

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents 3/12 Central Road, Miranda, NSW 2228	Phone: 02 9525 4666 Fax: 02 9525 4699 Ref: Ben Pike
co-agent		
vendor	John Sauer 11/1 Purly Place, Cronulla, NSW 2230	
vendor's solicitor	Elliot Tuthill 119 Cronulla Street, Cronulla NSW 2230 PO Box 41, Cronulla NSW 2230	Phone: 02 9523 6666 Fax: 02 9523 8419 Ref: DAJ:FEJ:190082 E: legal@etsolicitors.com.au
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	4/2-4 Central Road, Miranda, New South Wales 2228 Registered Plan: Lot 4 Plan SP 61656 Folio Identifier 4/SP61656	

improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ 2 x carspaces

☐ storage space ☐ 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	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: dryer, 4 x garage remote controls		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO☒ yes**Proposed electronic transaction** (clause 30)☐ no☒ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO☒ yes

GST: Taxable supply

☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW payment*
(residential withholding payment)☒ NO☐ yes (if yes, vendor must provide
further details)If the further details below are not fully completed at the
contract date, the vendor must provide all these details in a
separate notice within 14 days of the contract date.***RW payment (residential withholding payment) – further details***Frequently the supplier will be the vendor. However, sometimes further information will be required as to which
entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

Whelan Property Group
 PO Box 75, STRAWBERRY HILLS NSW 2012 Phone: 9219 4111
strata@whelanproperty.com.au

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

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

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

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

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

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

4/2-4 CENTRAL RD MIRANDA NSW 2228

SPECIAL CONDITIONS

1. **INCONSISTENCY**

Where these special conditions are inconsistent with the printed form of contract these special conditions shall prevail.

2. **CONTRACT ALTERATIONS**

Each party to this Contract authorises his Solicitor or any employee of that Solicitor up until the date of this Contract to make alterations to this Contract after execution including the addition of annexures (other than copies of prescribed documents required to be attached to the Contract under cl 4(1) of the Conveyancing (Sale of Land) Regulation 2017) and any such alterations shall be binding upon the party deemed hereby to have authorised such alterations and/or additions and any annexure shall form part of this Contract as if it was annexed prior to the Contract being executed.

3. **AMENDMENTS TO PRINTED CONDITIONS**

This contract shall be read and construed as follows:-

- (a) The deletion of printed clause 2.9.
- (b) Insert the words "or delay completion" after the word "requisition" in clause 10.1
- (c) The deletion of printed clause 11.1 in so far as any notice, order or direction is made in relation the swimming pool
- (d) Insert the words "other than as a result of the Purchaser's breach" after the word "terminated" in clause 11.2.
- (e) Delete the words "plus another 20% of that fee" in clause 16.5.
- (f) Delete the words "cash (up to \$2,000) or" in clause 16.7.
- (g) The following words shall be added to the end of printed clause 20.6.3: "however, if the time for a document to be served on the Vendor is on a particular day, if a document is served after 4:00PM on that particular day, the document is deemed to be served on the following day.

4. **INTRODUCTION BY AGENT**

The Purchaser warrants that he was not introduced to the Vendor or to the property by any Real Estate Agent other than the Agent named herein and the Purchaser indemnifies the Vendor against any commission which might be found to be payable resulting from an introduction which constitutes a breach of such warranty.

5. **NO WARRANTIES OR REPRESENTATIONS**

- (a) The Purchaser warrants that he does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries relating to an inspection of the property AND the Purchaser further acknowledges that he accepts the property and any chattels and things included in this Contract in their present state and condition of repair, and subject to any infestation and or dilapidation as well as fair wear and tear.
- (b) The Vendor hereby discloses and the Purchaser hereby acknowledges that any information and/or materials or disclosures made within any marketing material made available in relation to the property does not form part of this Contract.
- (c) The Vendor provides no warranty as to the accuracy of any information or material or disclosure made within any marketing materials made available in relation to the property and the Purchaser warrants that it has not relied on any such materials in entering into this Contract.

6. **DEPOSIT INVESTMENT**

The Purchaser authorises the Vendor (but the Vendor is not obliged) to direct the deposit holder:

- (a) to invest the deposit (at the risk of the party who becomes entitled to it) with a

- trading bank in New South Wales in an interest bearing account;
- (b) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and
 - (c) to pay the net interest, after deduction of any bank or government taxes, fees and charges, to the Vendor and Purchaser equally unless the deposit paid is less than 10% in which case all interest earned on the deposit is to be paid to the Vendor on completion.

7. DEPOSIT – PAYMENT BY INSTALMENTS

The Vendor and Purchaser agree that:

- (a) the Vendor requires payment of a deposit of 10% of the purchase price;
- (b) if the parties agree that the initial payment of the deposit is to be less than 10% of the purchase price then the deposit is to be paid by instalments and the Purchaser must pay the deposit, regardless of any other provision to the contrary in this Contract, as follows:
 - (i) 5% of the purchase price on the contract date; and
 - (ii) 5% of the purchase price at settlement or by 4pm on the Completion Date, whichever event shall first occur;
- (c) the obligation to pay the deposit in accordance with this special condition is an essential term of this Contract.

8. COOLING OFF PERIOD EXTENSION

- (a) Where the Purchaser requests the Vendor to extend any Cooling Off period, it is an essential term that on completion of this Contract the Purchaser shall pay the sum of \$220.00 including GST for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for extension of the Cooling Off period whether or not the Vendor agrees with the request.
- (b) Where the Purchaser rescinds this Contract pursuant to the Cooling Off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder.

9. INCAPACITY

Without prejudice to any other rights or remedies which may be available, should either party or any one of them prior to completion

- (a) being a company, resolve to go into liquidation, or have an application for its winding up filed, or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver or official manager appointed to it, or
- (b) being a natural person, die or become mentally ill,

then the Vendor may rescind this Contract by notice in writing to the Purchaser or the solicitor for the Purchaser.

10. DELAY IN SUBMISSION OF TRANSFER

Where the Vendor's solicitor does not receive the Transfer or other Particulars within the time provisions noted in clause 4.1 of this Contract, the Purchaser shall pay the sum of \$154.00 including GST to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the Purchaser's delay in submission of the Transfer.

11. SETTLEMENT DELAY

If completion does not take place at the time first arranged by the parties because of the fault of the Purchaser, the Purchaser's Mortgagee or for any other reason associated with the Purchaser, the Purchaser shall pay to the Vendor on completion all additional fees and costs incurred as a result of the requirement to rearrange settlement. These fees are estimated at \$220.00 including GST.

12. INTEREST

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as 8% interest per annum on the total purchase money, computed at a daily rate from the day of the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

13. NOTICE TO COMPLETE

- (a) If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- (b) Where any notice to complete is served on the Purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this Contract the Purchaser shall pay the sum of \$385.00 including GST for each notice issued, to reimburse the Vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of such notice. It is agreed that this amount is a genuine pre-estimate of the Vendor's additional costs incurred as a result of the notice to complete having to be issued.
- (c) The parties acknowledge that the Vendor may withdraw the said Notice.

14. KEYS/ORDER ON AGENT

The Vendor shall not be required to direct the Agent to hand over the keys to the Purchaser after settlement until the Purchaser has arranged for the Vendor's solicitor to receive an order on the agent authorising the agent to account to the Vendor for the balance of the deposit.

15. ELIGIBLE RESIDENTIAL PREMISES

If this Contract says that the sale is of eligible residential premises, the Purchaser warrants that it will use the property predominantly for residential accommodation after completion. The Purchaser indemnifies the Vendor for loss, damage, expenses, taxes, fines and penalties incurred by the Vendor including GST as a result of the breach of this warranty. This clause will not merge on completion.

16. DISREPAIR

Subject to the provisions of the Conveyancing (Vendor Disclosure and Warranty) Regulations, the Purchaser agrees not to raise any objection, requisition, claim for compensation, delay completion, rescind or terminate this contract with respect to the fact that the spa bath may not be in working order.

17. SPECIAL LEVY

The Vendor discloses that a special levy for painting has been raised and that the Vendor has paid the Vendor's portion of the special Levy on a unit entitlement basis. The Vendor also discloses that a further special levy may be raised for further painting as an updated quotation has been obtained and will be tabled at the February 2019 Annual General Meeting. The Purchaser agrees to pay any special levy which is raised for further painting. The Purchaser also agrees to make no objection, requisition, claim for compensation nor delay completion nor attempt to rescind or terminate this contract because of the requirement to pay such a special levy.

18. F6 PROJECT

- (a) The Vendor discloses and the Purchaser acknowledges that:
 - i. a copy of a property enquiry made with Roads and Maritime Services NSW, annexed to this Contract, has revealed that the property forms part of a broader area which is currently being investigated in relation to the F6 Project ('Enquiry').
 - ii. this Enquiry does not amount to a proposal by a statutory authority as provided for under Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW).
- (b) The Purchaser warrants that the Purchaser has satisfied itself and shall rely entirely on its own enquiries in relation to the contents of the Enquiry.
- (c) The parties agree that the Vendor has no obligation to continue to keep the Purchaser informed of any matters relating to the Enquiry.
- (d) The Purchaser shall not make any objection, requisition, claim for compensation, delay completion or attempt to rescind or terminate this Contract with respect to any matters referred to in this special condition.
- (e) The warranties provided for in this clause shall not merge on completion.

19. GUARANTEE

- (a) In consideration of the Vendor at the request of (hereinafter called "the guarantors") entering into this Contract, the guarantors guarantee:-
- (b) that they will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Contract including but not limited to the due and punctual payment of all moneys payable by the Purchaser under this Contract;
- (c) that if for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part the guarantors will indemnify the Vendor against all loss, including all moneys which would have been payable by or recoverable from the Purchaser had this Contract been fully enforceable against the Purchaser;
- (d) that the Vendor's rights against the guarantors will not be affected by any indulgence or extension of time given by the Vendor to the Purchaser or the guarantors or by any other act, matter or thing which would or might but for this provision release the guarantors from their obligations herein;
- (e) that prior to execution of this Contract the guarantors have read and understood the terms and conditions of the Contract in its entirety.
- (f) **In the event that no signature appears below this special condition and/or no names are inserted at the commencement of this special condition, the guarantors shall be that person or those people who sign this Contract on behalf of the Purchaser.**

.....
Guarantor

.....
Guarantor



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/SP61656

SEARCH DATE	TIME	EDITION NO	DATE
25/1/2019	10:11 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 4 IN STRATA PLAN 61656
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

JOHN SAUER (T AA659865)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61656
- 2 AJ205619 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 25/01/2019 10:12:35

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP61656

SEARCH DATE	TIME	EDITION NO	DATE
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25/1/2019	10:11 AM	12	28/6/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61656
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP61656

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 61656
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP PTY LTD
PO BOX 75
STRAWBERRY HILLS
NSW 2012

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 690432 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 6474011 EASEMENT FOR ENCROACHMENT 0.4 WIDE AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH 6474011
- 4 SP61656 POSITIVE COVENANT
- 5 AN447825 CONSOLIDATION OF REGISTERED BY-LAWS
- 6 AN447825 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 61656

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 13	2	- 11	3	- 14	4	- 18
5	- 14	6	- 13	7	- 16	8	- 14
9	- 14	10	- 12	11	- 14	12	- 14
13	- 15	14	- 14	15	- 14	16	- 12
17	- 14	18	- 15	19	- 15	20	- 15
21	- 15	22	- 12	23	- 14	24	- 15
25	- 15	26	- 17	27	- 23	28	- 16
29	- 43	30	- 14	31	- 15	32	- 14
33	- 14	34	- 14	35	- 14	36	- 14

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP61656

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 61656

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 14	38	- 14	39	- 14	40	- 14
41	- 14	42	- 14	43	- 14	44	- 15
45	- 14	46	- 14	47	- 14	48	- 14
49	- 14	50	- 15	51	- 15	52	- 15
53	- 15	54	- 15	55	- 15	56	- 24
57	- 24	58	- 21	59	- 20	60	- 23
61	- 23	62	- 22	63	- 20		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

190082

PRINTED ON 25/1/2019

* 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.

SP61656

OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
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79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

LOT	UNIT ENTITLEMENT
1	13
2	11
3	14
4	18
5	14
6	13
7	16
8	14
9	14
10	12
11	14
12	14
13	15
14	14
15	14
16	12
17	14
18	15
19	15
20	15
21	15

LOT	UNIT ENTITLEMENT
22	12
23	14
24	15
25	15
26	17
27	23
28	18
29	43
30	14
31	15
32	14
33	14
34	14
35	14
36	14
37	14
38	14
39	14
40	14
41	14
42	14

LOT	UNIT ENTITLEMENT
43	14
44	15
45	14
46	14
47	14
48	14
49	14
50	15
51	15
52	15
53	15
54	15
55	15
56	24
57	24
58	21
59	20
60	23
61	23
62	22
63	20
AGGREGATE	1000

Reduction Ratio 1: —

STAS9 2001

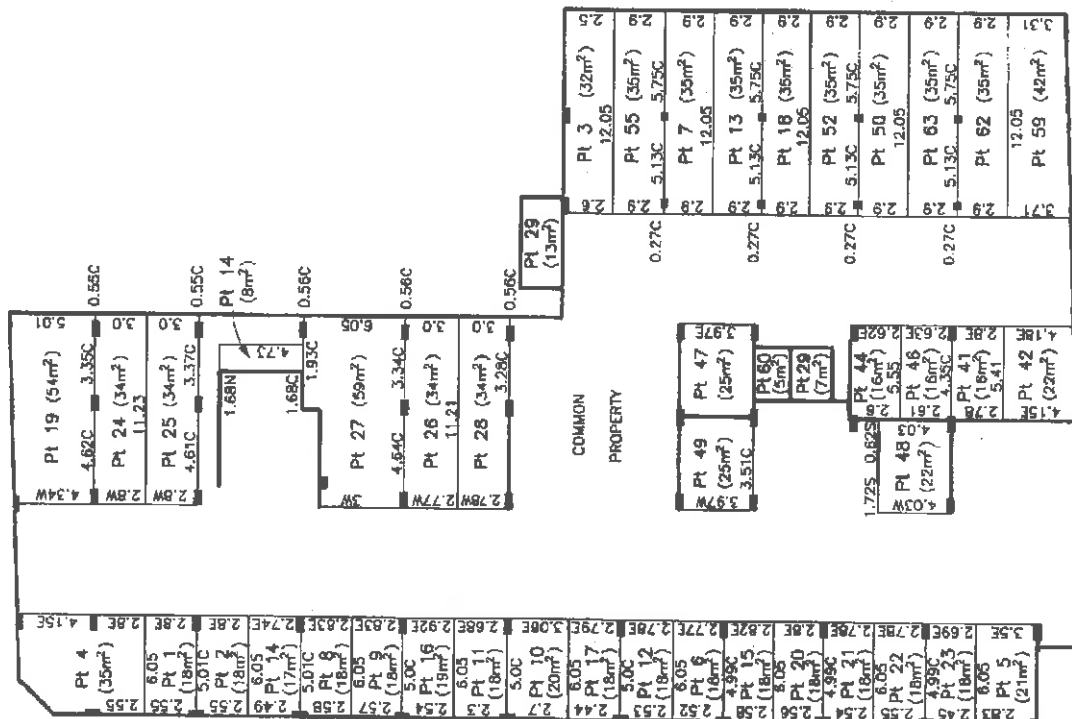
W. L. L. L.
Registered Surveyor

Bryman

SURVEYORS REFERENCE 3072/1812-99

SP61656

OFFICE USE ONLY



GROUND FLOOR

ALL AREAS ARE APPROXIMATE
 CP DENOTES COMMON PROPERTY
 C DENOTES PROJECTION OF CENTRE OF COLUMN
 E DENOTES PROJECTION OF EASTERN FACE OF COLUMN
 N DENOTES PROJECTION OF NORTHERN FACE OF WALL
 S DENOTES PROJECTION OF SOUTHERN FACE OF WALL
 W DENOTES PROJECTION OF WESTERN FACE OF COLUMN

Reduction Ratio 1: 300

Lengths are in metres

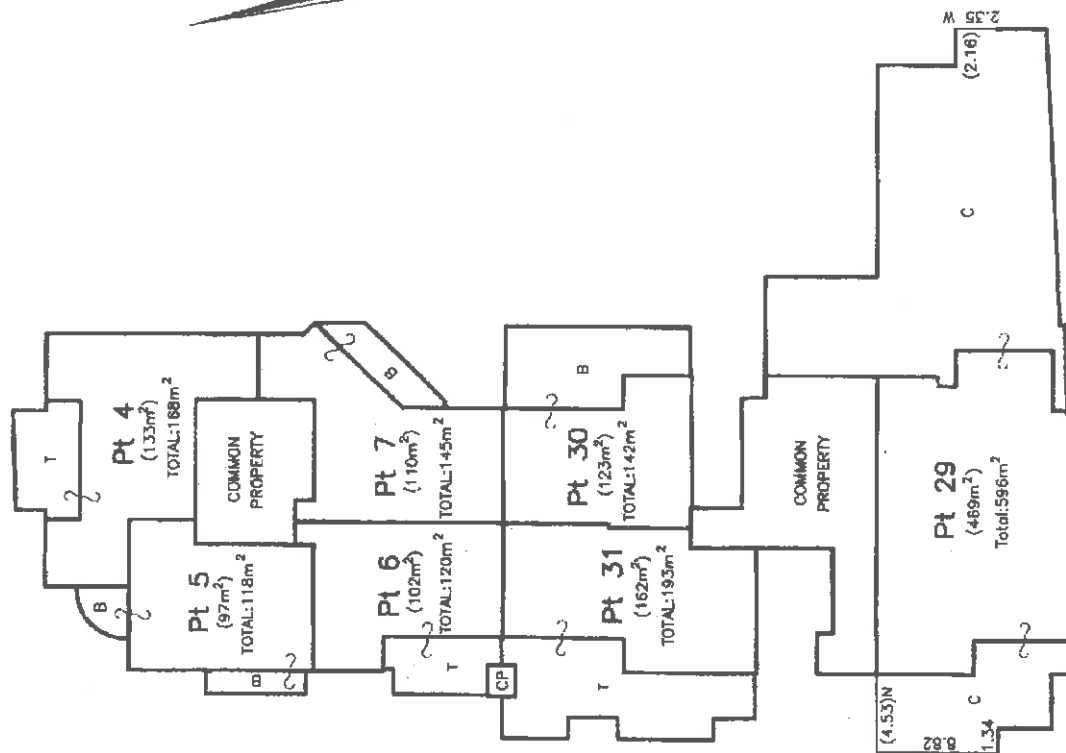
STAS9/3001

P. J. L. L. L.
 Registered Surveyor

P. J. L. L. L.
 Registered Surveyor

SURVEYORS REFERENCE 3072/1812-99

SP61656

**SECOND FLOOR**

ALL AREAS ARE APPROXIMATE
 B DENOTES BALCONY
 C DENOTES COURTYARD
 N DENOTES PROJECTION OF NORTHERN FACE OF WALL
 T DENOTES TERRACE
 W DENOTES PROJECTION OF WESTERN FACE OF WALL

THE STRATA OF THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF .5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

THE STRATA OF THE COURTYARDS EXTEND FROM .2 BELOW TO .5 ABOVE THE SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE SUPPORTED OR WHERE COVERED.

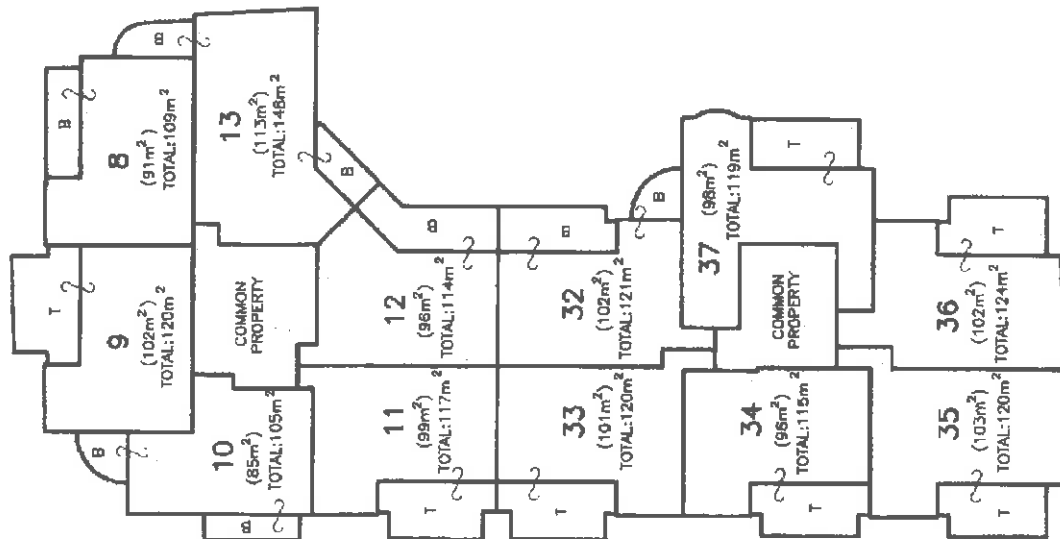
Reduction Ratio 1: 300

Lengths are in metres

STAS9/2001

P. H. Lamer
 Registered Surveyor

SP61656



THIRD FLOOR

ALL AREAS ARE APPROXIMATE
B DENOTES BALCONY
T DENOTES TERRACE

THE STRATA OF THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 300

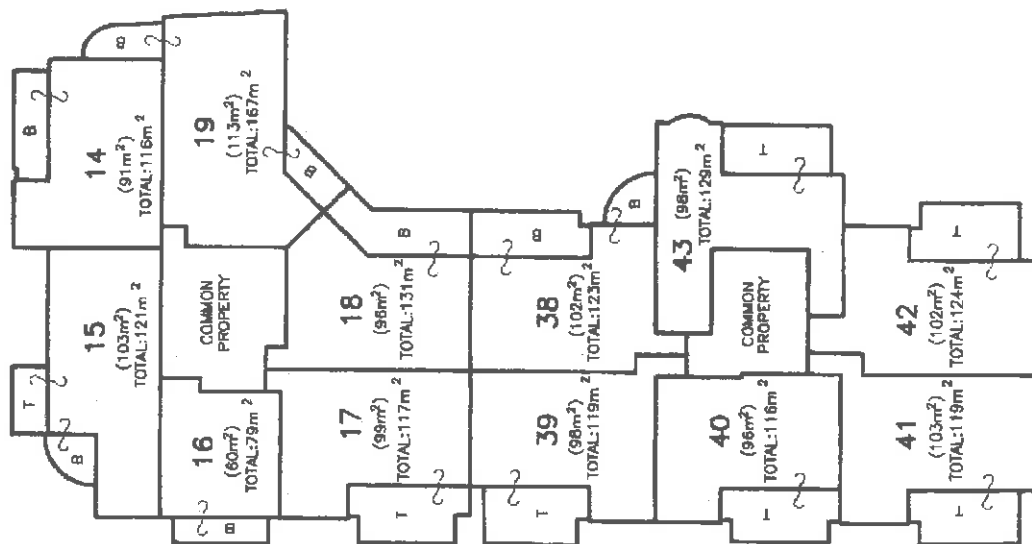
Lengths are in metres

STAS 9/2001

P.A. Lauer
Registered Surveyor

P. Heyman
Council Clerk

SP61656



FOURTH FLOOR

ALL AREAS ARE APPROXIMATE

B DENOTES BALCONY

IT DENOTES TERRACE

THE STRATA OF THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 300

Lengths are in metres

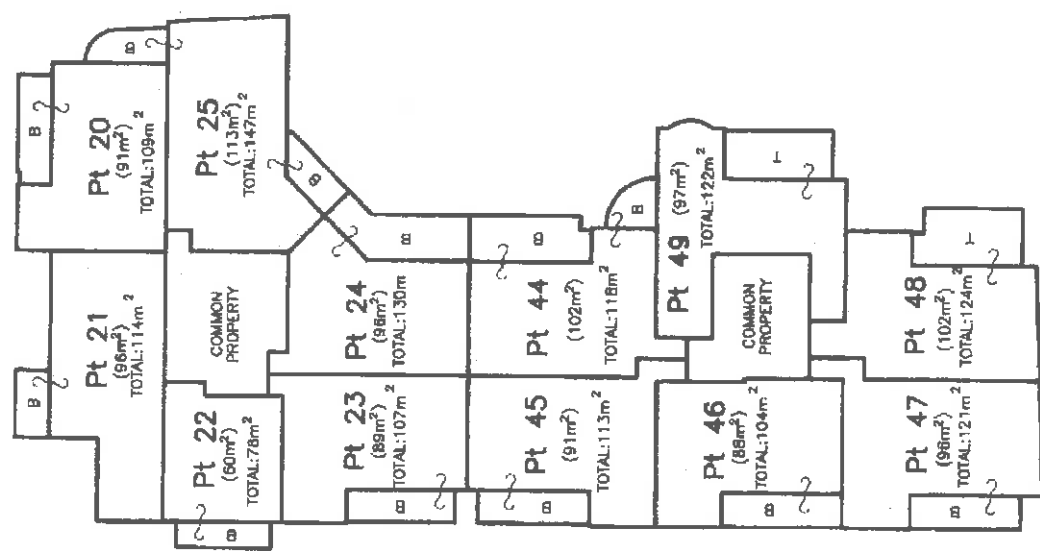
STASq 2001

D.A. Lauer
Registered Supervisor

SURVEYORS REFERENCE	3072/1812-99
---------------------	--------------

SP61656

OFFICE USE ONLY



FIFTH FLOOR

ALL AREAS ARE APPROXIMATE
B DENOTES BALCONY
T DENOTES TERRACE
THE STRATA OF THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 300 Lengths are in metres

STAS 913.001

P. A. Lauer
Registered Surveyor

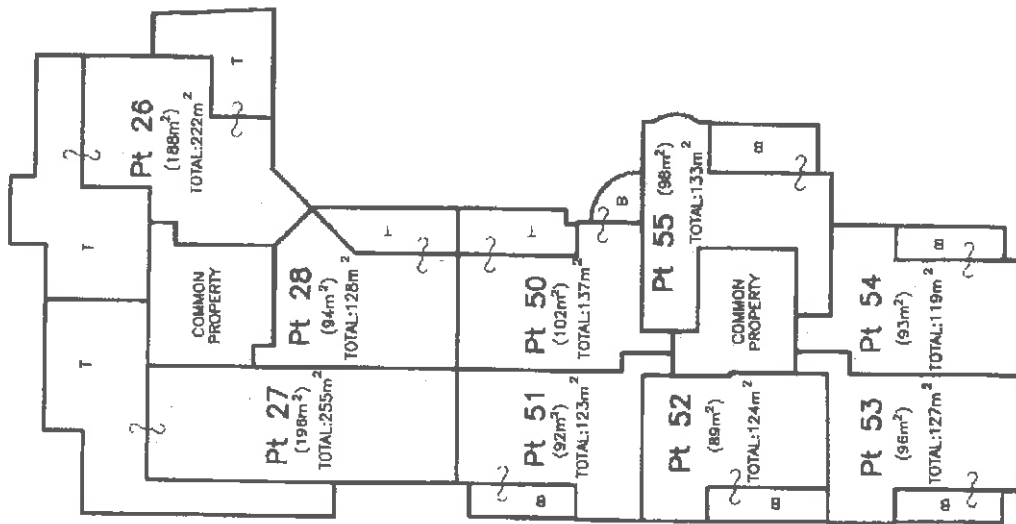
Spence
Council Clerk

SURVEYORS REFERENCE 3072/1812-99

SP61656

S

OFFICE USE ONLY



Reduction Ratio 1: 300

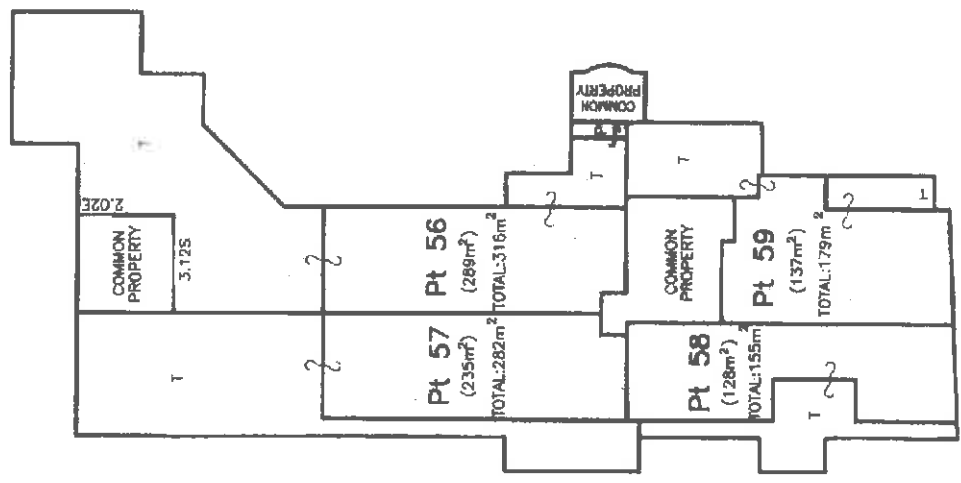
Lengths are in metres

STAS9/2001

P. A. Lamm
 Registered Surveyor

P. A. Lamm
 Council Clerk

SP61656



SEVENTH FLOOR

ALL AREAS ARE APPROXIMATE
P DENOTES PLANTER
T DENOTES TERRACE
S DENOTES PROJECTION OF EASTERN FACE OF WALL
THE STRATA OF THE PLANTERS AND TERRACES EXTEND TO A HEIGHT OF 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

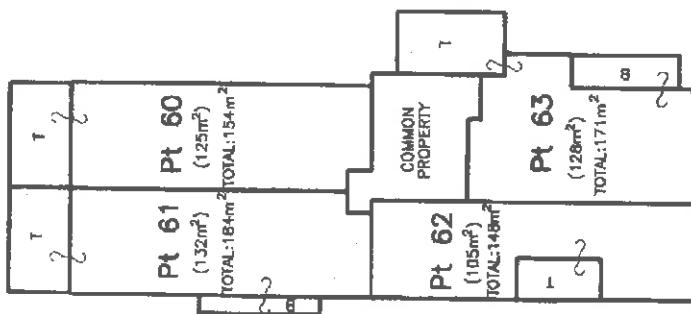
Reduction Ratio 1: 300

Lengths are in metres
STAS 2001

P.A. Lavin
Registered Surveyor

Shayman
Contract Clerk

SP61656



EIGHTH FLOOR

ALL AREAS ARE APPROXIMATE
 B DENOTES BALCONY
 T DENOTES TERRACE
 THE STRATA OF THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

Reduction Ratio 1: 300 Lengths are in metres

STASH/2001

P. A. Lauer
 Registered Surveyor

P. A. Lauer
 Registered Surveyor

SURVEYORS REFERENCE 3072/1812-98

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

Lengths are in metres

(Sheet 1 of 3 Sheets)

SP61656

Subdivision of Lot 99 in Deposited Plan
Number 866928 covered by Council Clerk's
Certificate No STA59 of 2001

Full name and address of the
proprietor of the land :

L & W Development Pty Ltd
Level 12
26 O'Connell Street
Sydney NSW 2000

Part I

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

Schedule of Lots Affected

Lot Burdened

Authority Benefited

Common Property

Council of Sutherland Shire

Part 2

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

1. The owner of Common Property hereby burdened with respect to the detention facility as shown in Drg No 6110 Sheets D2 and D3 Amendment A dated 6 January 1997 as prepared by Jones Nicholson Pty Ltd and duly certified by Jesper Jensen on 31 August 2000 (Council's File Ref: PR/2870) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall :
- (a) Permit stormwater to be temporarily detained in the detention facility.
- (b) Keep the detention facility clean and free from silt, rubbish and debris.

Approved by Sutherland Shire Council


Authorised Person

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

Lengths are in metres

(Sheet 2 of 3 Sheets)

SP61656

Subdivision of Lot 99 in Deposited Plan
Number 866928 covered by Council Clerk's
Certificate No STA59 of 2001

- (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.
 - (d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
 - (e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.
 - (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 an 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 within the time stated on the notice.
2. In the event of the proprietor/s failing to comply with the terms of any written notice served with respect to 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 from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under 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.

Approved by Sutherland Shire Council



Authorised Person

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

Lengths are in metres

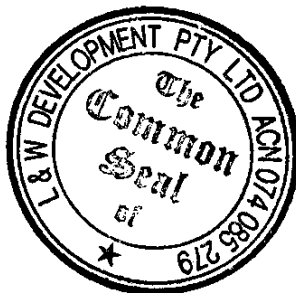
(Sheet 3 of 3 Sheets)

SP61656

Subdivision of Lot 99 in Deposited Plan
Number 866928 covered by Council Clerk's
Certificate No STA59 of 2001

NAME OF THE PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE
POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN
The Council of Sutherland Shire

The Common Seal)
of L & W Development)
Pty Ltd was hereunto)
affixed by authority of the)
Directors in the presence of)



Peter Li
DIRECTOR
[Signature]
DIRECTOR

*THE COMMON SEAL
OF SUNCORP-METWAY LIMITED
WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:*

SUNCORP - METWAY Ltd ACN 010 831 722
by its duly constituted Attorneys
Desmond Douglas Morsch and
Michael Richard Congram who are
Level III Attorneys pursuant to Power of
Attorney dated 15th day of November 1991 and
registered in the Land Titles Office as Book 3859
No 372 without the knowledge of revocation and
in the presence of:

[Signature]
STEPHEN RICHARD TALBOT
COMMISSIONER FOR DECLARATIONS
S.R.T.

[Signature] DESMOND DOUGLAS MORSCH
[Signature] MICHAEL RICHARD CONGRAM



Approved by Sutherland Shire Council

[Signature]
Authorised Person

[Signature] *[Signature]*

Peter Li

25 NOV 1912 4 P.M.

25 NOV. 1912 4 P.M.

2/10/12
690432



NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.

Handwritten on left margin:
T. 7 L. 101-
101-
1-0-0
D
1899

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company)
being registered as the proprietors for a term of ninety nine years from the
first day of July one thousand eight hundred and ninety nine under the
Memorandum of Lease registered number 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 FOUR HUNDRED AND TWENTY
THREE POUNDS TEN SHILLINGS AND TEN PENCE paid by MARGARET ELIZABETH KENNEDY
of Miranda in the State of New South Wales Widow 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 acknowledged by the said Perpetual Trustee Company -
Limited testified by the receipt of its Manager 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 Margaret Elizabeth Kennedy ALL THE ESTATE and interest
of the Registered Proprietor in fee simple in all the surface of ALL THAT -
piece of land containing thirteen acres two roods eight and three quarter -
perches situate in the Parish of Sutherland and being part of the land com-
prised in Certificate of Title dated 2nd May 1907 registered Volume
1446 folio 26 and in the said Lease number 50990 and being the surface
of the whole of the land comprised in sublease number 479038 (dated 23rd day
of October 1907) from the Holt Sutherland Estate Company Limited to the said
Margaret Elizabeth Kennedy AND DOTH ALSO TRANSFER to the said Margaret -
Elizabeth Kennedy all the estate and interest of which it the said Holt -
Sutherland Estate Company Limited is registered Proprietor TOGETHER with all
its rights and powers in respect thereof as comprised in the said Lease number
50990 in and so far only as regards the land comprised in the said sub-lease
number 479038 except and reserving unto the Company and its assigns during the
residue now unexpired of the term of the said Lease number 50990 as extend-
ed 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
number 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 number 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 land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease number 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 heretofore 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 Margaret Elizabeth Kennedy may become the registered Proprietor in fee simple of the lands comprised in the said sub-lease number 479038 to the extent only directed and interested by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease number 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed (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 in the said Lease contained in all respects as if this transfer has not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *Sydney*

day of *October* in the year one thousand nine hundred and
twelve.

THE COMMON SEAL of the HOLT SUTHERLAND
ESTATE 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 *October* 1912
and such Directors thereupon signed this
transfer in the presence of,

W. J. Jackson
E. J. Jackson

Directors

W. J. Jackson
E. J. Jackson
Secretary,

Accepted and I hereby certify this
transfer to be correct for the pur-
pose of the Real Property Act.

Margaret Elizabeth Kennedy
Transferree

SIGNED in my presence by the said)
MARGARET ELIZABETH KENNEDY who is)
personally known to me,

W. H. Carter
Hunter Street
Sydney

MEMORANDUM OF ENCUMBRANCES &C REFERRED TO.

VOL. 2325 192

**TRANSFER
GRANTING EASEMENT**New South Wales
Real Property Act 1900**6474011V**

Office of State Registrar

A) LAND

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Folio Identifier 99/866928	Folio Identifier CP/SP41433

B) LODGED BY

LTO Box	Name, Address or DX and Telephone	
340x	C. Goldberg REFERENCE (optional): 9269	TG

C) TRANSFEROR**L&W DEVELOPMENT PTY LTD (ACN 074 085 279)**

(Registered Proprietor of servient tenement)

D) acknowledges receipt of the consideration of \$1.00**E) and TRANSFERS and GRANTS an easement for encroachment in respect of any encroachment in the area the subject of the easement as specified on the plan attached and marked Annexure "A" on the terms attached and marked Annexure "B"**

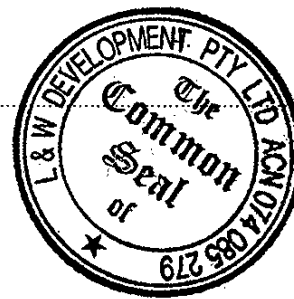
out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

F) TRANSFEREE**THE OWNERS STRATA PLAN NO 41433**

(Registered Proprietor of dominant tenement)

G) Encumbrances (if applicable) 1. 2. 3.**H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE**

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

THE COMMON SEAL of L&W DEVELOPMENT
PTY LTD (ACN 074 085 279) is affixed in accordance
with its Articles of Association:

Signature of authorised person

Alain DEW-A
Print Name of authorised person

Office held



Signature of authorised person

Peter Li
Print Name of authorised person

Office held

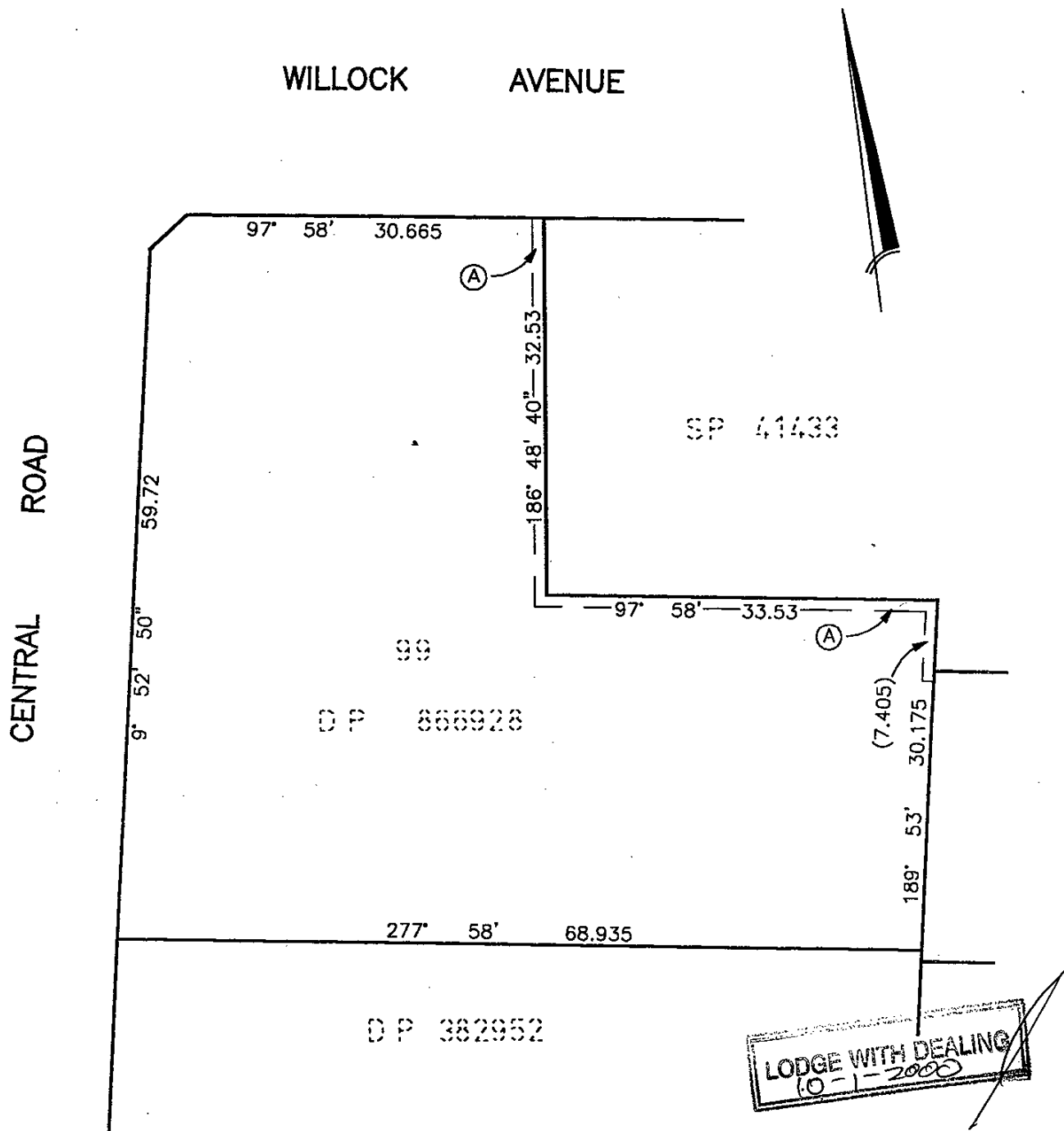
DIRECTOR

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

Steven Mackay
Steven John Mackay
Solicitor for the Transferee

ANNEXURE "A"

PLAN SHOWING PROPOSED EASEMENT FOR ENCROACHMENT
0.4 WIDE WITHIN LOT 99 IN D.P. 866928



(A) PROPOSED EASEMENT FOR ENCROACHMENT 0.4 WIDE


[Signature]

*Patricia
8th May*

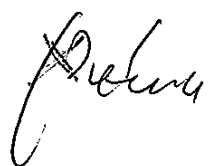
ANNEXURE "B"

TERMS OF EASEMENT FOR ENCROACHMENT

The registered proprietor of the servient tenement must permit any encroachment in the area specified on the plan marked Annexure "A" and must not without the consent of the registered proprietor of the dominant tenement remove any part of that encroachment.



Shri Mani



Suncorp - Metway Ltd (CONSENTS HERE TO.)

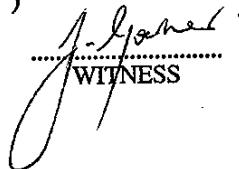
SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

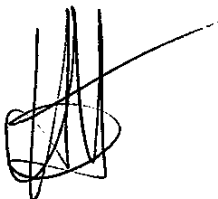
GLENN ANTHONY CHENEY

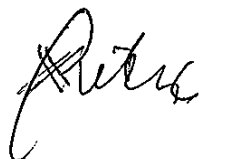
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME


.....



.....
WITNESS




Sta Mary

DO NOT USE BOTH SIDES OF THE FORM

[illegible]

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
99/866928	ON	FA		Easement for encroachment 0.4 wide affecting the part shown so burdened in plan with 6474011
99/866928	UNDR ON	X UX	3680854	Caveator consented
	UNDR ON	X UX	3680855	
	UNDR ON	X UX	6166711	
99/841433	ON	FA		Easement for encroachment 0.4 wide appurtenant to the land above described affecting the part shown in plan with 6474011
99/866928	CT		1082N	

PATRICK HARGRAVES & CO

SOLICITORS

A. G. HATSATOURIS O .A.M., B.A., LL.B.
JOHN B. KENNY LL.B.

TEL: (02) 9349 8666

820B ANZAC PARADE
PO BOX 320
MAROUBRA JUNCTION NSW 2035
DX 4115 MAROUBRA JUNCTION
FACSIMILE: (02) 9344 5141

Our Ref: AGH:JK
Your Ref:

17 December 1999

The Director
Land Titles Office
Queens Square
SYDNEY NSW 2000

Dear Sir/Madam

RE: OSSFAIR - CAVEAT NO 3680854
GREEN - CAVEAT NO 3680855

We act for the abovenamed who are the Caveators.

We are instructed to consent to the registration of a Transfer Granting Easement by L & W Developments Pty Limited in respect to land in Folio Identifier 99/866928 (the Servient Tenement in favour of the Owners Strata Plan Number 41433 the registered proprietors of land comprised in Folio Identifier CP/SP41433 ("the Dominant Tenement").

Yours faithfully,
PATRICK HARGRAVES & CO

ANGELO HATSATOURIS

RELODGED

18.70

10 FEB 2000

8 February 2000

LAND TITLES OFFICE

Land Titles Office
Queens Square
Sydney NSW 2000

■ PHILLIPS FOX ■
LAWYERS

5319102

255 Elizabeth Street
Sydney NSW 2000
Australia
Tel +61 2 9286 8000
Fax +61 2 9283 4144
DX 107 Sydney
Email postmaster@
sydney.PhillipsFox.com.au

Adelaide Brisbane Cairns
Canberra Melbourne Perth
Sydney Auckland Wellington
Hanoi Ho Chi Minh City

Phillips Fox is certified to
ISO:9001 in all Australian
and New Zealand offices

www.PhillipsFox.com.au

Dear Sirs

DEALING 6474011 - TRANSFER GRANTING EASEMENT
Your Ref: 531.9102

We act for Yatooma Pty Ltd.

We confirm that our client has no objection to the registration of dealing 6474011
being the Transfer Granting Easement.

Yours sincerely

Phillips Fox

Contact: Sarah Sieveking
Senior Associate
Direct Line: 9286-8064
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Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AN447825C

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 61656	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Whelan Property Group Box PO BOX 75 W. STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP 61656	CODE CH

- (C) The Owners-Strata Plan No. 61656 certify that pursuant to a resolution passed on 29/5/2018 and
- (D) in accordance with the provisions of Section No.141 of the Strata Schemes Management Act 2015
the by-laws are changed as follows—
- (E) Repealed by-law No. All
Added by-law No. By-Laws 1-23 & SBL 1-19
Amended by-law No.
as fully set out below:
Please refer to attached Annexure A for consolidated By Laws

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 61656 was affixed on 20/6/2018 in the presence of
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Jessica Smith

Authority: Strata Manager

Signature:

Name:

Authority:





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

ANNEXURE A

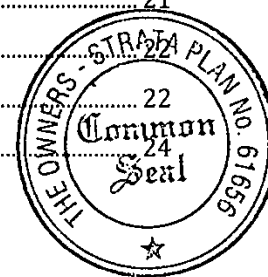
The Owners – Strata Plan 61656





Table of Contents

	Page
1 Noise.....	5
2 Vehicles	5
3 Obstruction of common property	5
4 Damage to lawns and plants on common property	5
5 Damage to common property	5
6 Children playing on common property in building	6
7 Behaviour of owners, occupiers and invitees.....	6
8 Depositing rubbish and other material on common property.....	6
9 Drying of laundry items.....	7
10 Cleaning windows and doors	7
11 Storage of inflammable liquids and other substances and materials.....	7
12 Moving furniture and other objects on or through common property.....	8
13 Floor coverings.....	8
14 Garbage disposal	8
15 Keeping of animals	9
16 Appearance of lot	10
17 Change in use of lot to be notified	10
18 Preservation of fire safety	10
19 Prevention of hazards	10
20 Provision of amenities or services	10
21 Controls of hours of operation and use of facilities	11
22 Smoke penetration	11
23 Compliance with planning and other requirements.....	11
Special By-Law 1 Installation of Foxtel.....	11
Special By-Law 2 Exclusive Use - Lot 26 Aluminium Door Suites.....	12
Special By-Law 3 Exclusive use - Lot 56 Balcony Addition	16
Special By-Law 4 Exhaust Fans.....	18
Special By-Law 5 Air Conditioners	18
Special By-Law 6 Modifications & Additions.....	19
Special By-Law 7 Alterations & Additions to Fire Doors.....	21
Special By-Law 8 Settlement Cracks.....	22
Special By-Law 9 Exclusive Use Lot 60.....	24
Special By-Law 10 Exclusive Use Lot 3.....	24





WHELAN PROPERTY GROUP
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Special By-Law 11	Empowering By-law Pool Pergola	25
Special By-Law 12	Exclusive Use By-Law – Car Space Enclosure Lot 61	25
Special By-Law 13	Exclusive Use By-Law- Balcony Glass Balustrading - Lot 61	26
Special By-Law 14	Access for Inspection of Fire Services	27
Special By-Law 15	Compensation to Owners Corporation	29
Special By-Law 16	Payment of Insurance Excesses	31
Special By-Law 17	Installation of Digital Camera Monitoring System	32
Special By-Law 18	Use of Facilities	33
Special By-Law 19	Service of Documents by Owners Corporation	34





1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation:

- (1) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (2) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An Owner or Occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any sign to advertise the activities of the occupier of the lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified locations, or





- (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen or other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite Section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Children playing on common property in building

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any other person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (1).
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person using common property, and
 - (b) without limiting paragraph (a) that the invites comply with clause (1).

8 Depositing rubbish and other material on common property

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





- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
 - (a) bin includes any receptacle for waste;
 - (b) waste includes garbage and recyclable material.

9 Drying of laundry items

An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

10 Cleaning windows and doors

An Owner or Occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the lot safely or at all.

11 Storage of inflammable liquids and other substances and materials

- (1) An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.





12 Moving furniture and other objects on or through common property

- (1)** An Owner or Occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2)** An Owners Corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specific manner.
- (3)** If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

13 Floor coverings

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

14 Garbage disposal

- (1)** An Owner or Occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a)** must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b)** must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
 - (c)** for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and





- (d) when the garbage, recyclable material or waste has been collected must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place anything in the receptacles of the Owner or Occupier of any other lot except with the permission of that Owner or Occupier, and
 - (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An Owner or Occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

15 Keeping of animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the Owners Corporation.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) An owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.





16 Appearance of lot

- (1)** The Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the building.
- (2)** This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

17 Change in use of lot to be notified

- (1)** An occupier of a lot must notify the Owners Corporation if the occupier changes existing use of the lot.
- (2)** Without limiting clause(1), the following changes of use must be notified:
 - (a)** a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes),
 - (b)** a change to the use of a lot for short-term or holiday letting.
- (3)** The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 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.

19 Prevention of hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

20 Provision of amenities or services

- (1)** The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the Owners or Occupiers of one or more of the lots:
 - (a)** security services,
 - (b)** promotional services,
 - (c)** advertising,
 - (d)** commercial cleaning,
 - (e)** domestic services,





- (f) garbage disposal and recycling services,
 - (g) electricity, water or gas supply,
 - (h) telecommunication services (for example, cable television)
- (2) If the Owners Corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the Owner or Occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21 Controls of hours of operation and use of facilities

The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) That commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) That facilities situated on the common property may be used only during certain times or on certain conditions.
- (c) An Owner or Occupier of a lot must comply with a determination referred to in subclause (1).

22 Smoke penetration

Option A

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

23 Compliance with planning and other requirements

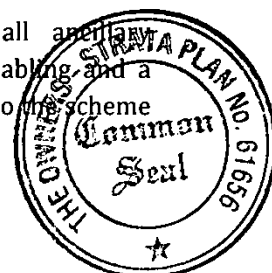
- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 1 Installation of Foxtel

(1) Definitions

The following terms are defined to mean:

- (a) "Foxtel Installation" means a cabling system and all ancillary mechanisms (including but not limited to a backbone cabling and a satellite dish) to install broadband transmission facilities to the scheme





and in accordance with the plans and drawings attached to the minutes of the meeting at which this by-law was made.

- (b) "Foxtel Installation" does not mean cables or ancillary mechanisms installed within the boundaries of any lot for the connection of the broadband transmission facilities to individual lots.
- (c) "Owners" means each of the owners of lots in strata plan no. 61656
- (d) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have same meaning as those words are attributed under that Act.

(2) Powers & Duties

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

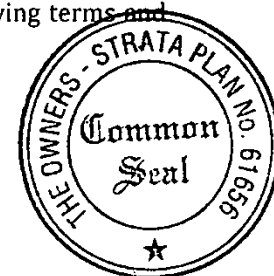
- (a) The power to install, maintain, repair and/or replace the Foxtel Installation;
- (b) The power to enter into arrangements with third parties from time to time for the installation, maintenance, operation, repair and/or replacement of the Foxtel Installation;
- (c) The power to enter lots to repair or replace the Foxtel Installation or any part of the Foxtel Installation on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996;
- (d) The authority to permit Owners to connect Foxtel Installation to their lot and on terms and conditions to be decided by those Owner and Foxtel Cable Television Pty Limited;
- (e) The power to delegate the function of executing the agreement mentioned in sub-clause (2)(b) to the executive committee and strata managing agent who are authorised to negotiate with Foxtel Cable Television Pty Limited or Telstra Corporation Limited any such amendments to the agreement as are considered by them to be in the best interests of the Owners Corporation; and
- (f) The duty to properly maintain and keep the common property to which the Foxtel Installation are attached in a state of good and serviceable repair.

Special By-Law 2 Exclusive Use - Lot 26 Aluminium Door Suites

(1) Definitions

In this by-law, unless the content indicates otherwise, the following terms and expressions are defined to mean:

- (a) "Act" means the Strata Schemes Management Act 1996;
- (b) "Lot" means Lot 26 in SP61656;





- (c) "Owner" means the owner for the time being of the Lot;
- (d) "Works" means, in relation to the northern common property wall of the lounge room of the Lot, the Works in the plan attached and marked "A1" dated 28 July 2002 No SK 001 which includes:
 - (i) Remove the 2 existing sliding aluminium door suites of size 1.800(W) x 2.4m(H);
 - (ii) Remove brickwork around the door suites;
 - (iii) Install 2 aluminium sliding door suites of size 3m(W) x 2.7m(H);
- (e) Where any terms are used in this by-law are defined in the Act they will have the same meanings as those words have in the Act.

(2) Rights

The Owner is conferred with the special privilege in respect of common property to have undertaken the Works subject to the due observance and performance by the Owners with the following conditions and obligations:

(a) *Statutory Approvals*

Prior to commencement of the Works the Owner shall furnish the Owners Corporation with:

- (i) All final plans and specifications (if any) upon which the Works are based; and
- (ii) Evidence of approval of the works by the local council and any other necessary statutory authority;

(b) *Before Commencement*

- (i) Furnish the Owners Corporation with a certificate addressed to the Owners Corporation from a duly qualified engineer that Works proposed in the final plans will not detrimentally affect the structural integrity of the building, or the engineer shall specify to the Owners Corporation and Owner the additional works to be undertaken to preserve the structural integrity of the building in respect of the proposed Works. The Owner in the course of the Works shall undertake any additional works so specified by the engineer. The Owner shall notify the Owners Corporation in writing of any variations in the works from the plans and specifications approved by the local council;
- (ii) Furnish the Owners Corporation with documentary proof that the licensed contractor who is to undertake the Works has effected for the duration of the Works:
- (iii) A Builders All Risk insurance policy providing for public liability cover;





- (iv) Workers' Compensation insurance for employees of the contractor;
- (v) Home Building insurance for the Works pursuant to the Home Building Act 1989 (NSW);

(c) ***Indemnity and Insurance***

The Owner shall indemnify the Owners Corporation against the following:

- (i) Any sums payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the relevant area of the common property or of the Works;
- (ii) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
- (iii) Any liability for damage to the Works caused by the Owners Corporation in undertaking any work referred to in s65 of the Strata Scheme Management Act 1996 ("the Act") or in exercising the power of entry for purposes of or related to such works.

(d) ***Licensed Contractor***

The works shall be done:

- (i) In a proper and workmanlike manner and by duly licensed contractors; and
- (ii) use new materials which are of a colour and in keeping with appearance of the building; and
- (iii) In accordance with the approved plans and specifications.

(e) ***Statutory Directions***

In performing the Works the Owner shall comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(f) ***Disturbance***

The Owner shall ensure the Works are undertaken in such a way as to cause minimum disturbance and inconvenience to the lots or their Occupiers and Owners.

(g) ***Damage***





At the request of the Owners Corporation, the Owner shall make good any damage to the common property in the strata scheme caused directly or indirectly by the Works or by the altered condition of the common property or lots deriving from the works.

(h) *Adjacent Common Property*

All areas of common property adjacent to the Works or used for or in relation to the Works shall be maintained in a clean and tidy state while the Works are being done.

(i) *Common Property*

The Owner must maintain and repair all common property within 30cm of which the Works are attached.

(j) *Work Times*

The Owner shall not undertake the works or allow them to be undertaken except between the hours of 8:00am and 5:00pm Monday to Saturday inclusive (excluding public holidays).

(k) *Completion Time*

The Works shall be completed within 6 months from the date of issue by the local council of the building approval.

(l) *Appearance*

The Owner shall not keep or allow to be kept upon the Works anything which when viewed from outside the Lot, is not keeping with the rest of the building.

(m) *Owner's Fixtures*

- (i)** The Works shall be and remain Owner's Fixtures;
- (ii)** The Owner shall maintain them in a state of good and serviceable repair and for this purpose, renew and replace them whenever the Owners Corporation may reasonably require.

(n) *By-Law Default*

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



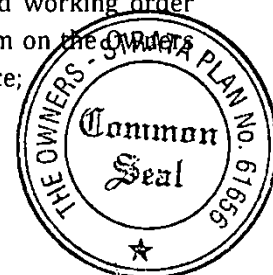


Special By-Law 3 Exclusive use – Lot 56 Balcony Addition

(1) Definitions

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

- (a)** “Owner” means each of the owners of Lot 56;
- (b)** “Balcony works” means the alterations and additions undertaken by the Owner to:
 - (i)** Install glass bricks to the dividing balcony wall between lots 56 and 57 and so much of the adjoining common property as is necessary (including all ancillary structures) as depicted on the copies of plans and drawings by Obeco Glass Blocks Pty Limited dated 1st October 2002 and the conditions described in the letter submitted by the owner of unit 56 Mr Glen Simpson dated 17th January 2003;
 - (ii)** Affix a covered pergola within the courtyard of Lot 56 in accordance with the following terms and conditions:
 - I** The pergola shall not be or become common property;
 - II** The style, design and finish of the pergola shall be consistent with the architectural theme established throughout the remainder of the strata scheme building and shall not detract from the overall appearance of the property;
 - III** The owners of lot 56 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - IV** The installation of the pergola must be effected in a workmanlike manner by licensed and insured tradespersons;
 - V** The pergola must not interrupt the free flow of air or unreasonably shadow any other lot or the common property;
 - VI** Any damage to common property that occurs during, or results from the installation or subsequent removal or replacement of or use of the pergola must be forthwith made good by the owners of Lot 56 at no cost to the Owners Corporation;
 - VII** The pergola must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;





VIII The Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the pergola is to be replaced or renewed; and

IX All paint, stain and trip finishes applied to the pergola shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

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

(2) Rights

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

- (a) A special privilege in respect of the common property to perform the Balcony works and to erect and keep the Balcony works to and on the common property; and
- (b) The exclusive use of those parts of the common property occupied by the Balcony works.

(3) Conditions

(a) Maintenance

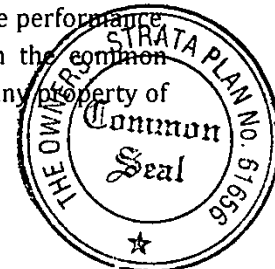
- (i) The Owner must properly maintain and keep the common property to which the Balcony works are erected or attached in a state of good and serviceable repair;
- (ii) The Owner must properly maintain and keep the Balcony works in a state of good and serviceable repair and must replace the Balcony works (or any part of it) as required from time to time;
- (iii) To the extent that s.62 (3) is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Balcony works.

(b) Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the balcony works to the common property and will make good that damage immediately after it has occurred.

(c) Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance maintenance or replacement of the Balcony works on the common property including liability under s.56 (6) in respect of any property of the owner.





(d) *Cost of By-Law*

The Owner will indemnify the Owners Corporation for all the costs of considering and making this by-law incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation when requested or as otherwise directed by it.

(e) *Owners fixtures*

The Balcony works shall remain the Owner's fixtures.

(f) *Right to Remedy Default*

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (i)** Carry out all work necessary to perform that obligation;
- (ii)** Enter upon any part of the parcel to carry out that work; and
- (iii)** Recover the costs of carrying out that work from the Owner.

Special By-Law 4 Exhaust Fans

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.

Special By-Law 5 Air Conditioners

- (1)** 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



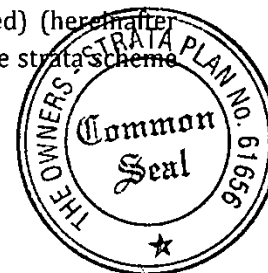


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STRATA MANAGEMENT SERVICES

- 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 and requires its removal at the owner or occupier as the case maybe at its own expense.
- (3) The owner or occupier as the case maybe indemnifies the Owners Corporation in respect to the matters set out in this by-law.

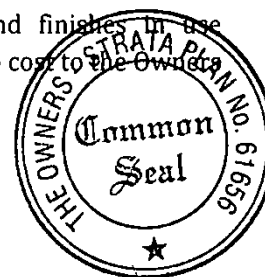
Special By-Law 6 Modifications & Additions

- (1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") 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 any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) the devices 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 they service;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1)(a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
- (d) the owners of any lot undertaking the installation of any devices 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 any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the devices must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
- (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.





- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

Special By-Law 7 Alterations & Additions to Fire Doors

(1) Definitions

The following terms are defined to mean:

- (a) "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) "Original Condition" means the condition at the date of registration of the strata scheme. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,

(2) Duties of Owners

Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not 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 make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

(3) Liability

- (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.





(4) Indemnity

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

(5) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may; carry out all work necessary to perform the obligation;

- (a) enter upon any part of the parcel to carry out that work; and recover the costs of carrying out that work as a debt from the owner of the lot.

Special By-Law 8 Settlement Cracks

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) damage has no material effect upon the utility of a lot;
- (d) 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;
- (e) any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by:
 - (i) the Owners Corporation where a structural defect is evidenced;
 - (ii) by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

Special By-Law 9 Exclusive Use Lot 60

- (1) By-Law granting the owner of lot 60 permission to enclose the registered car space allocated to unit 60 as follows:

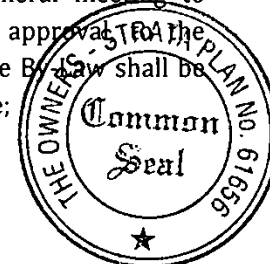
- (a) The owner/s for the time being of lot 60 in the strata scheme is conferred with the right to enclose/encage the registered car space allocated to lot 60 subject to the following terms and conditions:
 - (i) The owner of lot 60 must submit comprehensive plans and diagrams including colour and material samples of the proposed





installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the device is to be installed;

- (ii) the enclosure 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/s of lot 60;
- (iii) the style, design and finish of the proposed enclosure shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
- (iv) the owner of lot 60 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (v) the installation of the enclosure must be effected in a workmanlike manner by licensed and insured tradespersons;
- (vi) the enclosure must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (vii) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owners of lot 60 at no cost to the Owners Corporation;
- (viii) the enclosure must be maintained in good working order and condition by the owner/s of lot 60 without claim on the Owners Corporation in respect of such maintenance;
- (ix) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the enclosure is to be replaced or renewed;
- (x) all paint, stain and trim finishes applied to the enclosure shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (xi) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of Lot 60;
- (xii) all costs incidental to the conduct of a general meeting to consider this By-Law and, in the event of approval, the preparation, lodgement and registration of the By-Law shall be met by the owner of lot 60 in the strata scheme;





(xiii) the owner for the time being of lot 60 must ensure that the garage door is in closed position at all times.

- (2) In the event that the owner or occupier of lot 60, after notice, fails to comply with any matters set out in conditions (i) to (xiii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

Special By-Law 10 Exclusive Use Lot 3

By-Law granting the owner of lot 3 permission to enclose the rear balcony by replacing the lattice fencing surrounding the back patio with blue aluminium framed glass panels and sliding glass door as follows:

- (1) The owner/s for the time being of lot 3 in the strata scheme shall be entitled to install blue aluminium framed glass panels and sliding glass door and replace the lattice fencing surrounding the back patio of unit 3 to enclose the rear balcony as per the plans and diagrams submitted subject to the following terms and conditions;
- (a) The style, design and finish shall be consistent with the architectural theme established throughout the strata scheme buildings and shall not detract from the overall appearance of the property;
 - (b) all necessary permits, licenses and consents required by local/statutory/lawful authority for such installation shall be obtained by the owners of lot 3;
 - (c) installation shall be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) the installation shall not interfere with the free flow of air or unreasonably shadow any other lot or the common property;
 - (e) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
 - (f) any damage to common property that occurs during, or results from the installation or its subsequent removal or replacement of will be made good by the owners of lot 3 at no cost to the Owners Corporation;
 - (g) the enclosure 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/s of lot 3;
 - (h) the installation will be maintained in good working order and condition by the owners of lot 3 without claim on the Owners Corporation in respect of such maintenance;
 - (i) the exclusive use area shall only be used as a private space.





- (j) all costs incidental to the conduct of a general meeting to consider this By-Law and, in the event of approval, to the preparation, lodgement and registration of the By-Law shall be met by the owner of lot 3 in the strata scheme
- (2) In the event that the owner/s of lot 3, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner/s. The proposal must be decided by vote at a general meeting.

Special By-Law 11 Empowering By-law Pool Pergola

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (1) To purchase and install a pool pergola to the strata scheme including all associated equipment.
- (2) The maintenance, repair, renewal and replacement of the pool pergola including all associated equipment from time to time.

Special By-Law 12 Exclusive Use By-Law – Car Space Enclosure Lot 61

- (1) The owner/s for the time being of lot 61 in the strata scheme is conferred with the right to enclose/encage the (only one upper) registered car space allocated to lot 61 subject to the following terms and conditions:
 - (a) The owners of lot 61 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the device is to be installed;
 - (b) the enclosure 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/s of lot 61;
 - (c) the style, design and finish of the proposed enclosure shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
 - (d) the owners of lot 61 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 enclosure must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the enclosure must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere



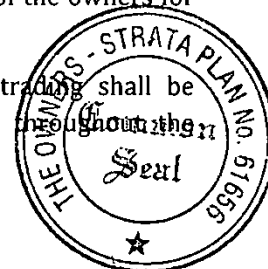


with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owners of lot 61 at no cost to the Owners Corporation;
 - (h) the enclosure must be maintained in good working order and condition by the owner/s of lot 61 without claim on the Owners Corporation in respect of such maintenance;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the enclosure is to be replaced or renewed;
 - (j) all paint, stain and trim finishes applied to the enclosure shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
 - (k) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of Lot 61;
 - (l) all costs incidental to the conduct of a general meeting to consider this By-Law and, in the event of approval, to the preparation, lodgement and registration of the By-Law shall be met by the owner of lot 61 in the strata scheme.
- (2) In the event that the owner or occupier of lot 61, after notice, fails to comply with any matters set out in conditions (a) to (l) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

Special By-Law 13 Exclusive Use By-Law- Balcony Glass Balustrading - Lot 61

- (1) The owner/s for the time being of lot 61 in the strata scheme in the strata scheme is granted consent to replace the existing balcony railing with one metre high glass balustrading subject to the following terms and conditions:
- (2) The owner of lot 61 must submit comprehensive plans and diagrams including colour and material samples of the proposed enclosure to the secretary or strata managing agent of the strata scheme not less than twenty-eight (28) days before the devices are to be installed;
- (3) The glass balustrading shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owners for the time being of lot 61 which it services:
 - (a) the style, design and finish of the proposed balustrading shall be consistent with the architectural theme established throughout the





remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;

- (b) the owners of lot 61 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the balustrading;
- (c) the balustrading must be effected in a workmanlike manner by licensed and insured tradespersons;
- (d) the balustrading must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (e) any water penetrating into the lots and any damage to common property that occurs during, or results from, the balustrading or subsequent removal or replacement of, or use of, the balustrading must be forthwith made good by the owners for the time being of the lot 61 which the balustrading services no cost to the Owners Corporation;
- (f) all paint, stain and trim finishes applied to the balustrading shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (g) the balustrading must be maintained in good working order and condition by the owners for the time being of lot 61 which it services without claim on the Owners Corporation in respect of such maintenance;
- (h) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners for the time being of lot 61 which it services;
- (i) all costs incidental to the conduct of a general meeting to consider this By Law and, in the event of approval, to the preparation, lodgement and registration of the By-Law shall be met by the owner of lot 61 in the strata scheme.

Special By-Law 14 Access for Inspection of Fire Services

(1) Definitions

- (a) The following terms are defined to mean:
 - (i) "Agents" means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.





- (ii) "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.
- (iii) "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.
- (iv) "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.

(2) 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.

(3) 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 2.

(4) Indemnity

- (a) 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 fulfil their obligations as provided in clause 2 of this By-Law;
- (b) 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 be issued.

(5) Right to Remedy Default

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

- (a) carry out all work necessary to perform the obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) 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.

Special By-Law 15 Compensation to Owners Corporation

(1) Definitions

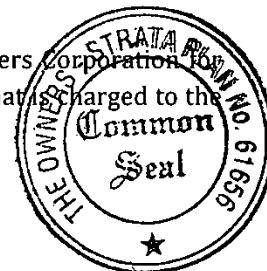
(a) The following terms are defined to mean:

- (i) "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;
- (ii) "Lot" means any lot in the strata plan;
- (iii) "Occupier" means the occupier of a Lot;
- (iv) "Owner" means the owner/s of the Lot;
- (v) "Owners Corporation" means the Owners Corporation created by the registration of strata plan;
- (vi) "Owners Corporations Agents" means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation;
- (vii) "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;
- (viii) "the Act" means the Strata Schemes Management Act 1996;
- (ix) "works" means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(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 the terms attributed under that Act.

(2) Rights and Obligation of Owners

- (a) 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 Common Seal





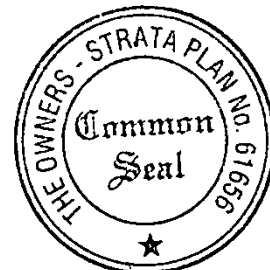
Owners Corporation by the Owners Corporations agents or the lot owners agents;

- (b) 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.
- (c) 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.
- (d) Any costs imposed upon a lot owner in sub-clauses 2(a)-(c) 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.
- (e) 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.
- (f) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause 2(e) above, all charges imposed by this by-law shall stand.

(3) Rights, Powers and Obligations of the Owners Corporation

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

- (a) The Owners Corporation shall have the power to recover all costs outlined in clause 2 above from a lot owner as a debt by way of a levy charged to the lot;
- (b) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (d) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.





Special By-Law 16 Payment of Insurance Excesses

(1) 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.

(2) Definitions

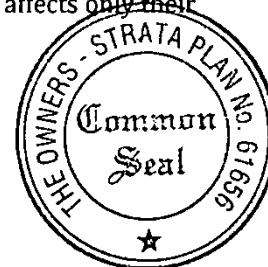
(a) The following terms are defined to mean:

- (i)** "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;
- (ii)** "Excess" means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;
- (iii)** "Lot" means any lot in the strata plan;
- (iv)** "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 & skirting's 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;
- (v)** "Owner" means the owner/s of the Lot;
- (vi)** "Owners Corporation" means the Owners Corporation created by the registration of strata plan;
- (vii)** "the Act" means the Strata Schemes Management Act 1996.

(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 the terms attributed under that Act.

(3) Payment of Excesses

- (a)** 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;





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

(4) Owners Right of Appeal

- (a) 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.
- (b) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause 4(a) above, all charges imposed by this By-law shall stand.

(5) Rights, Powers and Obligations of the Owners Corporation

- (a) 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 3(a) 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;
- (b) The written request must include approximate date and time of loss, details of the loss and the Police Event Number.
- (c) An owner or occupier of the lot requesting CCTV footage agree to pay the Owners Corporation the costs incurred in obtaining the footage as per invoice submitted by the Security Company plus an Administration Fee of \$35.00 per request.

Special By-Law 17 Installation of Digital Camera Monitoring System

- (1) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) have the power and authority to undertake the effect the following:





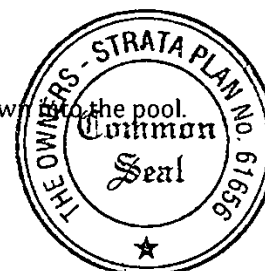
- (a) To purchase and install digital camera monitoring system and any equipment associated with the installation to the main foyers, car parking areas, garbage area, lift area and swimming pool area;
- (b) The maintenance, repair, renewal and replacement of the digital camera monitoring system and any apparatus associated with the installation from to time.
- (c) An owner or occupier of a lot who wish to obtain CCTV footage from the surveillance cameras must put the request in writing to the Strata Manager immediately after the incident is known.
- (d) The written request must include approximate date and time of loss, details of the loss and the Police Event Number.
- (e) An owner or occupier of the lot requesting CCTV footage agree to pay the Owners Corporation the costs incurred in obtaining the footage as per invoice submitted by the Security Company plus an Administration Fee of \$35.00 per request.

Special By-Law 18 Use of Facilities

(1) Swimming Pool

An owner or occupier shall not

- (a) Use the pool after the hours of 9.00pm until 6.00am.
 - (b) Consume alcohol or carry out barbecues in the pool area.
 - (c) Bring any type of glass in the pool area.
 - (d) Smoke in the pool area.
 - (e) Bring pets in the pool area.
- (2) Persons using the swimming pool must exercise caution at all times and shall not carry out boisterous activities such as running, bombing, rough play, unnecessary noise, excessive splashing of water or behave in any manner that is likely to interfere with the use and enjoyment of such facilities by other persons.
- (3) In relation to the use of the swimming pool an owner or occupier of a lot shall ensure:
- (a) That their guest and invitees do not use the swimming pool unless they or another owner or occupier accompanies them.
 - (b) Children under 12 years of age are not to be in the swimming pool/pool area without adult supervision.
 - (c) Appropriate attire is to be worn in the pool area (no topless sunbathing or G-strings).
 - (d) Toddlers are using swimming nappies.
 - (e) No debris or other inappropriate materials are thrown into the pool.





- (f) Only appropriate "pool type" toys and floatation devices are used.
- (g) To dry themselves before entering the building.
- (h) All rubbish is removed from the pool area.
- (4) An owner or occupier shall seek approval from the Executive Committee of the Owners Corporation prior to having pool parties with 4 or more guests/invitees. The Executive Committee shall from time to time in its absolute discretion make a determination to the maximum number of invitees of any one owner or occupier to be permitted to use these areas at any time.
- (5) An owner or occupier using the pool shall be aware that they shall automatically assume all risks of injury to any person entering the swimming pool area arising from a connection with the resident whether children/minors or otherwise in the pool/pool area. Persons using the swimming pool do so at their own risk.

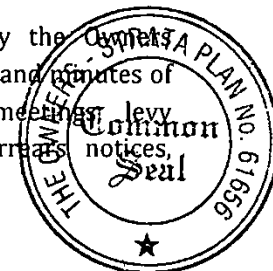
Special By-Law 19 Service of Documents by Owners Corporation

(1) Preamble

- (a) 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).
- (b) 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, and electronic noticeboards.

(2) Definitions & Interpretation

- (a) In this by-law, unless the context otherwise requires or permits:
 - (i) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment;
 - (ii) 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;
 - (iii) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced;
 - (iv) Lot means any lot in the strata plan;
 - (v) 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;

(vi) 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;

(vii) Owner means the owner of the Lot;

(viii) Owners Corporation means the Owners Corporation created by the registration of strata plan 61656;

(b) In this by-law, unless the context otherwise requires:

(i) the singular includes plural and vice versa;

(ii) any gender includes the other genders;

(iii) any terms in the by-law will have the same meaning as those defined in the Act; and

(iv) references to legislation include references to amending and replacing legislation.

(3) Powers, Duties and Obligations of the Owners Corporation

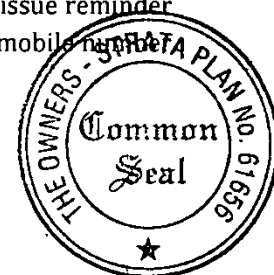
(a) Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods:

(i) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(ii) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(iii) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(iv) In addition to sub clauses 3(a)(i) to (iii), 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.

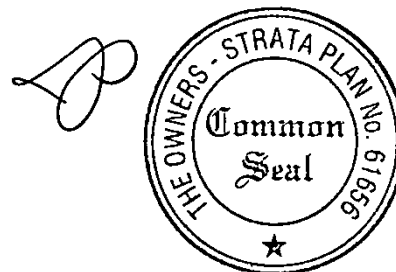




- (b) Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.
- (c) In the event the secretary, 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.
- (d) In the event an error message is received pursuant to clause 3(c) 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.

(4) Responsibilities and Obligations of Owners

- (a) 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;
- (b) 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.
- (c) 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(a), then the Owners Corporation cannot be held liable for the failure to receive the notice.
- (d) 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.



Approved Form 10

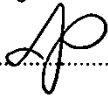
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 61656 was affixed on ^ 20 June 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Jessica Smith Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.





Applicant:

Elliot Tuthill Solicitors
119 Cronulla Street
CRONULLA NSW 2230

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

Certificate no:	ePC:19/0305	Delivery option:	
Certificate date:	25/01/2019	Your reference:	FJ190082

Property:

Lot 4 S/P 61656
4/2-4 Central Road MIRANDA NSW 2228

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 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015
- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Miscellaneous Consent Provisions) 2007
- * SEPP (Housing for Seniors or People with a Disability) 2004
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.30 - Intensive Agriculture
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estates

- * SEPP No.55 - Remediation of Land
- * SEPP No.62 - Sustainable Aquaculture
- * SEPP No.64 - Advertising and Signage
- * SEPP No.65 - Design Quality of Residential Flats
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017

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

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

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

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

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

Sutherland Shire Local Environmental Plan 2015
Zone B3 Commercial Core

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Centre-based child care facilities; 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.

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

Complying development may be carried out on the land under the

Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Medium Density Housing Code

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

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

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

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 3.15 of the Act?

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the

existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

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

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?
No
- (b) Is the land subject to a management order within the meaning of that Act?
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.
No

Additional Information

Council holds additional information relating to this property for

provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

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

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

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

For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon
Manager Strategic Planning



Transport
**Roads & Maritime
Services**

30 January 2019

RMS Ref: SC157691-C.(LM)
Your Ref: 190082

InfoTrack
DX 578
Sydney

Subject: Property Inquiry – 4/2-4 Central Road Miranda – Common Property & Lot 4 in Strata Plan 61656

Dear Sir/Madam,


I refer to your inquiry dated 29 January 2019 regarding the subject property.

The subject property is within a broad area currently under investigation for the proposed F6 Extension (F6E) Corridor.

For further information about the corridor, please contact the F6 Team on 1800 789 297 or F6Extension@rms.nsw.gov.au, or by visiting <http://www.rms.nsw.gov.au/projects/sydney-south/f6/index.html>.

A community update on the F6 Extension (F6E) Corridor & F6E Stage 1 Project is enclosed for your information.

Yours sincerely



20.1.19

Robert Stojkovski
A/Land & Development Manager | Property & Acquisition Branch
Business Services

F6 Extension Stage 1 New M5 Motorway at Arncliffe to President Avenue at Kogarah

Community update



As NSW continues to grow so does our transport challenge. The NSW Government is investing \$41.5 billion on roads and public transport projects over the next four years alone, to deliver an integrated transport solution to make it easier, faster and safer to get around. The F6 Extension Stage 1 is a key element of the NSW Government's transport vision for the state.

Project overview

The NSW Government is proceeding with plans for the F6 Extension Stage 1 to provide a new motorway connection between

the New M5 Motorway at Arncliffe and President Avenue at Kogarah.

The project includes:

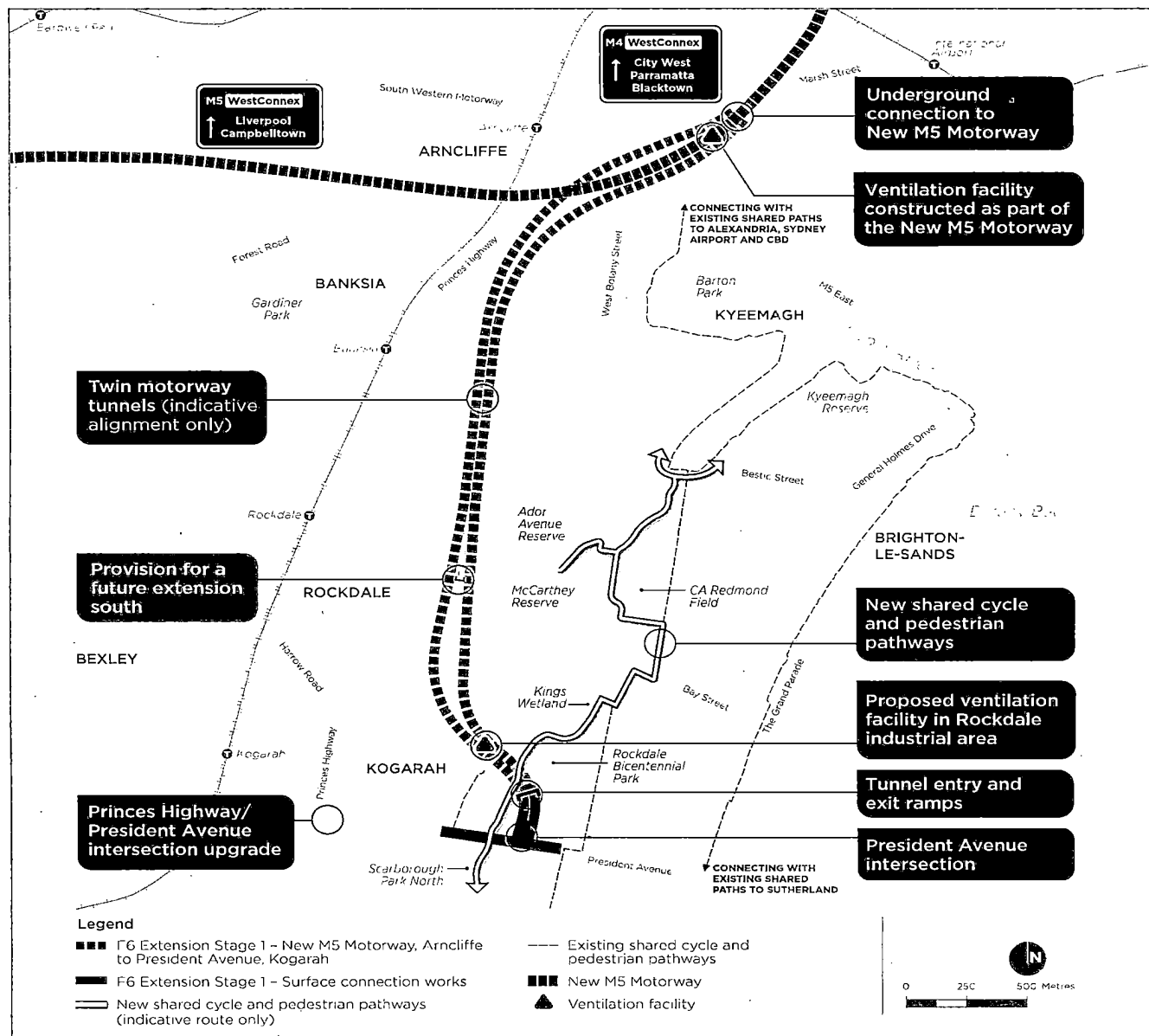
- Twin underground tunnels around four kilometres in length linking the New M5 Motorway at Arncliffe to President Avenue at Kogarah
- Ramps between the motorway tunnel and the surface intersection at President Avenue
- Tunnel stubs for a future connection south to extend the F6 Extension
- Provision of new shared cycle and pedestrian pathways.



F6 Extension Stage 1

The F6 Extension Stage 1 will give communities and businesses new levels of access across the transport network.

It's an integral part of the *Future Transport Strategy 2056* and will keep our city moving as we continue to grow.



easier

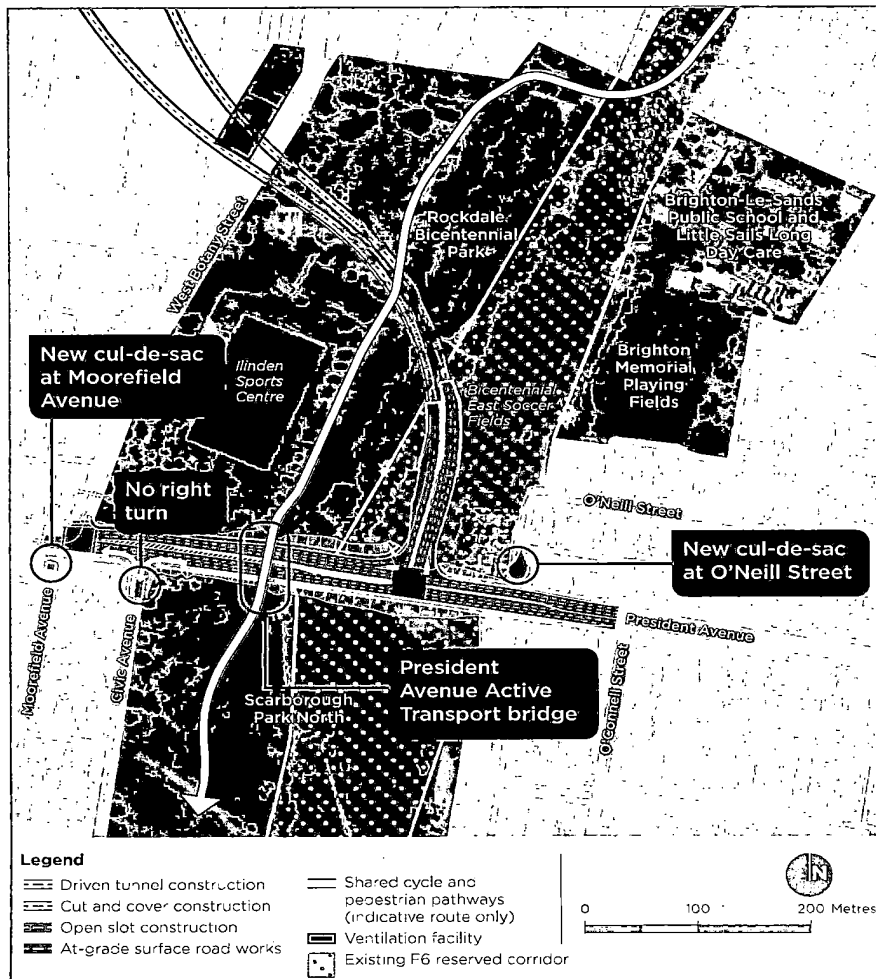
- **Reduce** traffic on General Holmes Drive by 10,000 vehicles a day
- Built **underground** to minimise disruption to the community and property impacts
- More **direct** access from southern Sydney to the wider Sydney motorway network
- **Access** to jobs, education and lifestyle opportunities
- **Bypass** Sydney airport traffic.

faster

- **Bypass** up to 23 sets of traffic lights on the Princes Highway between St Peters and Kogarah
- **Less stop-start**, more reliable travel times
- Travel time **savings** between southern Sydney and the Sydney CBD.

safer

- **Less traffic** to return local streets to local communities
- **Improving** pedestrian and cyclist safety through the new shared cycle and pedestrian pathways
- Tunnels designed for **free-flow traffic** at 80 kilometres per hour – means less vehicle emissions compared to stop-start traffic
- **Reduce** the number of trucks on surface roads by over 2,000 per day.



F6 tunnel design

The main underground motorway tunnels for the F6 Extension Stage 1 end around 25 metres under West Botany Street. From West Botany Street the tunnels gradually rise until they surface in the existing F6 reserved corridor and form a new surface road connection with President Avenue.

As the tunnels pass under Rockdale Bicentennial Park they will rise from 25 metres deep to 10 metres under the surface. This section will be constructed as a 'cut and cover' structure, meaning that a deep trench will be dug for the tunnels, which will be completely covered when construction is finished. The land will be returned to parkland and open space for community use.

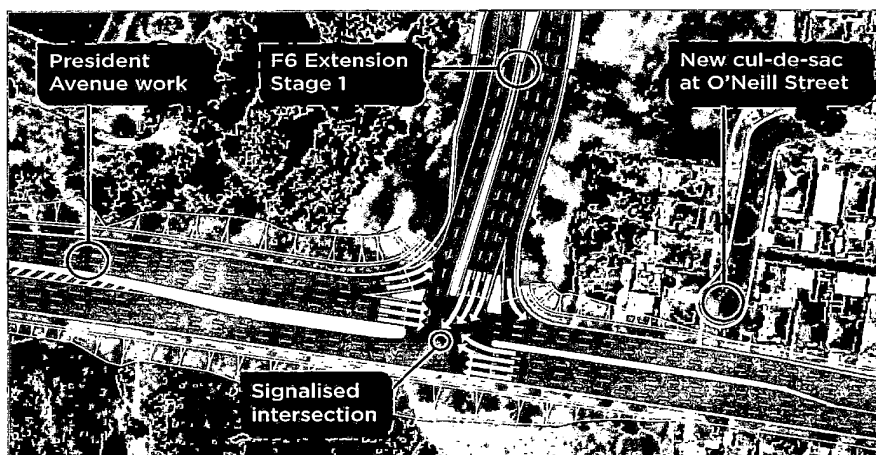
There are no plans to impact either the Ilinden Sports Centre playing field, or Brighton Memorial Playing Fields.

The intersection at President Avenue

The President Avenue intersection will connect the motorway tunnels with the existing surface road network. All traffic will either enter or exit the project at the President Avenue intersection.

Construction work will be staged to minimise traffic impacts on President Avenue. Key design considerations include:

- Confining the surface road within the existing F6 reserved corridor
- Minimising impacts to Ilinden Sports Centre and Brighton Memorial Playing Fields
- Minimising impacts to the waterway in Rockdale Bicentennial Park
- Minimising private property impacts.



Next steps

Roads and Maritime is committed to minimising the impacts of this project on the community.

The community and stakeholders are invited to provide feedback on the proposal until **Friday 27 July 2018**.

To ensure all potential impacts of the project are fully assessed, we are preparing an Environmental Impact Statement (EIS) in line with the Secretary's Environmental Assessment Requirements (SEARs) issued by the Department of Planning and Environment in January 2018.

The EIS for the F6 Extension Stage 1 will be exhibited for community information and comment.


Meet the project team


Throughout June and July 2018, Roads and Maritime will be holding a series of community information sessions and 'pop-up' events to provide the community with an opportunity to meet the project team and find out more about the project.

Details of these events will be available on the project website at www.rms.nsw.gov.au/F6


**Have
your
say**

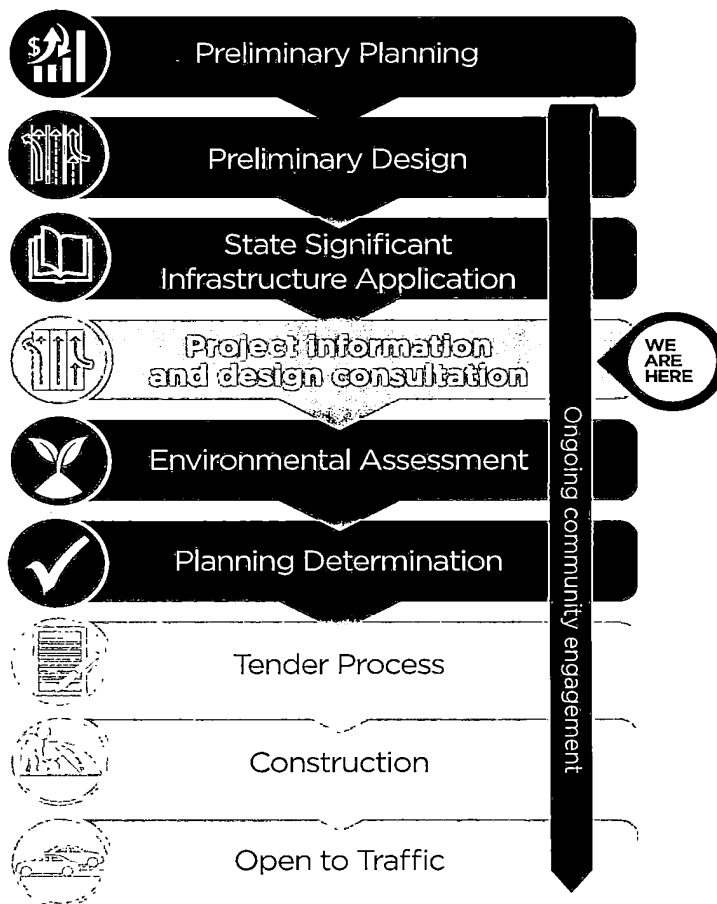
**To find out more about
the project, or to have
your say by Friday 27
July:**

 rms.nsw.gov.au/F6

 1800 789 297

 F6Extension@rms.nsw.gov.au

 Customer feedback
Roads and Maritime Services
Locked Bag 928, North Sydney NSW 2059



Above: Grand Parade, Kyeemagh.



This document contains important information about transport projects in your area. If you need an interpreter, please call the Translating and Interpreting Service on **131 450** and ask them to call the Project Team on **1800 789 297**. The interpreter will then help you with translation.

Privacy Roads and Maritime Services ("RMS") is subject to the Privacy and Personal Information Protection Act 1998 ("PPIP Act") which requires that we comply with the Information Privacy Principles set out in the PPIP Act. All information in correspondence is collected for the sole purpose of assisting the assessment of this proposal. The information received, including names and addresses of respondents, may be published in subsequent documents unless a clear indication is given in the correspondence that all or part of that information is not to be published. Otherwise RMS will only disclose your personal information, without your consent, if authorised by the law. Your personal information will be held by RMS. You have the right to access and correct the information if you believe that it is incorrect.

F6 Extension and F6 Stage 1 Development

Community update



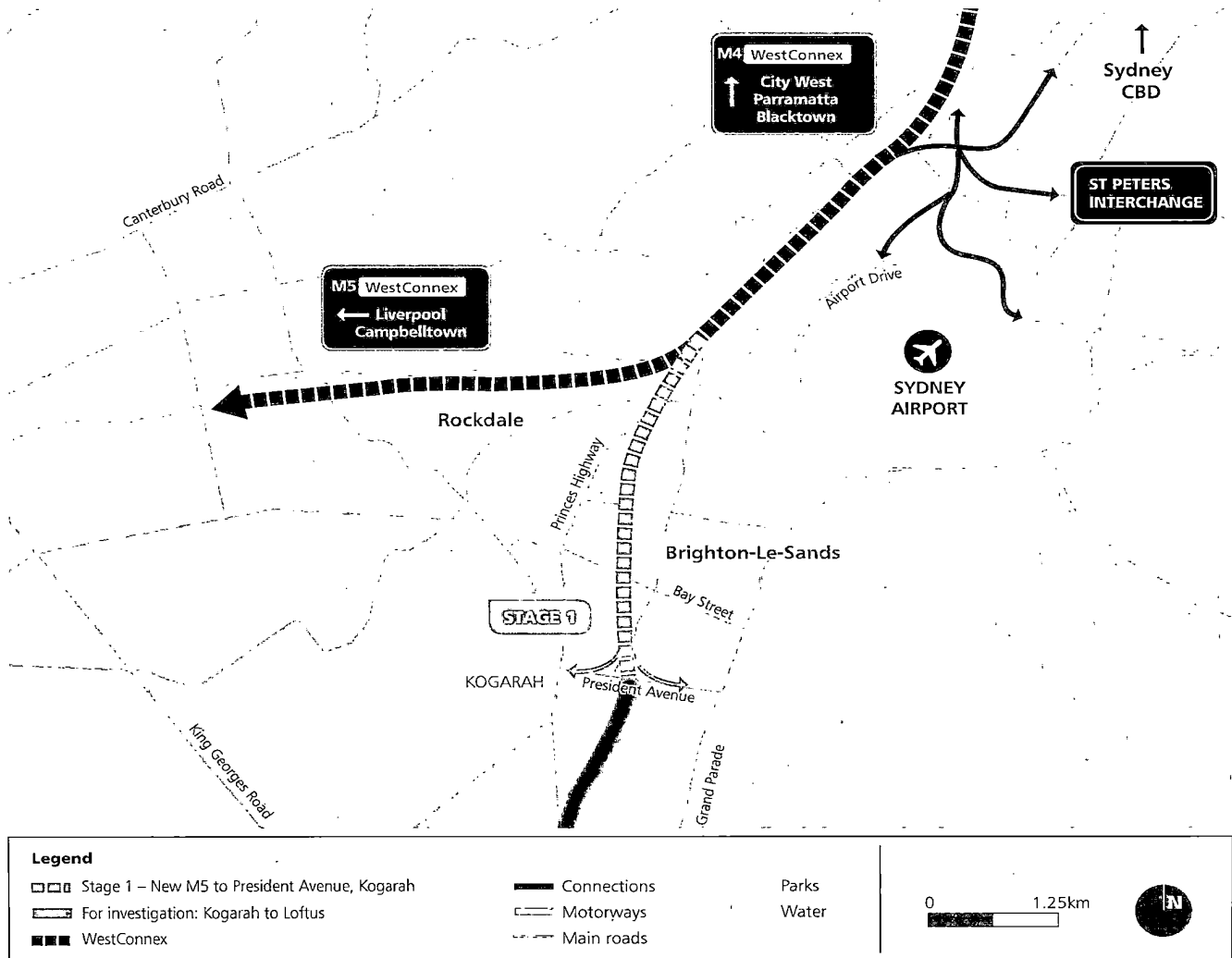
The F6 Extension would provide a motorway connection between the New M5 at Arncliffe and Loftus. The project would complete a missing link in the Sydney motorway network by connecting the New M5 and the Princes Highway at Loftus.

The M1 Princes Motorway is a key part of Australia's national highway system, and provides a vital arterial road link through southern Sydney. At present there is no efficient connection to Sydney's motorway network from the south.

The link to the south was identified as a priority in the *NSW Long Term Transport Master Plan 2012* and *State Infrastructure Strategy Update 2014*.

The NSW Government has decided to progress with the development of the F6 Extension Stage 1 between the New M5 Arncliffe and President Avenue, Kogarah

F6 Extension Stage 1 – New M5 Arncliffe to President Avenue, Kogarah



What is the F6 Extension Stage 1?

Following geotechnical investigations in 2016 and 2017 the NSW Government has decided to progress the F6 Extension Stage

F6 Corridor vs F6 Extension

- The existing F6 corridor is a long-standing strip of land reserved since 1951.
- The F6 Extension is the proposed motorway connection linking the New M5 with the Sutherland Shire and providing improved access to the Illawarra.

1 - New M5 Arncliffe to President Avenue, Kogarah to the next phase of planning and project development.

Roads and Maritime has now started community consultation for the project on the preliminary design.

Roads and Maritime is proposing a four kilometre continuous twin tunnel. The north and south twin tunnels would connect with the New M5, 75 metres underground, passing under Rockdale to an interchange at President Avenue, Kogarah. The F6 Extension Stage 1 would be designed with a provision for a future extension south.

The detailed design for the tunnel has not been finalised. We will

carry out consultation and design work, and come back to the community with further details in mid-2018.

What are the key benefits of the F6 Extension Stage 1?

The F6 Stage 1 would provide a connection for motorists from southern Sydney to the wider Sydney motorway network, improve travel times between southern Sydney and the Sydney CBD and ease congestion on the local road network.

Stage 1 would:

- Bypass up to 23 sets of traffic lights on the Princes Highway between St Peters and Kogarah.

- Be built underground to minimise disruption to the community
- Enable motorists to better access the Sydney motorway network
- Assist in the reduction of traffic congestion, particularly along Princes Highway through Arncliffe, Banksia and Rockdale, and The Grand Parade, Brighton-Le-Sands, and would provide shorter travel times for road users
- Provide a motorway that is safe and reliable for road users
- Improve the amenity of the foreshore precinct at Brighton-Le-Sands at The Grand Parade.
- Reduce the number of heavy vehicles on surface roads by up to 2000 per day.
- Allow motorists coming to or from the north to avoid Sydney Airport traffic.

Improving travel times

Stage 1 would provide travel time savings of:

- Kogarah to the City of around 5 minutes
- Taren Point to Mascot of around 10 minutes
- Kogarah to South Sydney of around 10 minutes
- Kogarah to Rozelle of around 8 minutes

Have your say on Stage 1 of the F6 Extension

We are in the early planning stages for the project and are interested in hearing from you, understanding more about the community you live in and in receiving your feedback. Feedback about the project can be provided using our online interactive consultation map at <http://www.rms.nsw.gov.au/F6>

Feedback on the project can also be provided by calling 1800 789 297 or email: F6Extension@rms.nsw.gov.au

Key highlights

- The NSW Government is progressing with the F6 Extension Stage 1 (New M5 Arncliffe to President Avenue, Kogarah)
- Around four kilometres of continuous twin tunnels
- F6 Extension Stage 1 project is a preliminary concept design only
- Built underground to minimise disruption to the community
- Designed to minimise impact on private property
- Reduce heavy vehicles on surface roads
- Travel time savings

Come and meet the project team

The project team will be holding informal 'Pop-up' information sessions in October and November. Come and meet the team and find out more about the F6 Extension project.

Date	Location	Time
Mon, 23 Oct-Wed, 25 Oct	Kogarah Town Centre Shopping Centre	10.00am-4.00pm
Thurs, 26 Oct	Kogarah Town Centre Shopping Centre	1.00-6.00pm
Fri, 27 Oct	Kogarah Town Centre Shopping Centre	10.00am-4.00pm
Sat, 28 Oct	Kogarah Town Centre Shopping Centre	10.00am-1.00pm
Tues, 31 Oct	Rockdale Plaza	10.00am-4.00pm
Thurs, 2 Nov	Rockdale Plaza	1.00pm-6.00pm
Sat, 4 Nov	Rockdale Plaza	10.00am-1.00pm

What is happening between Kogarah and Waterfall?

The NSW Government is committed to improving travel times and easing congestion for motorists travelling between the Illawarra and Sydney CBD, and progressing the F6 Extension is an important part of the long term transport solution.

Kogarah to Loftus

We will continue with investigations between Kogarah and Loftus to help determine any possible corridor adjustments for the future motorway between Kogarah and Loftus.

South of Loftus

There are no plans to further investigate the remaining area between Loftus and Waterfall for a motorway connection.

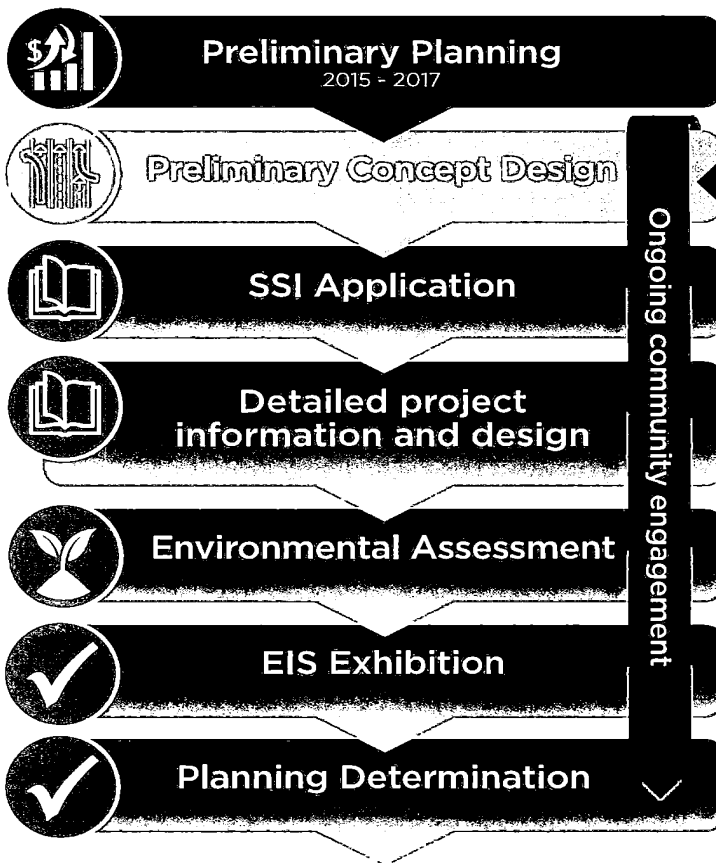
Next steps

Roads and Maritime will be in your community and online to receive feedback about the F6 Extension Stage 1 project from now until its completion.

You may notice Roads and Maritime carrying out further investigations in the study area between Arncliffe and Kogarah. Investigations will include surface water monitoring, flora and fauna surveys, geotechnical investigations involving drilling and background air quality monitoring.

If we are carrying out investigations near your property we will notify you in writing before starting work.

Roads and Maritime will soon begin community consultation as well as further technical investigations. The consultation and investigations will inform the reference design for Stage 1 of the F6 extension which Roads and Maritime will share with the community for further feedback in mid-2018.



You can have your say at any time

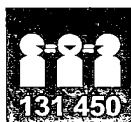
To find out more about the project, or to have your say:

www.rms.nsw.gov.au/F6

1800 789 297

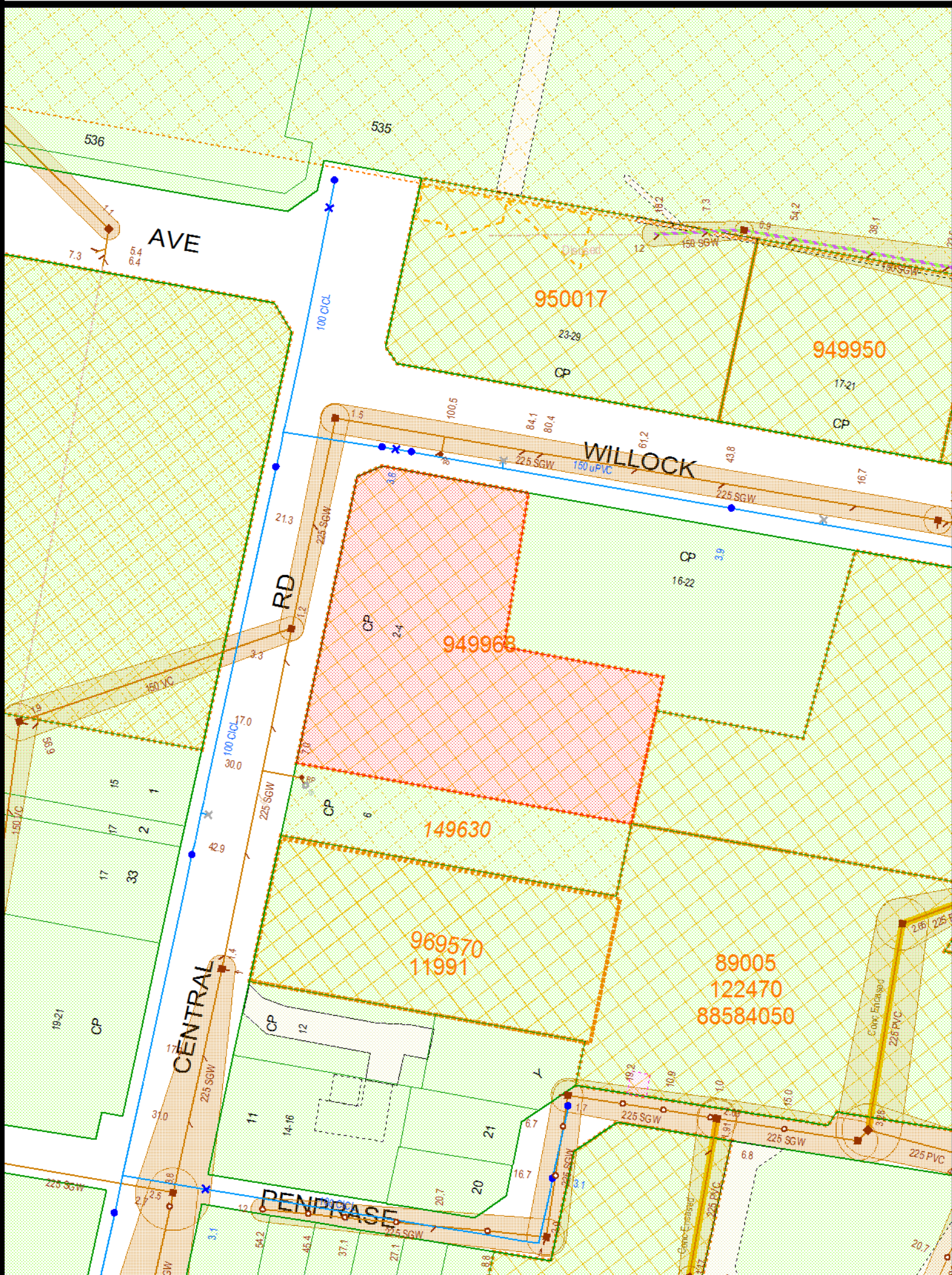
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SYDNEY WATER

Copy of
Diagram No. **1018740**

SYMBOLS AND ABBREVIATIONS

	P	P. Trap
	R	Reflux Valve
		Cleaning Eye
	Vert.	Vertical Pipe
	IP	Induct Pipe
	MF	Mica Flap
	Jn.	Junction
	RP	Rodding Point

INDICATES - PLUMBING FIXTURES & OR FITTINGS

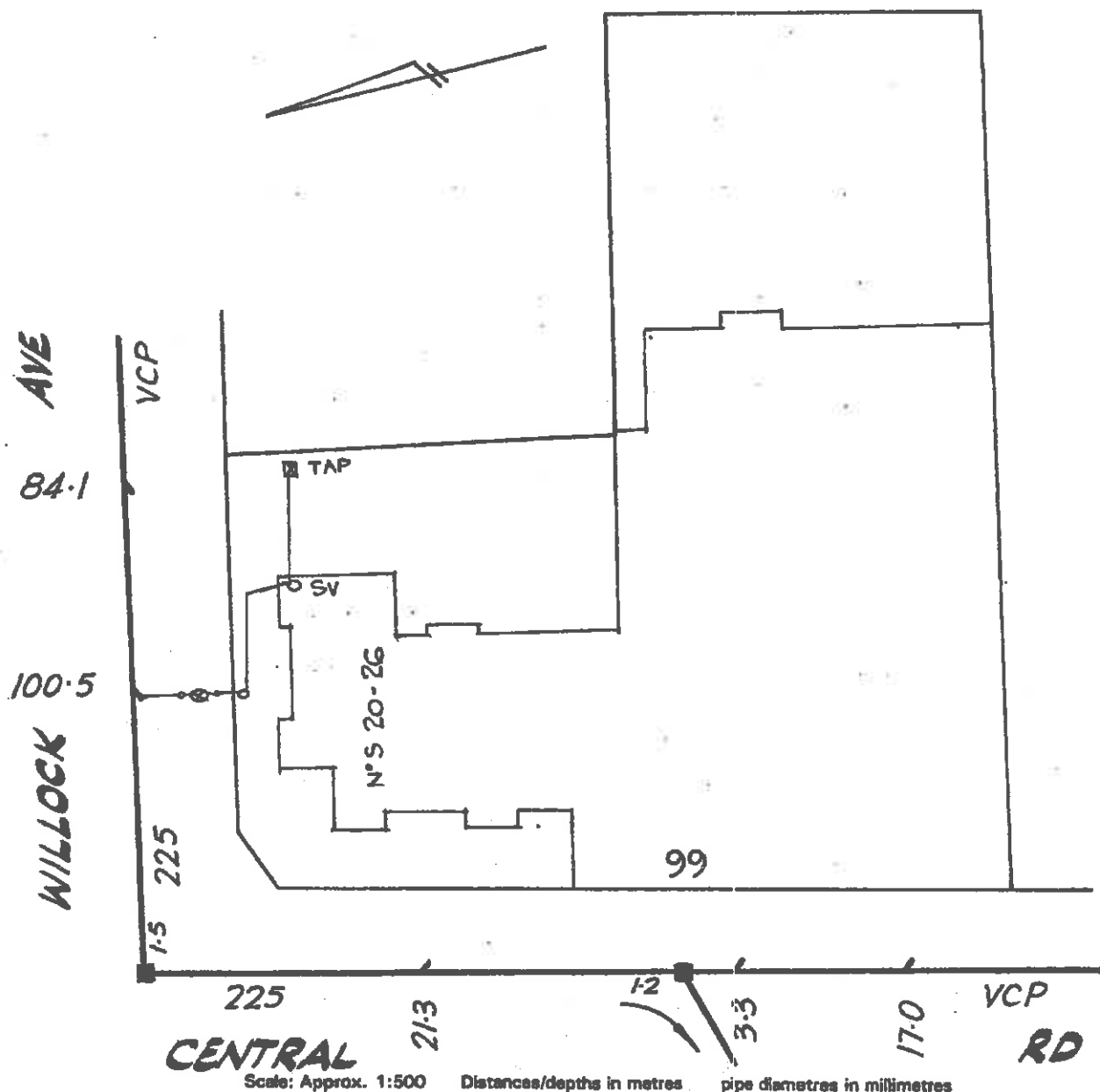
CO	Clear Out	Bld	Bidet
O V	Vant Pipe	S	Shower
T	Tuba	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Beth Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL
 0 SV Soft Vent Pipe 0 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. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



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

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

Connection Date:/...../.....

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (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 (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.