

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

**Pulse Property Agents**  
**Suite 304/29 Kiora Road, Miranda NSW 2228**

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

Co-agent

Vendor

**Luke James Bligh and Allison Maree Bligh**  
**14/34-38 Gurrilang Road, Cronulla NSW 2230**

Vendor's Solicitor

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

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

Completion date

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

Land

**14/34-38 Gurrilang Road, Cronulla NSW 2230**

(Address, plan details  
and title reference)

**Registered Plan: Lot 14 Plan SP7387**  
**Folio Identifier: 14/SP7387**

☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements

☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ none  
☐ other:

Attached copies

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

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

Inclusions

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

Exclusions

Purchaser

Purchaser's solicitor

**Phone:**  
**Fax:**

Price

Deposit

(10% of the price, unless otherwise stated)

Balance

Contract date

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

Vendor

Witness

**GST AMOUNT** (optional)

The price includes  
GST of: \$

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

**Michael Roberts Strata Management Services P/L, PO Box 696, Hurstville BC 1481 Ph 8567 5900**

## List of Documents

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

## WARNINGS

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

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

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

## DISPUTES

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

## AUCTIONS

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

### **WARNING SWIMMING POOLS**

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

### **WARNING SMOKE ALARMS**

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Payment of vendor duty out of the deposit

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

## 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
  - on completion the vendor must pay to the purchaser \$33.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

## 9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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

**11 Compliance with work orders**

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

**12 Certificates and inspections**

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

**13 Goods and services tax (GST)**

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

**14 Adjustments**

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

**15 Completion date**

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -



- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
  - 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
  - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
  - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
  - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 'common property' includes association property for the scheme or any higher scheme;
  - 'contribution' includes an amount payable under a by-law;
  - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 'the *property*' includes any interest in common property for the scheme associated with the lot;
  - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
  - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
  - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
    - a proportional unit entitlement for the lot is not disclosed in this contract; or
    - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
  - a disclosure statement required by the Act was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

**25 Qualified title, limited title and old system title**

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

**26 Crown purchase money**

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

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;  
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -  
     • either *party serving* notice of the event happening;  
     • every *party* who has the benefit of the provision *serving* notice waiving the provision;  
     • the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -  
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;  
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;  
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

I, ..... of ....., certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at **14/34-38 Grrilang Road, Cronulla NSW 2230**, from **Luke James Bligh and Allison Maree Bligh** to ..... in order that there is no cooling off period in relation to that Contract.
3. I do not act for and am not employed in the legal practice of a Solicitor/Licensed Conveyancer acting for **Luke James Bligh and Allison Maree Bligh** nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for **Luke James Bligh and Allison Maree Bligh** is a member or employee.
4. I have explained to :
  - i) the effect of the Contract for the purchase of that property;
  - ii) the nature of this Certificate;
  - iii) the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

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

**Vendor:** Luke James Bligh and Allison Maree Bligh  
**Property:** 14/34-38 Girrilang Road, Cronulla NSW 2230

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## 30. Additional Clauses

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

## 31. Amendments to the printed provisions in the Contract

This contract is amended as follows:

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

## 32. Inclusions

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

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

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

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

---

## 33. No representations and warranties except in Contract

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

---

### **34. Inspection by purchaser**

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

---

### **35. Real Estate Agent**

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

---

### **36. Interest and notice to complete**

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

- (a) the purchaser must pay the vendor interest on:
  - (i) the balance of the price; and
  - (ii) any other amount payable by the purchaser to the vendor under this contract, from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and
- (b) despite clause 1, adjustments are to be made as at the earliest of the date possession is given to the purchaser and the date of actual completion.

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

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

---

### **37. Notice to complete**

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

---

### **38. Death, incapacity, bankruptcy**

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

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



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

---

## **39. Settlement**

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

---

## **40. Transfer**

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

---

## **41. Deposit payable by instalments**

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

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

---

## **42. Release of Deposit**

The purchaser agrees to release on or after the date hereof and prior to completion the deposit or part thereof to the Vendor (if so required by the vendor) for payment out as:

- (a) Deposit money, in which case it is to be released only into the trust account of a real estate agent or solicitor; and/or
- (b) Stamp duty; and/or
- (c) Toward the balance of purchase price payable by the vendor on the vendor's purchase of another property;
- (d) Toward payment of the vendor's mortgage at settlement;

The purchaser authorises the vendor's agent and/or the vendors representative (without production of any further authority than a copy of this Special Condition) to withdraw the said moneys from where it has been deposited for an amount so required by the vendor for any of the abovementioned applications.

---

### **43. Requisitions on Title**

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

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### **44. Completion**

Nothing in this contract will have the effect of requiring either party to complete this contract between Friday 18 December 2015 and Friday 15 January 2016/

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

**Vendor:** Luke James Bligh and Allison Maree Bligh  
**Purchaser:**  
**Property:** 14/34-38 Girrilang Road, Cronulla NSW 2230  
**Dated:**

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

#### **Affectations, notices and claims**

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

#### **Owners corporation management**

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

#### **Capacity**

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

#### **Requisitions and transfer**

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 14/SP7387

SEARCH DATE	TIME	EDITION NO	DATE
11/11/2015	8:14 AM	9	10/7/2015

LAND

LOT 14 IN STRATA PLAN 7387  
AT SUTHERLAND  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

LUKE JAMES BLIGH  
ALLISON MAREE BLIGH  
AS JOINT TENANTS (T AJ643334)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP7387
- 2 AJ643335 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP7387

SEARCH DATE	TIME	EDITION NO	DATE
11/11/2015	8:14 AM	3	17/3/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 7387  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SUTHERLAND  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP7387

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 7387  
ADDRESS FOR SERVICE OF NOTICES:  
34/38 GIRRILANG ROAD  
CRONULLA 2230

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
- 3 A43927 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 4 C186388 B535103 COVENANTS AFFECTING PART
- 5 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 6 AG843261 CHANGE OF BY-LAWS
- 7 AH808215 CHANGE OF BY-LAWS
- 8 AI447155 CHANGE OF BY-LAWS
- 9 AI447156 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 720)

STRATA PLAN 7387

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 38	2	- 38	3	- 38	4	- 38
5	- 38	6	- 38	7	- 40	8	- 40
9	- 40	10	- 40	11	- 40	12	- 40
13	- 42	14	- 42	15	- 42	16	- 42
17	- 42	18	- 42				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP7387

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PAGE 2

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

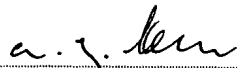
Surveyor's Reference: 37100



## STRATA PLAN No. 7387

SHEET No. 2 OF 6 SHEETS

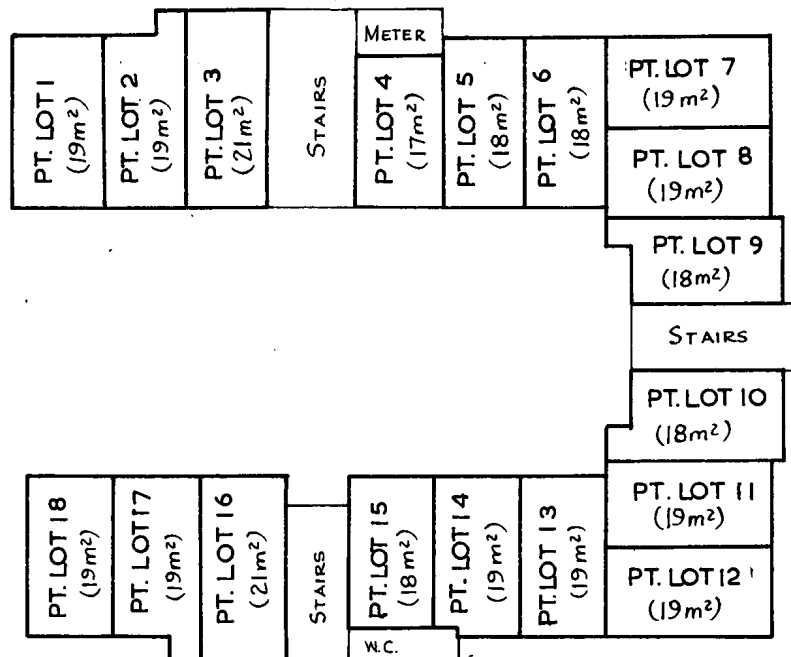
SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY
LOT No	UNIT ENTITLEMENT	RESUBDIVISION
1	38	
2	38	
3	38	
4	38	
5	38	
6	38	
7	40	
8	40	
9	40	
10	40	
11	40	
12	40	
13	42	
14	42	
15	42	
16	42	
17	42	
18	42	
AGG	720	

  
Council Clerk.  
STA 15/1973

# STRATA PLAN No. 7387

SHEET No. 3 OF 6 SHEETS

## GARAGE



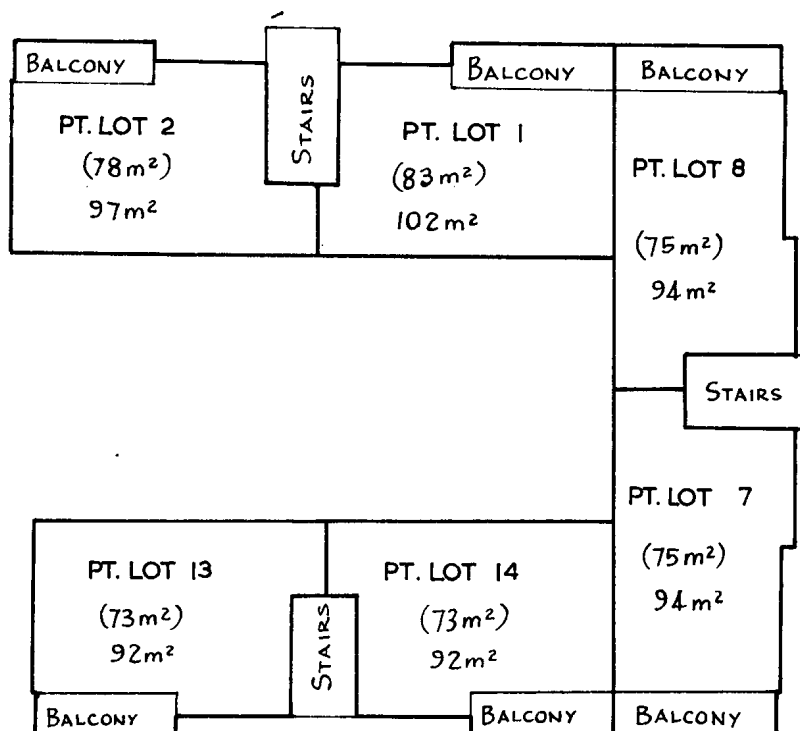
ALL AREAS ARE APPROXIMATE.

*a. g. Kern*  
 Council Clerk.  
 STA 15/1973

## STRATA PLAN No. 7387

SHEET No. 4 OF 6 SHEETS

### GROUND FLOOR



ALL AREAS ARE APPROXIMATE  
AND INCLUDE BALCONIES.

THE HEIGHT OF THE BALCONIES  
IS LIMITED TO 2.5 ABOVE  
THEIR CONCRETE FLOOR.

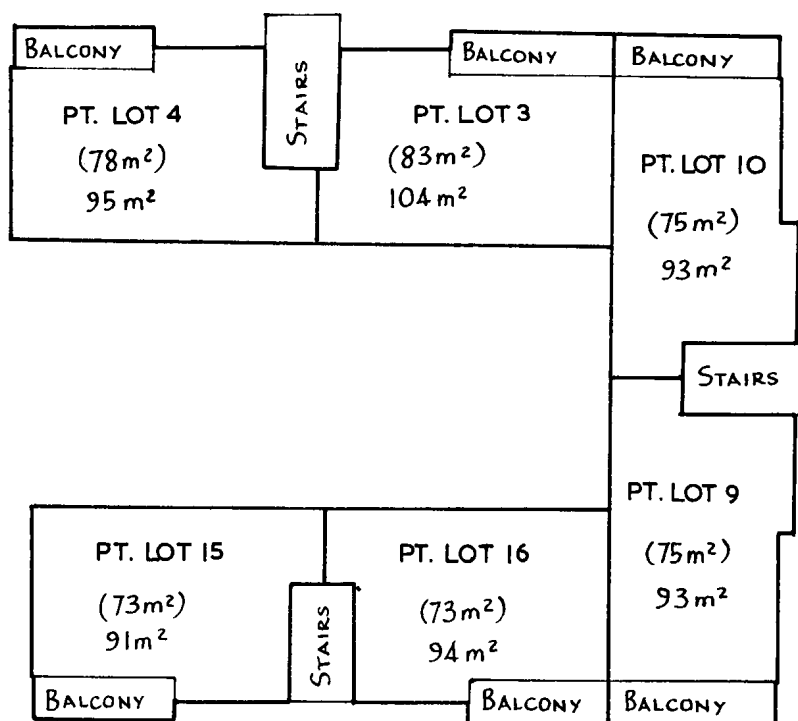
*[Signature]*  
Surveyor

*a. g. kur*  
Council Clerk.  
STA 15/1973

# STRATA PLAN No. 7387

SHEET No. 5 OF 6 SHEETS

## FIRST FLOOR



ALL AREAS ARE APPROXIMATE  
AND INCLUDE BALCONIES  
THE HEIGHT OF THE BALCONIES  
IS LIMITED TO 2.5 ABOVE  
THEIR CONCRETE FLOOR.

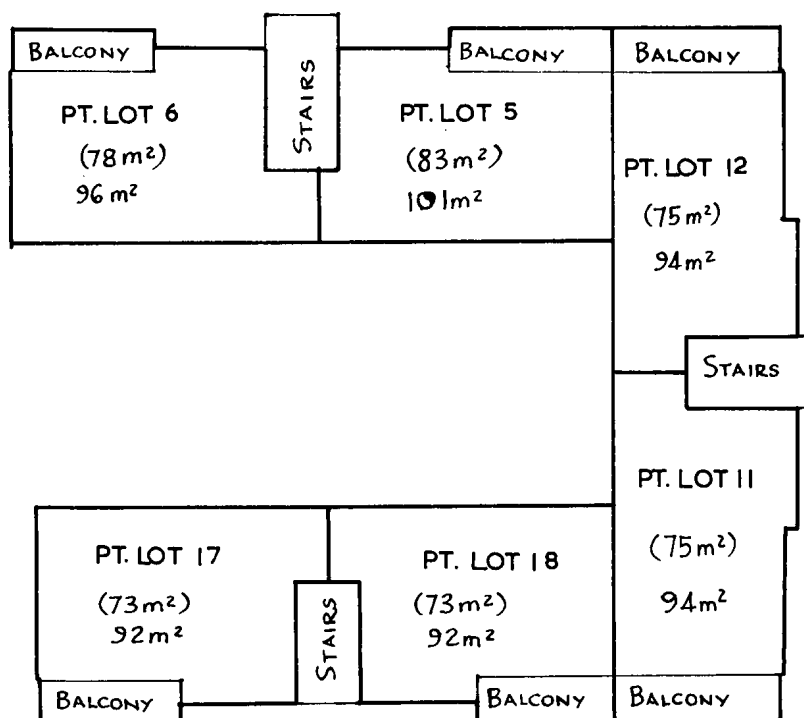
*[Signature]*  
Surveyor

*[Signature]*  
Council Clerk.  
STA 15/1973

# STRATA PLAN No. 7387

SHEET No. 6 OF 6 SHEETS

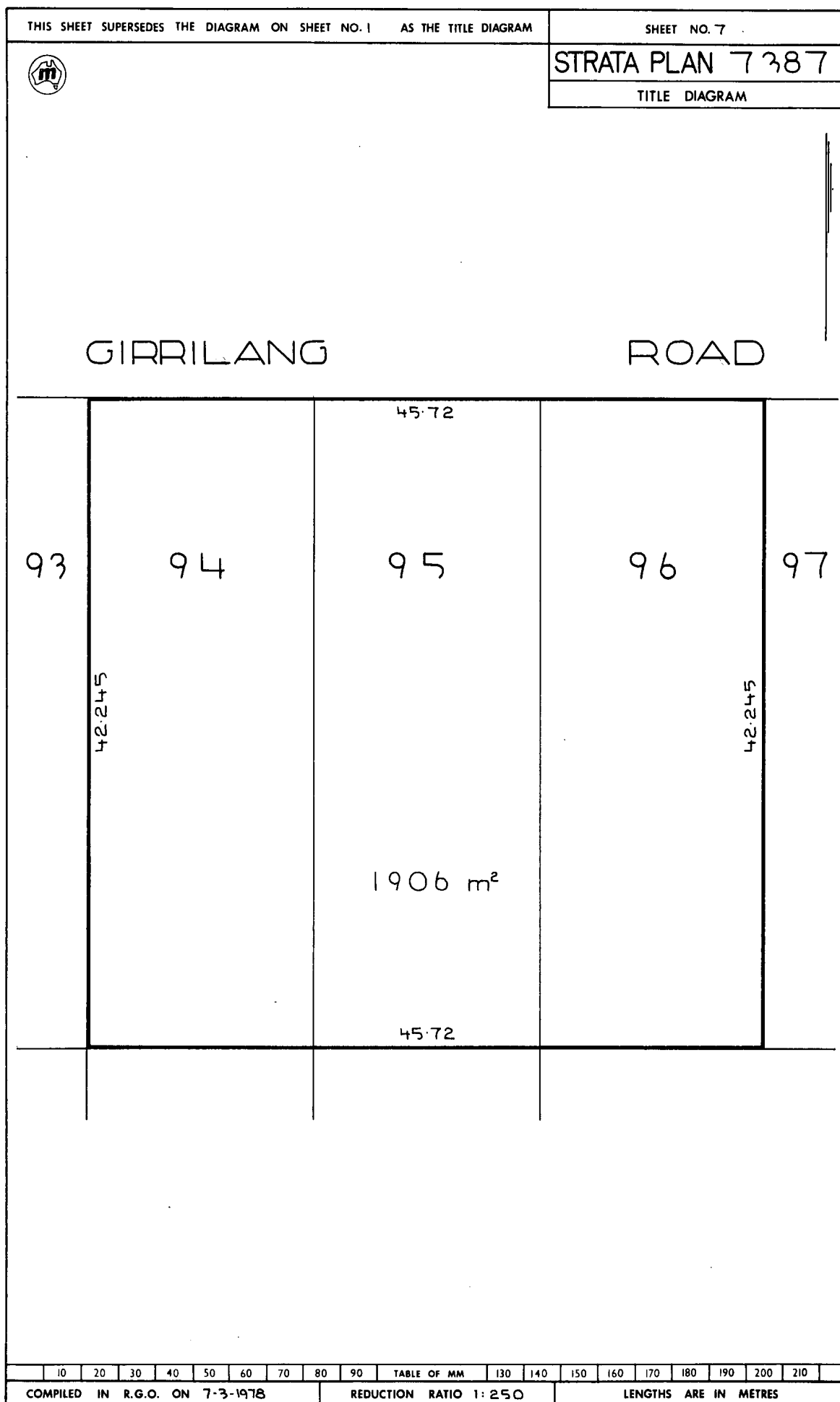
## SECOND FLOOR



ALL AREAS ARE APPROXIMATE  
AND INCLUDE BALCONIES.  
THE HEIGHT OF THE BALCONIES  
IS LIMITED TO 2.5 ABOVE  
THEIR CONCRETE FLOOR.

*[Signature]*  
Surveyor

*[Signature]*  
Council Clerk.  
STA 15/1973



10	20	30	40	50	60	70	80	90	TABLE OF MM	130	140	150	160	170	180	190	200	210
COMPILED IN R.G.O. ON 7-3-1978									REDUCTION RATIO 1:250		LENGTHS ARE IN METRES							

NEW SOUTH WALES.

DEPARTMENT  
9.8.13A



A  
043927 V

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.

R 19 AUG 1913 4 P.M.

A 43927

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

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

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

for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground work whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said lease No. 50990 and which are now known or shall be discovered hereafter as lying under the service of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be nuisance to the occupiers of the houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said *Arthur Richard T. C. Limited.* ~~John Fraser~~ may become the Registered Proprietor in fee simple of the surface land comprised in the said sublease No. *A22502* to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 Provide always that the Company and its assigns shall hold the residue of the lands comprised in the said lease No. 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for nonpayment of rent and other powers and reservations in the said lease contained in all respects as if this transfer had not been made In Witness whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *twenty first* day of *July* in the year 1913.



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

*Arthur Richard*  
*E. J. Smith*  
*Directors*

*W. J. McKeown*  
Secretary

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

*10/1/13*  
Signed in my presence by *Arthur Richard* the Managing Director of  
Richard & Co. Limited who is personally  
known to me

*Walter H. Mathan*  
*Don J. M. M. M.*

ARTHUR RICHARD & CO. LTD.

*Arthur Richard*  
Transferee.

DIRECTOR.

# PERPETUAL TRUSTEE COMPANY, LTD.

2, 4 & 6 SPRING STREET, SYDNEY.

No. Q 12328

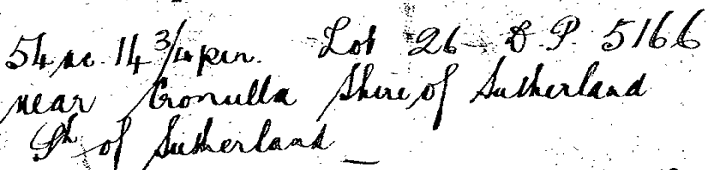
8<sup>th</sup> August 1913

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

*pounds*  
being the purchase money for the fee simple of *one*  
of *that* piece of land situate in the Parish  
of *Sutherland County of Cumberland* being the  
whole of the land comprised in sublease  
No. *A22562* dated *24th April 1913* from the *Holt Sutherland*  
Estate Co. to the said *Arthur Richard & Co. Ltd.* and  
part of the land comprised in *no 1000* *indium of lease*  
registered No. *50990*

*£7,500*

*W. J. McKeown* Manager.  
*W. J. McKeown* Accountant.



Reserving mine & minerals to

The Holt Sutherland Estate Company Limited

## Transferor

Arthur Rickard to Humboldt

Transferee

Darkeles entered in register book Vol 1776  
Vol. 25 the 19<sup>th</sup> and on Passo No 50990  
the 19<sup>th</sup> August 1913 at 4 o'clock in the  
afternoon.

*De Reliance*



20 AUG. 1913

[illegible]

27 AUG. 1973

20 AUG. 1943



R.P. 13.  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT)

C186388

N 29 5 33 V

N 29 5 33 V

12/6  
112/6  
207/3

**THE HAYMARKET LAND AND BUILDING COMPANY LIMITED**

its must not be disclosed in transfer.)

estate, strike out "in simple," and interline the word, alteration.

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

These references will suffice if the whole land in the grant or certificate be transferred.

If part only add "and being of sec. D.P.

being the land shown in the plan annexed hereto."

being the residue of the land in certificate of grant registered Vol. Fol.

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919.

There also should be set forth any right-of-way or easement exception.

Any provision in addition to modification of the covenants implied by the Act y also be inserted.

by short note will suffice.

executed within the State instrument should be acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Justice of the Peace, or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form.

As to instruments executed elsew, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND TWENTY THREE POUNDS FIFTEEN SHILLINGS (23/15/-) (the receipt whereof is hereby acknowledged) paid to it by ELLEN GERTRUDE MILLS of Auburn, Widow, and in further consideration of TEN SHILLINGS (10/-) paid to the said Ellen Gertrude Mills by WILLIAM ARTHUR MILLS of Auburn, Labourer, (the receipt whereof is also hereby acknowledged) do hereby at the request and by the direction of the said Ellen Gertrude Mills transfer to the said WILLIAM ARTHUR MILLS (herein called transferee) do hereby transfer to the said transferee—

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<u>Cumberland</u>	<u>Sutherland</u>	<u>Part</u> <u>Being Lot ninety six (96)</u> <u>of Beach Park Estate as</u> <u>shown in Deposited Plan</u> <u>No. 8564.</u>	<u>4452</u>	<u>77</u> ✓

And the transferee covenants with the transferor AND the Transferor hereby for himself his executors, administrators and assigns and so to bind, not only executors, administrators and assigns but also the said piece of land hereinafter expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns executors administrators or assigns shall not erect or permit that the Transferee to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS such building to be of brick and/or stone or other material approved of by the said Company with roof of slates or tiles or other material approved of by the said Company AND that no advertisement hoarding shall be erected on the said land. AND for the purposes of Section 88 of the Conveyancing Act of 1919-1930 IT IS HEREBY FURTHER AGREED AND DECLARED THAT:— (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8564 other than the land hereby transferred. (b) The land which is to be subject to the burden of the above covenants is the land described herein. (c) The above covenants or any of them may be released, varied or modified by or with the consent of the said Company or its legal representatives.

**ENCUMBRANCES, &c., REFERRED TO:**

Subject to the exceptions and reservations noted on the Certificate of Title.

Signed at Auburn the 20 day of May 1934  
GIVEN under the Common Seal of THE HAYMARKET LAND AND BUILDING COMPANY LIMITED by order of the BOARD OF DIRECTORS this second day of June 1933 and SIR ARTHUR RICKARD and ARTHUR LANCELOT RICKARD two of the Directors constituting two of the Directors signed the same in the presence of: Manager.

SIGNED in my presence by the said ELLEN GERTRUDE MILLS who is personally known to me:

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

I hereby direct the within Transfer. Ellen G. Mills  
Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

W. A. Mills  
Transferee

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

406948

No.

LODGED BY

## CONSENT OF MORTGAGÉE

1. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to any rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Signed in my presence by \_\_\_\_\_ who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

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

\_\_\_\_\_

i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

## MEMORANDUM OF TRANSFER of

Acres \_\_\_\_\_ rods 25 1/4 perches.  
 Lot 96 D.P. 8564 (Gerrilang Rd)  
 Town of Bronalla  
 Shire \_\_\_\_\_  
~~Municipality~~ Sutherland  
 Parish Sutherland County \_\_\_\_\_  
 (subject to covenant)  
William Arthur Mills - Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Particulars entered in Register Book, Vol 44<sup>52</sup>Fol. 77

the 29<sup>th</sup> day of June 1933  
at minutes 10 o'clock in the fore noon

## Register

### PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...	W	24/6/55
Received from Records...	W	21/6/55
Draft written ...	W	23/6
Draft examined ...	W	24/6
Diagram prepared	W	25/6/55
Diagram examined	W	28/6/55
Draft forwarded	W	28/6/55
Supt. of Engrossers	W	7.7.55
Cancellation Clerk		
VOL. 4582		FOL. 117
Diagram Fees ...		
Additional Folios		

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

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

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

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

Tenants in common must receive separate Certificates.

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

COMMONWEALTH OF AUSTRALIA.

C186388

The Invalid and Old-age Pensions Act 1908-1932.

REQUEST FOR INFORMATION BY PERSON PROPOSING TO DEAL IN REAL  
PROPERTY.

To the Deputy Commissioner of Pensions at SYDNEY

In pursuance of regulation 42 of the Invalid & Old-Age  
Pensions Regulations we hereby request to be supplied with  
the undermentioned information in respect of ELLEN GERTRUDE  
MILLS of 18 Carnegie Street, Auburn, Widow,

The reason for which this information is required is in connec-  
tion with a Transfer to WILLIAM ARTHUR MILLS of Lot 96 in  
D.P. No. 8564 and being part of the land comprised in Certifi-  
cate of Title registered Volume 4452 Folio 77.

1. Is the above person a pensioner under the Invalid and  
Old-age Pensions Act 1908-1932?
2. Has that person at any time since the 12th October 1932  
been a pensioner under the said Act?
3. If the person named is or has been a pensioner since  
the 12th October 1932, please state the amount of pensions  
paid which would be a charge on the estate of the pensioner  
if Section 522 of the abovementioned Act were applicable  
thereto at the date of your reply.

SEPTIMUS G. ROWE & CO

SOLICITORS, *Ref: S.G. Rowe*

84 PITT STREET.  
SYDNEY.

Signature of person enquiring.

Sydney, 13th June, 1933.

From the Deputy Commissioner of Pensions at

To

The answers to the above questions are as follows:-

(1) (1) No.

(2) (2) No.

(3) (3) Not Applicable

Is not a claimant for a Pension

For Deputy Commissioner of Pensions  
at Sydney.

15 JUNE 1933

(Trusts must not be disclosed in the transfer.)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of TWO HUNDRED AND THIRTY FIVE POUNDS TWO SHILLINGS AND SIXPENCE (£235/2/6) (the receipt whereof is hereby acknowledged) paid to me by

THOMAS EDWARD RYAN of Ashfield, Clerk.

B 535103

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

do hereby transfer to the transferee ALL such <sup>its</sup> Estate and Interest in ALL THE land mentioned in the schedule following:—

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. of the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer.

County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Sutherland	Part Being Lots Ninetythree(93) and ninety four(94) of the Beach Park Estate as shown on Deposited Plan Number 8564	2394	241

And the transferee covenants with the transferrer

AND the Transferee doth hereby for himself, his heirs, assigns, administrators and assigns bind not only themselves, their executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee his executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than either of the said lots any main building of less value than Four hundred pounds such building to be built of material to be approved of by the said Company with a roof of approved material. And that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

And for the purposes of Section 89 of the Conveyancing Act of 1919, it is HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8564 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company, its successors or assigns, or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

Subject to the reservations of mines etc.

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

Signed at the COMMON SEAL of ARTHUR RICKARD & CO. LIMITED was hereto affixed by THEOPHILUS CORBETT the Manager this First day of June 1927 in the presence of:

\*Signed

Leo S. Rowe

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Robertson

Clerk to Septimus G. Rowe & Co., Solicitors, Sydney.

the day of 19

Thomas E. Ryan

Transferrer.\*

Thomas E. Ryan  
Transferee.

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

\* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor certifies, he must also sign.

mortgagee under Mortgage No. *A 310971*

Dated at Hydney this 23rd  
day of June 1927

M. F. F. Gill Mortgage  
Smith & Gill J.

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

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

COMMONWEALTH BANK OF AUSTRALIA  
BY ITS ATTORNEY.

BY ITS ATTORNEY.

*E. W. Hinkle*

*E. W. Hinkle*

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

## LODGED BY

SEPTIMUS G. ROWE & CO  
SOLICITORS,  
84 PITT STREET,  
SYDNEY.

Snire  
Municipality..... *Sutherland*  
Parish..... *Sutherland* County.....

Thomas Edward Ryan.....Transferree.

Particulars entered in Register Book, Vol. 2394 Fol. 241

DOCUMENTS LODGED HEREWITH.  
To be filled in by person lodging dealing.

the 24<sup>th</sup> day of July 1927,  
at minutes 4 o'clock in the afternoon.

Registrar General

### PROGRESS RECORD.

	Initialed	Date
Sent to Survey Branch ...	<i>[Signature]</i>	25-7-27
Received from Records	<i>[Signature]</i>	25-7-27
Draft written ...	<i>[Signature]</i>	22-7-27
Draft examined ...	<i>[Signature]</i>	<i>[Signature]</i>
Diagram prepared	<i>[Signature]</i>	25-7-27
Diagram examined	<i>[Signature]</i>	26-7-27
Draft forwarded	<i>[Signature]</i>	26-7-27
Supt. of Engrossers	<b>2 AUG 1927</b>	<i>[Signature]</i>
Cancellation Clerk		

VOL.	FOLIO
<b>4033</b>	<b>64</b>

Diagram Fees ...	
Additional Folios	

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

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

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

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

**Tenants in common must receive separate Certificates.**

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

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

## CHANGE OF BY-LAWS

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



# AG843261Q

**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

Vol 8527 Fol 137 *NOW CP/SP 7387*

(B) **LODGED BY**

Document  
Collection  
Box

*1011N*

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

*123723T*

**R. D. & S. J. WILLIAMSON**  
**LEGAL & STRATA SEARCHERS**  
G.P.O. BOX 2747 SYDNEY 1043  
DX 439 SYDNEY

Reference:

*MR*

Tel: 9544 1520 Fax: 9523 3732

CODE

**CB**

(C) The Owners-Strata Plan No. 7387 certify that pursuant to a resolution passed on 16 January 2012 and

(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law No 1

Amended by-law No. NOT APPLICABLE

as fully set out below:

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

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



(F) The common seal of the Owners-Strata Plan No. 7387 was affixed on 23 January 2012 in the presence of—

Signature(s): *///* *u /*

Name(s): Christopher Parker - STRATA MANAGING AGENT

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

*g*



Form: 15CB  
Release: 3-2

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



**AH808215W**

**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) <b>TORRENS TITLE</b>	For the common property CP/SP7387		
	(B) <b>LODGED BY</b>	Document Collection Box 10/11N	Name, Address or DX, Telephone, and Customer Account Number if any 123723T R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: MR Tel: 9544 1520 Fax: 9523 3732
<b>CODE</b> <b>CB</b>			

- (C) The Owners-Strata Plan No. 7387 certify that pursuant to a resolution passed on 09 May 2013 and  
(D) in accordance with the provisions of Section 52 of the Strata Management Schemes Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special Bylaw 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

As per Annexure 'A'



- (F) The common seal of the Owners-Strata Plan No. 7387 was affixed on 22 May 2013 in the presence of—

Signature(s):

Name(s): Andrew Gavin

Strata Managing Agent

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

## ANNEXURE 'A'

### Special By-Law No. <sup>2</sup>~~1~~ – Internal Renovations (Lot 12)

#### 1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

#### 2. Definitions & Interpretation

2.1 In this by-law:

**"Building"** means the building to which the Works are attached.

**"Common Property"** means the common property for the Strata Scheme.

**"Development Act"** means the *Strata Schemes (Freehold Development) Act 1973*.

**"Executive Committee"** means the executive committee of the Owners Corporation.

**"Lot"** means lot 12 within the Strata Scheme.

**"Management Act"** means the *Strata Schemes Management Act 1996*.

**"Occupier"** means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

**"Owner"** means the owner of the Lot and that owner's successors in title.

**"Owners Corporation"** means the owners corporation for the Strata Scheme.

**"Strata Managing Agent"** means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

**"Strata Plan"** means the strata plan for the Strata Scheme.

**"Strata Scheme"** means the Strata Scheme in respect of which this by-law applies.

**"Strata Legislation"** means the Development Act and the Management Act.



**"Works"** means the following internal renovations to the Lot, where relevant carried out in accordance with the attached engineer's report:

- (a) Removal of a 3m section of a load-bearing wall between the kitchen and lounge rooms, installation of beams and such other associated work required in the engineer's report;
- (b) removal of 150mm high floor hob at the glass sliding doors; and
- (c) Replace all windows (2 bedroom, 1 bathroom, 1 kitchen) and glass sliding doors onto the balcony with safety glass with Crimm safe screens (or similar), complying with safety regulations.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.



### **3.0 Authorisation and Right of Exclusive Use**

---

#### **3.1 Authorisation**

- 3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct such of the Works on the Common Property as have not been done as at the date of this by-law.

#### **3.2 The Grant of Exclusive Use**

- 3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

#### **3.3 Rights of the Owners Corporation**

- 3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

#### **3.4 Responsibility for Maintenance and Upkeep**

- 3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

### **4.0 Terms & Conditions**

---

#### **4.1 Before Commencement of the Works**

- 4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1 give the Owners Corporation at least 7 days' notice of the commencement of the Works;
- 4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and
- 4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.



4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

## **4.2 During the Conduct of the Works**

4.2.1 During the Works the Owner must:

### **4.2.1.1 Standard of Workmanship**

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

### **4.2.1.2 Quality of the Works**

make certain the Works are in accordance with any specification,

### **4.2.1.3 Variation to Works**

not vary the Works without obtaining the prior written approval of the Owners Corporation,

### **4.2.1.4 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

### **4.2.1.5 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

### **4.2.1.6 Times for Renovations**

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

### **4.2.1.7 Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 3.00pm,



#### **4.2.1.8 Interruption to Services**

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

#### **4.2.1.9 Costs of Works**

pay all costs associated with the Works,

#### **4.2.1.10 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

#### **4.2.1.11 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

### **4.3 After the Conduct of the Works**

#### **4.3.1 After the Works are complete, the Owner must:**

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

### **4.4 Enduring Obligations**

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,



- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and
- 4.4.4 ensure that the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the Common Property.

#### **4.5 Indemnity**

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

#### **4.6 Access**

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

#### **5.0 Breach of this By-Law**

- 5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- 5.1.1 rectify any such breach,
- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

*Asin.*

Form: 15CB  
Release: 3-2

## CHANGE OF BY-LAW

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



# AI447155X

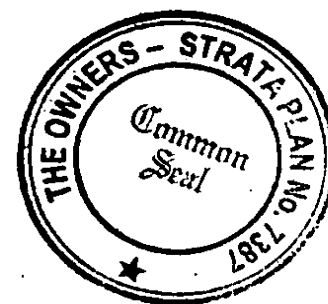
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information, by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search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

(A) TORRENS TITLE	For the common property CP/SP7387		
(B) LODGED BY	Document Collection Box <b>1011N</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>123723T</b> <b>R. D. &amp; S. J. WILLIAMSON</b> <b>LEGAL &amp; STRATA SEARCHERS</b> <b>G.P.O. BOX 2747 SYDNEY 1043</b> <b>DX 439 SYDNEY</b> Reference: <b>MR</b> Tel: 9544 1520 Fax: 9523 3732	CODE

- (C) The Owners-Strata Plan No. 7387 certify that pursuant to a resolution passed on 04 February 2014 and  
(D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special Bylaw 3  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

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

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



- (F) The common seal of the Owners-Strata Plan No. 7387 was affixed on 19 February 2014 in the presence of—

Signature(s):

Name(s): Andrew Gavin

Strata Managing Agent

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



Form: 15CB  
Release: 3-2

## CHANGE OF BY-LAI

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



# AI447156V

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the 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/SP7387		
(B) LODGED BY	Document Collection Box <b>1011N</b>	Name, Address or DX, Telephone, and, if different, a copy to which the <b>R. D. &amp; S. J. WILLIAMSON</b> <b>LEGAL &amp; STRATA SEARCHERS</b> G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: <b>MR</b> Tel. 9544 1520 Fax. 9529 3732	CODE

- (C) The Owners-Strata Plan No. 7387 certify that pursuant to a resolution passed on 04 February 2014 and  
(D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special Bylaw 4  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

As per Annexure 'A'



- (F) The common seal of the Owners-Strata Plan No. 7387 was affixed on 19 February 2014 in the presence of—

Signature(s):

Name(s): Andrew Gavin

Strata Managing Agent

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

**ANNEXURE A**

**SPECIAL BY LAW 4**

**Absolution of Garage Door Motor Maintenance**

Pursuant to Section 62 (3) the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any garage door motor and all associated components attached to an individual garage door at the Strata Scheme.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.



**Please reply to:**

General Manager  
Locked Bag 17,  
Sutherland NSW 1499  
Australia

**Tel** 02 9710 0333

**Fax** 02 9710 0265

DX 4511 SUTHERLAND

**Email** [ssc@ssc.nsw.gov.au](mailto:ssc@ssc.nsw.gov.au)

[www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au)

**ABN** 52 018 204 808

**Office Hours**

8.30am to 4.30pm

Monday to Friday

**Applicant:**

Harding Conveyancing  
PO Box 1078  
GYMEA NSW 2227

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

---

Certificate no:	e149:15/5674	Delivery option:	
Certificate date:	11/11/2015	Your reference:	15315

**Property:**

Lot 14 S/P 7387  
14/34-38 Girrilang Road CRONULLA NSW 2230

**Zone:**

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

*Notes:*

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

*Disclaimer:*

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

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

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### 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).

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

- \* SEPP (Building Sustainability Index: Basix) 2004.
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Affordable Rental Housing) 2009
  
- \* SEPP No. 19 – Bushland in Urban Areas.
- \* SEPP No. 21 – Caravan Parks.
- \* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).
- \* SEPP No. 33 – Hazardous and Offensive Development.
- \* SEPP No. 39 – Spit Island Bird Habitat.
- \* SEPP No. 50 – Canal Estates.
- \* SEPP No. 55 – Remediation of Land.
- \* SEPP No. 62 – Sustainable Aquaculture.
- \* SEPP No. 64 – Advertising and Signage.
- \* SEPP No. 65 – Design Quality of Residential Flat Development.
- \* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).
- \* SEPP (Major Development) 2005.
- \* SEPP (Mining, Petroleum Production and Extractive Industries) 2007.
- \* SEPP (Infrastructure) 2007.

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

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

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

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

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

## **2. Zoning and land use under relevant LEPs**

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

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

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

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

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

- (d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

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

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

### 3. Complying Development

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

#### **General Housing Code**

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

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

#### **Housing Alterations Code**

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

#### **Commercial and Industrial Alterations Code**

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

#### **Commercial and Industrial (New Buildings and Additions) Code**

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

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

#### **Subdivisions Code**

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

### **Rural Housing Code**

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

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

### **General Development Code**

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

### **Demolition Code**

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

### **Fire Safety Code**

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

## **4. Coastal Protection**

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

No

### **4A. Information relating to beaches and coasts**

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



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

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

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

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

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

### **5. Mine Subsidence**

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

No

### **6. Road Widening and Road Realignment**

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

No

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

No

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

No

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

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

The land has been classified as Class 4 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

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

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

No

### **7A. Flood related development controls information**

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

No

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

No

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

## 8. Land reserved for acquisition

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

No

## 9. Contribution Plans

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

- \* The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- \* The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).

## 9A. Biodiversity certified land

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

No

## 10. Biobanking agreements

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

No

## 11. Bush fire prone land

Is the land bush fire prone?

No

## **12. Property Vegetation Plans**

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

No

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

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

No.

## **14. Directions under Part 3A**

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

No

## **15. Site compatibility certificates and conditions for seniors housing**

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

No

## **16. Site compatibility certificates for infrastructure**

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

No

## 17. Site compatibility certificates and conditions for affordable rental housing

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

No

## 18. Paper subdivision information

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

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

No

## 19. Site verification certificates

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

If so, this statement includes:

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

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

No

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

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

No

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

No

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

No

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

No

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

No

### **Any Other Prescribed Matter**

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

No

### **Additional Information**

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

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon  
Manager Environmental Planning

## METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

**SEWERAGE SERVICE DIAGRAM**Municipality of *Sutherland*No. *370804*

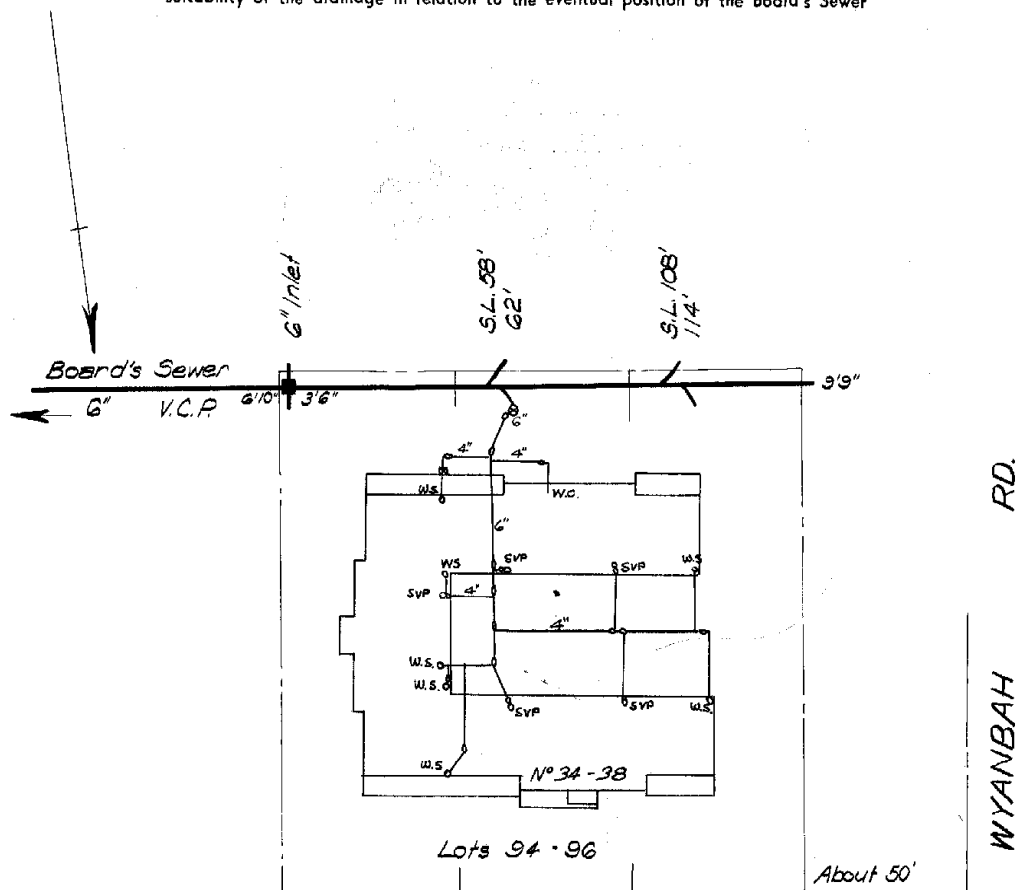
## SYMBOLS AND ABBREVIATIONS

<input type="checkbox"/> Boundary Trap	<input type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

## 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



GIRRILANG

RD.

RATE No. \_\_\_\_\_ W.C.s. \_\_\_\_\_ U.C.s. \_\_\_\_\_ 19 \_\_\_\_\_

SHEET No. *4669*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date	
Bth.	Inspector	/ / /	Date	Inspector	/ / /	
Shr.			Outfall			HL
Bsn.			Drainer			LL
K.S.			Plumber			
T.	Chief Inspector	/ / /	<i>213-487</i> <i>213-670</i> <i>213-669</i> <b>1326 113</b>			
Plg.			Boundary Trap			
Dge. Int.						

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