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 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) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *John Tomkins* All the

estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *fourteenth day of November 1912*

Registered Vol *23/4* fol. *22* and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *A 267700* from the Holt Sutherland Estate Company Limited to *John Tomkins Mary Philippa Bobe* And doth also transfer to the said *John Tomkins* all

the estate and interest of which it the said Holt Sutherland 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 Sub-lease No. *A 267700*

* excepting and reserving to 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 purposes to make maintain and use any necessary and convenient underground works 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 said 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 surface 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 such 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 *John Tomkins* may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. *A 267700* to the extent only directed and intended by the said Holt Sutherland Estate Act 1900¹ PROVIDED 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 Estate 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 non-payment 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 Company Limited was hereunto affixed at Sydney this *twelfth* day of *July* 19*27*.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *twelfth* day of *July* 19*27* and such Directors thereupon signed this Transfer in the presence of—

W. H. Prince } Directors
E. J. Simpson }

W. H. Prince
E. J. Simpson

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

SIGNED in my presence by the said *John Tomkins* who is personally known to me—

John Tomkins

J. Alec Bryce
clerk to Minter Simpson & Co.
Sydney

STATUTORY DECLARATION.

John Tomkins of *Baringbah*
in the State of New South Wales *Gardener*.

hereby solemnly and sincerely declare that:—

1. I am the Lessee mentioned and described in a Memorandum of Lease dated the nineteenth day of July One thousand nine hundred and sixteen from the Holt Sutherland Company Limited to myself.
2. I am not the holder of any part of the land comprised in Lease number 50990 which together with the land comprised in the said Lease would exceed in area the total of fifteen acres.

And I make this solemn declaration conscientiously believing the same to

be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at *Sydney*
this *thirty first* day of *July*
one thousand nine hundred and *twenty nine*
before me,

John Tomkins

Wm. H. Davey
A Justice of the Peace

Dated _____ 19__

Statutory Declaration
OF

R. T. Kelly Ltd., Printers, Castle Road, St. and Rome St., Sydney.

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 700

26 July 1929

Received from John Tomkins Esq.

the sum of One hundred and fifty one pounds

five shillings being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. A267700 dated 19 July 1916

from the HOLT SUTHERLAND CO. LTD. to Mary

Philippa Cole

and part of the land comprised in Memorandum of Lease
registered No. 50990.

W. A. Smith Accountant.

£151-5-0

W. A. Leeman Cashier.

(excepting & receiving all mine. etc)

SYDNEY.

Acworth - Deeds of J. T. Tucker
Lease of A. 2070
Receipt 1 11/17/70

John Tomkins.

Transferree.

Folio 22 X Lease N^o 50990

the 12th day of August, 1929
at minutes 12 o'clock
in the noon.

Lee Hayton



Registrar General.

INDEXED

13 AUG 1983

②

N. 1101

SENT TO

SEC. 4. (a) The Secretary shall

DRAFT 3/8/71

DRAFT EXHIBIT 10

DIAGRAM: COW 2

0149044 EX 7111 -

CONFIDENTIAL

UNITED TO BE GREY

Mr. Tolson

RETURNED FOR:

CONFIDENTIAL

80PS OF 1965-6

DEP. REGISTRAR C

104

451
VOL. 111 NO. 11 NOVEMBER 1968

26 AUG 1928

71

B

858796

R.P. 13.

New South Wales

MEMORANDUM OF DULY STAMPED REAL PROPERTY ACT

R 7737M

R 7737M

C607438

Fees:—

£ s. d.

Lodgment ...

Endorsement ...

Certificate ...

(Trusts must not be disclosed in the transfer.)

I, MARY ESTHER CONGDON wife of Charles Hedley Congdon, of 16-12-13

Caringbah, Farmer

(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 the sum of Seventy five pounds

(£75/-/-) (the receipt whereof is hereby acknowledged) paid to me by

BILLY GRUBS of Abbot Road, Domestic Duties.

(herein called transferee)

do hereby transfer to the said transferee

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Folio.
	<u>Cumberland</u>	<u>Sutherland</u>	<u>Part - Being part of</u> <u>Lot 4 Misc. Plan 35036</u>	<u>1648</u>	<u>139</u>

(And the transferee covenants with the transferor hereby for the benefit of the adjoining land comprised in Certificate of Title Volume 4648 Folio 139, covenanted with the transferor but only during the ownership thereof by the transferee, his executors, administrators and assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall deem to have been given in respect of every such fence for the time being erected on the land hereby transferred. The land to which the benefit of this covenant is intended to be annexed is the residue of the land comprised in Certificate of Title Volume 4648 Folio 139 and the land hereby transferred is subject to the burden of the covenant and the registered owners for the time being of the residue of the land comprised in Certificate of Title Volume 4648 Folio 139 shall be the persons by whom and with whose consent the covenant hereinbefore contained may be released varied or modified.)

ENCUMBRANCES, &c., REFERRED TO:

Exception and Reservation of all mines bed, seam and vein of coal iron and other metals and minerals and right to get work and win the same as contained in Instrument of Transfer No 8858796

Signed at Sydney the 12th day of July 1913
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

Mary E Congdon
Transferor

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferor

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

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 of power signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferor 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 a Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words referred to 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.

R 7 7 3 7 1 1

C607438

1-12

I, MARY ELLER CONGDON wife of Charles Hedley Congdon, of 15-12
Caringbah, Farmer (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 the sum of Seventy five pounds
(£75/-/-) (the receipt whereof is hereby acknowledged) paid to me by
MARY ELLER CONGDON of ALBIONFORD, Domestic Duties.

(herein called transferee)

do hereby transfer to the said transferee

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Sutherland	Part - Being part of Lot 4 Misc. Plan 35036 Lot 4 Misc. Plan 35036	4648	139.

(And the transferee covenants with the transferor hereby for the benefit of the adjoin

LODGED BY

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

dated at this

day of

19

Mortgagee.

Signed in my presence by

who is personally known to me.

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!

Signed at

the

day of

IC

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

FORM OF DECLARATION BY ATTESTING WITNESS:

Appeared before me at
nine hundred and thirty

, the

day of

one thousand

and declared that he personally knew

the attesting witness to this instrument.

~~signing the same~~ and whose signature thereto he has attested: and that the name purporting to be such

signature ~~in the~~ said is own handwriting, and

that he was of sound mind and freely and voluntarily signed the same.

k 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 — round 31 perches

Lot 4 in Misc Plan of Subdn.
(R.P.) Regd. No 35036 (Willarong Rd.)
Shire of Baringbah
Sutherland

Parish (Subj. to Court.)

Lily Grubb

Transferee.

Particulars entered in Register Book, Vol.4648Fol./39

the 24th day of January 1938,
at minutes 11 o'clock in the fore noon

Registrar-General

PROGRESS/RECORD.

	Index.	Date.
Sent to Survey Branch...	<i>L. K.</i>	<i>11/1</i>
Received from Records...	<i>L. K.</i>	<i>25/1/28</i>
Draft written ...	<i>L</i>	<i>4/2/28</i>
Draft examined...	<i>JP</i>	<i>4/2</i>
Diagram prepared ...	<i>AW</i>	<i>8-2-28</i>
Diagram examined ...	<i>244</i>	<i>8-2-28</i>
Draft forwarded	<i>L. K.</i>	<i>25/2/28</i>
Supt. of Engrossers	<i>L. K.</i>	<i>7/2</i>
Cancellation Clerk		

VOL.
4909
FOL.
222

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.

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

54 106

A. I. KENT, L.S.O., Govt. Printer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS , RESTRICTIONS
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919, AND SECTION 7(3)
OF THE STRATA TITLES ACT, 1973.**

Lengths are in metres.

(Sheet 1 of ³2 sheets)

STRATA PLAN: 56496

Plan of Subdivision of Lot 1
in D.P.874840 covered by
Council's Certificate No. of
Str 63/98

PART 1

Full name and address of
proprietors of land:

Samrani Developments
Pty. Limited
A.C.N. 001 901 908
19 Central Road
BEVERLY HILLS 2209

1. Identity of Positive Covenant firstly
referred to in abovementioned plan:

Positive Covenant under
Section 88E Conveyancing
Act, 1919.

SCHEDULE OF LOTS AFFECTED

Lot Burdened
Common Property

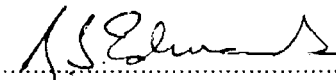
Authority Benefited
Council of Sutherland Shire

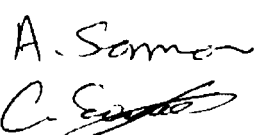
PART 2

Terms of Positive Covenant firstly referred to in abovementioned plan:

1. The proprietors of the common property hereby burdened ^{shall} with respect to the detention basin described in Plan No.9615-H1 & 9615-H2 dated May 1996 (Councils' File Ref: DC/702/19 and 960958) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland:

- (a) Permit stormwater to be temporarily detained in the detention basin.
- (b) Keep the detention basin clean and free from silt, rubbish and debris.
- (c) Maintain and repair the detention basin so that it functions in a safe and efficient manner.
- (d) Replace, repair, alter and renew the whole or parts of the detention basin within the time and in the manner specified in a written notice by the Council.
- (e) Not make any alterations to the detention basin or elements thereof without prior consent in writing of the Council.


.....
Authorised Officer
Sutherland Shire Council


A. Samran
C. Ego

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS , RESTRICTIONS
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919, AND SECTION 7(3)
OF THE STRATA TITLES ACT, 1973.**

Lengths are in metres.

(Sheet 2 of ³ sheets)

STRATA PLAN:

56496

Plan of Subdivision of Lot 1
in D.P874840 covered by
Council's Certificate No. of
STAB 68 OF 1998

- (f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of emergency) to enter and inspect the land for compliance with the requirements of this Clause.
- (g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause with the time stated in the notice.

2. In the event of the proprietor/s failing to comply with the terms of any written notice served with respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover the amount by due legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

3. In this Covenant "Council" means the Council of Sutherland Shire.

Name of authority empowered to release, vary or modify the Positive Covenant firstly
referred to in abovementioned plan:

The Council of Sutherland Shire

Date:

The Common Seal of Samrani Developments Pty. Ltd. A.C.N. 001 901 908 was hereunto affixed by the authority of the Board of Directors in the presence of:

A. Samra
Director

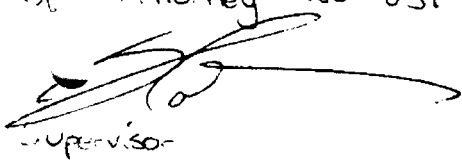
C. Samra
Secretary



[Signature]
Authorised Officer
Sutherland Shire Council

Westpac Banking Corporation ARBN 007 457 141 SP 56496

By its Attorney Frederick Alan Holmes Under Power (Sheet 3 of 3 sheets)
of Attorney No 831 Book 4059



Supervisor

NSW Loan Centre

Jary vanderWall Witness

Jary vanderWall

of 1 King St Concord West, Bank Officer.

REGISTERED



12 24-2-1998

5682475P



5682475

CHANGE OF BY-LAWS

by

**The Proprietors of Strata Plan No. 56496
(Applicants)**

over

the land in Folio Identifier CP/SP56496

Registered 6th March 1999

The above Change of By-Laws was not scanned in regard to Page 3 of 3.

The Lodging Party, Network Strata Services Pty Ltd has been able to provide an office copy and this is now scanned.



**DIRECTOR OF LAND TITLES
8th September 1999**

Form: 97-15CB
Licence: 10V/0779/97
Edition: 9804

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900

(A) TORRENS TITLE

For the common property

CP/SP56496

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone
962L	CENTRAL LEGAL FOR NETWORK STRATA SERVICES PTY LTD PO BOX 265 HURSTVILLE NSW 2220
	Reference (optional): NETWORK

CODE

CB

(C) The Owners-Strata Plan No 56496 certify that pursuant to a resolution passed on 10 MARCH 1999
and in accordance with the provisions of—

(D) • section 54 of the Community Land Management Act 1994

• ~~section~~ of the ~~Strata Schemes (Freehold Development) Act 1973~~

• section 47 of the Strata Schemes Management Act 1996

• ~~order No~~ of the ~~Strata Schemes Adjudicator~~

• ~~order No~~ of the ~~Strata Schemes Board~~

the by-laws are changed as follows—

(E) ~~Repealed by law No~~

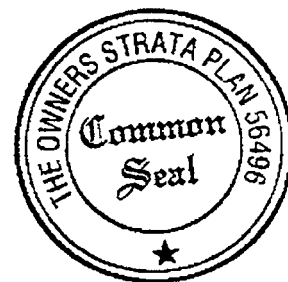
Added by-law No Special By-Law 20 and Special By-Law 21

~~Amended by-law No~~

as fully set out below.

See Annexures attached.

(F) The common seal of the Owners-Strata Plan No 56496
was affixed on 10 March, 1999 in the presence of—
Names: EDWARD JOHN MIDDLETON
Signatures:



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

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

I certify that

Council has approved the change of by-laws set out herein.

Signature of authorised officer:

All handwriting must be in block capitals.
A set of notes on this form (97-15CB-2)
is available from the Land Titles Office.

Special By-Law 20 (Alterations & Additions to Fire Doors)

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.

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

B) Duties of Owners

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

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including , but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

(a) An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

(b) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

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

i) carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot.

Special By-Law 21 (Air-Conditioners)

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

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

Ref:43198 /Src:M
Licence: 98M111
Edition: 0008

CHANGE OF BY-LAWS

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



AA560079E

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

(A) TORRENS TITLE

For the common property

CP/SP56496

(B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

**NETWORK STRATA SERVICES PTY LTD
PO BOX 265 HURSTVILLE NSW 2220**

Reference (optional):

CODE

CB

(C) The Owners-Strata Plan No **56496** certify that pursuant to a resolution passed on **17/03/04**
and in accordance with the provisions of---

(D) • section 54 of the Community Land Management Act 1989

- ~~section~~ of the Strata Schemes (Freehold Development) Act 1973
- section **47** of the Strata Schemes Management Act 1996
- ~~order No~~ of the Strata Schemes Adjudicator
- ~~order No~~ of the Strata Schemes Board

the by-laws are changed as follows---

(E) ~~Repealed by law No~~

Added by-law No

By-Law 22

~~Amended by law No~~

as fully set out below.

Refer to page 2 attached:

(F) The common seal of the Owners-Strata Plan No **56496**
was affixed on **29 March, 2004** in the presence of---

Signature(s):

Name(s): **EDWARD JOHN MIDDLETON**

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:

Annexure To By-Law 22 – Strata Plan 56496
Passed 17th March 2004

Settlement cracks by-law

1. Pursuant to section 62(3) of the Act, the owners corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that;
 - (a) any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building;
 - (b) damage has not been caused by an insurable event;
 - (c) effect upon the utility of a lot.
2. Any dispute arising from a determination made by the owners corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
3. Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by;
 - (a) the owners corporation where a structural defect is evidenced;
 - (b) by the owner of the lot with whom the dispute has arisen where no defect is evidenced.



A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a long, sweeping horizontal stroke.

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

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



AC215113L

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

(A) **TORRENS TITLE**

For the common property
CP/SP56496

(B) **LODGED BY**

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LIMITED,
P.O. BOX 265,
HURSTVILLE BC NSW 1481

Reference (optional): 123421L

CODE

CB

(C) The Owners-Strata Plan No 56496 certify that pursuant to a resolution passed on 02 March 2006 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 NOT APPLICABLE

Added by-law No Special 23

Amended by-law No NOT APPLICABLE

as fully set out below.

As set out in Annexure A

(F) The common seal of the Owners-Strata Plan No 56496
was affixed on 16 March 2006 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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



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

I certify that

has approved the change of by-laws set out

herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Annexure A to CHANGE OF BY-LAWS

Parties:

SP56496

Dated: 16 March 2006

Special By-Law 23 (Access for Inspection of Fire Services)

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

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

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring:

(a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

D) Indemnity

i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);

ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

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

i) Carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

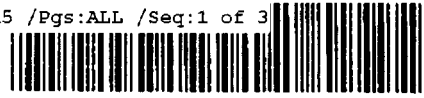
iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.



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



AD28634X

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

(A) TORRENS TITLE	For the common property CP/SP 56496			
	(B) LODGED BY			
	<table border="1"><tr><td>Delivery Box 573X</td><td>Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L</td><td>CODE CB</td></tr></table>	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L	CODE CB
Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L	CODE CB		

- (C) The Owners-Strata Plan No 56496 certify that pursuant to a resolution passed on 15 March 2007 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 NOT APPLICABLE
Added by-law No Special 24&25
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 56496 was affixed on 20 March 2007 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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:

Annexure A to CHANGE OF BY-LAWS

Parties:

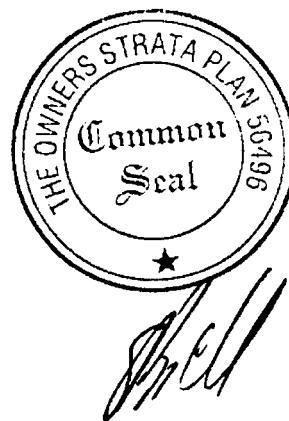
SP 56496

Dated: 20 March 2007

By-Law 24 (Installation of Individual Pay TV connection)

Each owner for the time being of each lot in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lot within the strata scheme and or keep the communications satellite dish that were previously installed by individual owner prior to the passing of this by-law subject to the following terms and conditions:

- (a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot to which it services ;
 - (b) the owners of lot undertaking the installation of the satellite dish must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;
 - (c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;
 - (g) the satellite dish must be installed on an area of the common property roof immediately above the lot space of lot and must be installed in such a way and located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.
- (2) In the event that the owner or occupier of lot, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish



Annexure A to CHANGE OF BY-LAWS

Parties:

SP 56496

Dated: 20 March 2007

By-law 25. (Installation of Automatic Garage Door Mechanism)

Each owner for the time being of each lot is permitted to install automatic garage door mechanism to the existing garage door in their lot and or keep the automatic garage door mechanism previously installed by individual owner prior to the passing of this by-law subject to the following terms and conditions;

(a) The owners of any lot proposing to undertake the installation of automatic garage door mechanism must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the enclosures are to be installed;

(b) the automatic garage door mechanism shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style and design of the first of any one type of the automatic garage door mechanism to be notified to the secretary or the strata managing agent will, if it complies with subclause (1)(a) to (1)hereof, shall set the precedent for any other similar installations of enclosures that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of the automatic garage door mechanism must obtain all necessary permits, licenses or consents required by local authority or statutory or lawful authority for such installation;

(e) the installation of the automatic garage door mechanism must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any automatic garage door mechanism must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

the automatic garage door mechanism must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance



A handwritten signature in black ink, appearing to be "J. Bell".

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CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



AD975494C

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

(A) TORRENS TITLE	For the common property CP/SP 56496	
(B) LODGED BY	Delivery Box 573X Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L	CODE CB

- (C) The Owners-Strata Plan No 56496 certify that pursuant to a resolution passed on 04 March 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 NOT APPLICABLE
Added by-law No special 26
Amended by-law No NOT APPLICABLE
as fully set out below.

As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 56496 was affixed on 06 May 2008 in the presence of—

Signature(s):

Name(s): ROBERT HARRIS

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

83

Annexure A to CHANGE OF BY-LAWS

Parties:

56496

Dated: 6 May 2008

Special By-Law 26 (Compensation to Owners Corporation)

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

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

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



AE598822N

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

(A) **TORRENS TITLE**

For the common property
CP/SP 56496

(B) **LODGED BY**

Document
Collection
Box

573X

Name, Address or DX, Telephone, and LLPN if any

Network Strata services Pty Limited
P.O. BOX 265
Hurstville BC NSW

Reference: 123421L

CODE

CB

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 18 March 2009 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 27
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 23 March 2009 in the presence of—

Signature(s):

Name(s): Stephen Brell

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

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

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

Signature of authorised officer: _____

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

Annexure A Change of By-laws

Parties:

56496

Dated:

23/03/09

27. Payment of Insurance Excesses

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

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

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

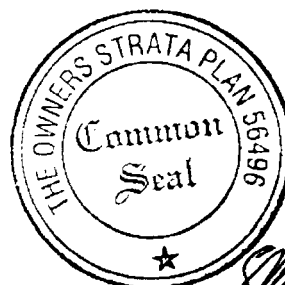
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

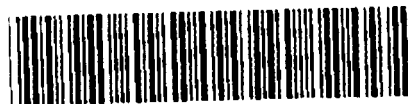
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;



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CHANGE OF BY-LAW:

New South Wales
Real Property Act 1900



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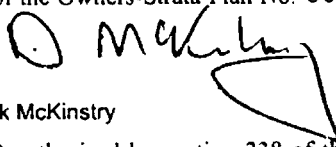
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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

(A) TORRENS TITLE	For the common property CP/SP 56496	
(B) LODGED BY	Document Collection Box 573X Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 56496	CODE CB

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 16 March 2010 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 28
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 18 March 2010
Signature(s): 
Name(s): Derek McKinstry
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.
(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer: _____
Name of authorised officer: _____ Position of authorised officer: _____

Annexure A Change of By-Laws

Parties: SP56496

Dated: 16th March 2010

Special By-Law 28. Segregation of Common Utilities

PART 1 - GRANT OF POWER

1.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) the power to regulate water services charges and/or gas services charges and/or any other common utility charge.

PART 2 - DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) **Gas services charges** means a charge payable for gas consumption by an Owner.
- (b) **Invoice** means levy notice.
- (c) **Lot** means any lot in the strata plan
- (d) **Other common utility charge** means any other utility such as electricity used by the Owners Corporation
- (e) **Owner** means the owner of the Lot.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan
- (g) **Water services charges** means a charge payable for water consumption by an Owner.

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3 - CONDITIONS

3.1 The Owners Corporation has the power to:

- (a) determine that Water services charges and/or Gas services charges are to be paid by an Owner on a unit entitlement basis by issuing an invoice.

3.2 An Owner:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
- (b) agrees that they are responsible for payment of the Water services charges and/or Gas services charges.

3.3 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.

3.4 Any payment required from an Owner may be recovered in a Court or Tribunal of competent jurisdiction as a debt.

O Mahity



- 3.5 The Owners Corporation may levy a payment as a charge on an Owner of a Lot by serving written notice of the charge payable by that Owner on that Owner.
- 3.6 A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of ten percent (10%).
- 3.7 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.



D. M. Kelly

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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



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

(A) TORRENS TITLE	For the common property CP/SP 56496	
(B) LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 56496
	CODE CB	

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 15 March 2011 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 29
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 18 March 2011

Signature(s):

Name(s): Derek McKinstry

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

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

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

60

Annexure A Change of By-Laws

Parties: SP 56496

Dated: 15th March 2011

29. Service of Documents by Owners Corporation

PART 1 – Preamble

- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 – Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan 56496
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

- 3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;
 - (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
 - (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;
 - (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
 - (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.
- 3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.
- 3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.
- 3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

D. McKelvey



Annexure A Change of By-Laws

Parties: SP 56496

Dated: 15th March 2011

PART 4 – Responsibilities and Obligations of Owners

- 4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;
- 4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.
- 4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.
- 4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.



D. Makin

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CHANGE OF BY-LAW

New South Wales
Real Property Act 1900



AH28080R

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

(A) **TORRENS TITLE**

For the common property
CP/SP 56496

(B) **LODGED BY**

Document
Collection
Box

Name, Address or DX, Telephone, and LLPN if any

Network Strata services Pty Limited 123421L
P.O. BOX 265
Hurstville BC NSW

573X

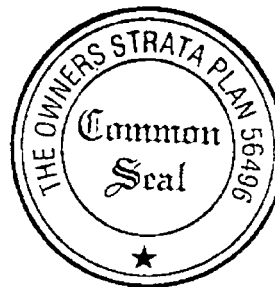
Reference: 56496

CODE

CB

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 20 March 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. 10, 11
Added by-law No. SPECIAL 30, 31, 32
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 10 May 2012

Signature(s):

Name(s): Derek McKinstry

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

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

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Annexure A Change of By-Laws
Parties SP: 56496
Dated: 20/03/2012

D McK



10. Hanging out of washing (Repeal existing Strata By-law 10 and replace it with)

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11. Cleaning windows and doors (Repeal existing Strata By-law 11 and replace it with)

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

Special By-Law No 30 - Preservation of fire safety

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

Special By-Law No. 31 - Changes to floor coverings and surfaces

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

Special By-Law No. 32 - Delivery of Executive Committee Notices & Minutes

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;

- (1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
- (b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
- (2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

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



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

(A) TORRENS TITLE

For the common property

CP/SP 56496

(B) LODGED BY

Document
Collection
Box

573X

Name, Address or DX, Telephone, and LLPN if any

Network Strata services Pty Limited 123421L
P.O. BOX 265
Hurstville BC NSW

Reference: 56496

CODE

CB

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 06 March 2013 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 33
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 27 March 2013
Signature(s): *D McKinsty*
Name(s): Derek McKinsty
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.
(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer:
Name of authorised officer: _____ Position of authorised officer: _____

Annexure A Change of By-Laws

Parties: SP56496

Dated: 27/03/2013

Special By-Law 33 - Absolution of Maintenance – Lot Fixtures & Fittings

PART 1 - Introduction and Intent

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

PART 2 - Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment
 - (b) **Lot** means any lot in the strata plan
 - (c) **Owner** means the owner of the Lot
 - (d) **Owners Corporation** means the owners corporation created by the registration of strata plan 56496
 - (e) **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan
 - (f) **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
- 2.2 In this by-law, unless the context otherwise requires:
 - (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions

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

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

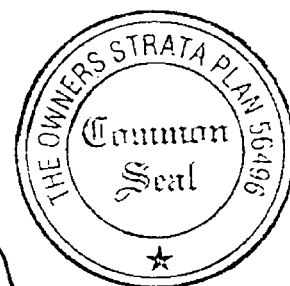
- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

Omckite



Annexure A Change of By-Laws

Parties: SP56946

Dated: 27/03/2013

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

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

3.5 Balcony/Courtyard Areas

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

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

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

Omaly



Form: 15CB
Release: 2.2
www.lands.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Real Property Act 1900



AI550515S

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

(A) **TORRENS TITLE**

For the common property
CP/SP 56496

(B) **LODGED BY**

Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW	CODE CB
	Reference: 56496	

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 26 March 2016 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 34
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 08 April 2014

Signature(s):

D McKinsty

Name(s): Derek McKinsty

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____

Position of authorised officer: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

0612

Annexure A Change of By-Laws

Parties: 56496

Dated: 8 April 2014

Special By-Law 34 Receipt of Electronic Proxy Forms

PART 1.1 - PREAMBLE

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

PART 1.2 - GRANT OF RIGHT

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

PART 1.3 - THIS BY-LAW TO PREVAIL

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

PART 2 - DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Agreement** means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) **Electronic Communication** means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) **Lot** means any lot in strata plan no **56496**
- (e) **Owner** means the owner from time to time of the Lot **56496**
- (f) **Owners Mark** means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (g) **Strata Scheme** means the strata scheme relating to Strata Plan no **56496**
- 2.2 **Interpretation**
- 2.2.1 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.
- 2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

PART 3 - CONDITIONS

- 3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:
- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
- 3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic

D Medley



Annexure A Change of By-Laws

Parties: 56496

Dated: 8 April 2014

Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

- 3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
- (a) the communication is received in accordance with the notice period under the Act;
 - (b) the communication is in the form prescribed by the *Strata Schemes Management Regulation 2010*; and
 - (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
- 3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the *Electronic Transactions Act 2000* for any Electronic Communication originating from it.

D. M. Kelly



Ref:16068 /Src:M

Form: 15CB
 Release: 2.2
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CHANGE OF BY-LAW

New South Wales
 Real Property Act 1900

**AJ577254T**

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****RELOADED**(B) **LODGED BY****21 JUL 2015**

TIME: 12.07

For the common property

CP/SP56496

Document
Collection
Box**573X**

Name, Address or DX, Telephone, and LLPN if any

Network Strata services Pty Limited 123421L
 P.O. BOX 265
 Hurstville BC NSW

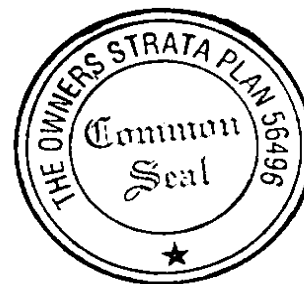
Reference: 56496

CODE

CB

- (C) The Owners-Strata Plan No. 56496 certify that pursuant to a resolution passed on 25 March 2015 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 35 *Amc*
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 56496 was affixed on 05 June 2015

Signature(s): *D McK*

Name(s): Derek McKinstry

NETSTRATA

Appointed Managing Agent

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

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

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Annexure A Change of By-Laws

Parties: 56496

Dated: 25 March 2015

DEREK HCKINSTRY
17/07/16

Special By-Law 18 - Installation of Child Window Safety Devices

PART 1 – Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 – Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

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

PART 3 – Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obliged to reimburse the owner of the lot for the costs of the said device;

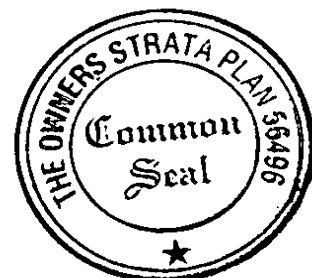
(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By- law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

Om...



Annexure A Change of By-Laws

Parties: 56496

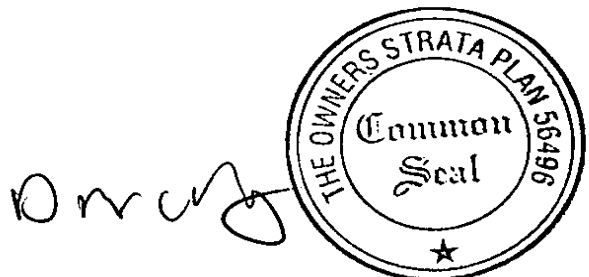
Dated: 25 March 2015

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

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

Page 3 of 3





Please reply to:

General Manager
Locked Bag 17,
Sutherland NSW 1499
Australia

Tel 02 9710 0333

Fax 02 9710 0265

DX 4511 SUTHERLAND

Email ssc@ssc.nsw.gov.au

www.sutherlandshire.nsw.gov.au

ABN 52 018 204 808

Office Hours

8.30am to 4.30pm

Monday to Friday

Applicant:

Harding Conveyancing
PO Box 1078
GYMEA NSW 2227

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

Certificate no:	e149:16/1637	Delivery option:	
Certificate date:	13/04/2016	Your reference:	16068

Property:

Lot 27 S/P 56496
27/194-198 Willarong Road CARINGBAH NSW 2229

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone B3 Commercial Core

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

Sutherland Shire Local Environmental Plan 2015

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

- * SEPP No. 19 – Bushland in Urban Areas.
- * SEPP No. 21 – Caravan Parks.
- * SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).
- * SEPP No. 33 – Hazardous and Offensive Development.
- * SEPP No. 39 – Spit Island Bird Habitat.
- * 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.
- * 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).
- * SEPP (State Significant Precincts) 2005.
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007.
- * SEPP (Infrastructure) 2007.

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):

Draft State Environmental Planning Policy (Competition) 2010
applies and aims to promote economic growth and competition and
remove anti competitive barriers in planning and assessment.

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

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

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

2. Zoning and land use under relevant LEPs

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

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

Sutherland Shire Local Environmental Plan 2015
Zone B3 Commercial Core

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises, Roads;

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

- (d) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition

homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Multi dwelling housing; Open cut mining; Recreation facilities (major); Resource recovery facilities; Rural industries; Rural worker's dwellings; Semi-detached dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recycling facilities; Water supply systems; Wholesale supplies.

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

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

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

No

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

No

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

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

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

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

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

- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

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

3. Complying Development

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

General Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Subdivisions Code

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

Rural Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

4. Coastal Protection

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

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
 - (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

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

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

- * The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).

- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Caringbah Centre Improvements and Contributions Plan applies to this property (Effective 21/10/97).

9A. Biodiversity certified land

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

No

10. Biobanking agreements

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

No

11. Bush fire prone land

Is the land bush fire prone?

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

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

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 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Environmental Planning

SEWERAGE SERVICE DIAGRAM

SYDNEY WATER

MUNICIPALITY OF SUTHERLANDSUBURB OF CARINGBAHCopy of
Diagram No. 349033

INDICATES - DRAINAGE FITTINGS

■	Manhole	□ P	P. Trap
□ Chr.	Chamber	■ R	Reflux Valve
● L.H.	Lamphole	○	Cleaning Eye
□	Boundary Trap	○ Vert.	Vertical Pipe
⊙	Inspection Shaft	IP	Induct Pipe
⊙	Pit	MF	Mica Flop
⊙	Grease Interceptor	Jn.	Junction
⊙	Gully	• RP	Rodding Point

SYMBOLS AND ABBREVIATIONS



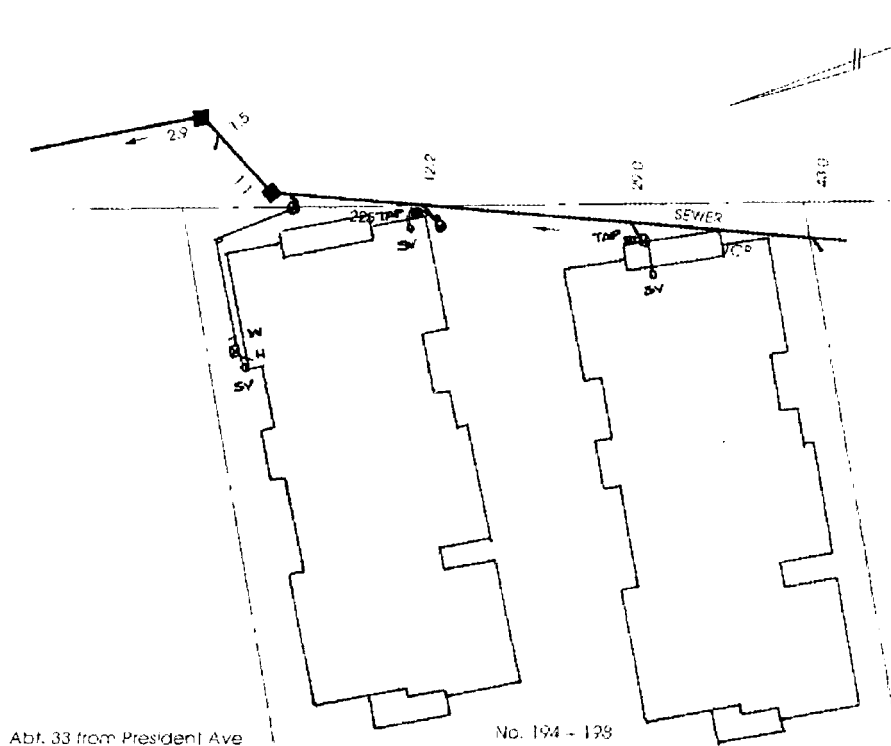
INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	⊙	Bid
○ V	Vent Pipe	S	Shower
T	Tubs	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
○ SV	Soil Vent Pipe	○ WS	Waste Stack

SEWER AVAILABLE

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

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



WILLARONG RD

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s. _____ U.s. _____ Sewer Ref. _____ Sheet No. <u>10879</u>	DRAINAGE inspected by	Date of Issue _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap is not required	PLUMBING inspected	YES	NO
	Inspector _____		Inspector _____		
	Cert. Of Compliance No. _____		Cert. Of Compliance No. _____		
	Field Diagram Examined by _____				
	Tracing Checked by _____		For Regional Manager _____		

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