

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 74201244	NSW DAN:
vendor's agent	Morton 7 2 Archibald Avenue WATERLOO NSW 2017		Phone: 0406 888 028 Fax: Ref: Calvin Chan
co-agent			
vendor	STEPHEN HUNTER KENDON, KATHERINE JOY KENDON Unit 108 266 Pitt Street WATERLOO NSW 2017		
vendor's solicitor	Titlespace Suite 106, Level 1 109 Pitt Street Sydney NSW 2000		Phone: 02 8066 0527 Fax: Ref: 200693
date for completion	42 days after the contract date	(clause 15)	Email: daniella@titlespace.com.au
land	108/266 PITT ST WATERLOO NSW 2017		
(Address, plan details and title reference)	LOT 61 IN STRATA PLAN 71897 61/SP71897		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA

Electronic transaction (clause 30) ☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service 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 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input checked="" type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract Other <input type="checkbox"/> 59
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Stratawide

02 9395 8888

PO Box Q89 QVB NSW 1230

info@stratawide.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, 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

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve the certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

ADDITIONAL CONDITIONS TO CONTRACT FOR THE SALE AND PURCHASE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

33. GENERAL

The parties agree that:

33.1 Clause 7.1.1 is amended to 1%.

33.2 Clause 7.1.3 is amended by substituting '7' for '1 4'.

33.3 Clause 16.12 is deleted.

33.4 Clause 23.9.3 is amended by deleting 'or before completion'.

33.5 Delete clauses 23.13 and 23.14 and replace with:

'The Purchaser shall obtain the certificate under s184 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme. The Vendor will duly authorize the Purchaser to obtain said certificate'.

34. CONDITION OF PROPERTY

34.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear).

34.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent and patent, including:

- (a) all infestations and dilapidations (if any);
- (b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
- (c) the presence of any sewer or manhole or vent on the property;
- (d) any rainwater downpipes being connected to the sewer, and/or;
- (e) compliance or otherwise with any covenants

disclosed or not disclosed herein, and the Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

34.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this Contract. The Vendor is not responsible for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or reasonable wear and tear to the furnishing and chattels (if any) occurring after the date of this Contract.

34.4 The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

35. DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this Contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the Contract and clause 19 of the Contract shall apply.

36. ESTATE AGENT & COMMISSION

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them jointly and severally) against any claim from commission which might be made by any agency resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. The Vendor warrants that the Vendor has not entered into any sole or exclusive agency agreement with any real estate agent other than the Vendor's agent named on the front page of this Contract. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

37. ENTIRE AGREEMENT

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract.

38. NOTICE TO COMPLETE

38.1 Completion of this matter shall take place on or before 3.30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion. Should the Vendor serve a Notice to Complete, the Purchaser will be liable for a fee of two hundred and twenty dollars (\$220) inclusive of GST payable by way of an adjustment in the Vendor's favour on completion to cover the cost for issuing such Notice.

38.2 The service of any Notice or Document under or relating to this Contract may, in addition to the provision of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any case shall be deemed to be duly given or made, except where:

- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
- (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not have been given or made.

39. INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the Purchaser shall pay the Vendor on completion in addition to the balance of purchase moneys and any other moneys payable to the Vendor, interest on the balance of purchase moneys calculated at the rate of eight percent per annum (8%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

40. SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either aboveground or in ground), then the Vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirement imposed by the Swimming Pool Act 1992 and the Regulations prescribed therein (or any amendment in relation thereto). The Purchaser acknowledges that the Vendor shall not be obliged to comply with any notice made in accordance with the Swimming Pools Act 1992 (or any amendment in relation thereto) which issued on, before or after the date of this Contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of or alteration to a fence or other work pursuant to such Act or regulations, the Purchaser must comply therewith.

at their expense and the Purchaser cannot require the Vendor to contribute to the cost of, or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any matter arising from this clause.

41. FIRB

41.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.

41.2 In the event of any breach of the said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. The warranty and indemnity shall not merge on completion.

42. DEPOSIT BY INSTALMENTS

42.1 Notwithstanding any other provision of this Contract, on the making of this Contract the Vendor may accept payment by the Purchaser of the ten percent (10%) deposit in instalments.

42.2 The Purchaser warrants that the balance or last instalment of the Deposit being the difference between the amount paid on the making of this Contract and 10% of the purchase price will be paid to the Vendor by the Purchaser on or before completion or immediately upon the occurrence of a default by the Purchaser of any obligation hereunder which entitled the Vendor to forfeit the deposit and terminate this Contract for sale of land.

42.3 If the deposit is paid in instalments, with the first instalment being less than 10% then clause 2.9 is amended by deleting 'parties equally' on line 3 and substituting "Vendor".

43. SETTLEMENT

In the event settlement does not take place at the scheduled time, or does not take place at a rearranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional one hundred and ten dollars (\$110 GST inclusive) on settlement to cover the legal costs and other expenses incurred as a consequence of the delay.

44. BUILDING CERTIFICATE

44.1 Subject to the provision of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the Purchaser applies for a building certificate from the local council after the date of this Contract and the council after the date of this Contract but before completion:-

- (a) a work order under any legislation is made;
- (b) refuses to issue the certificate for any reason; or
- (c) informs the Purchaser of works to be done before it will issue the building certificate: then the Purchaser shall not be entitled to make any objection, requisition or claim for compensation, rescind, delay completion nor require the Vendor to do any work to the property to enable the certificate to issue. If this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his/her own expense.

45. TITLE SUBJECT TO ENCROACHMENTS ETC

Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, the Purchaser takes title subject to:

- (a) Any encroachment by or upon the property.
- (b) Any non-compliance with the Local Government Act 1993 (NSW) by improvements erected on the property.

46. GUARANTEE

In consideration of the Vendor entering into this Contract with the Purchaser, the directors of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract, and jointly and severally indemnify and will keep the Vendor indemnified at all times from and against any loss, damage, cost, charge or expense whatsoever, in connection with, arising from or in consequence of any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee is a continuing guarantee and will not merge on completion and will not be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter or thing whatsoever, and will be deemed to constitute a principal obligation between each of the directors of the Purchaser and the Vendor until the Purchaser's obligations under the Contract have been fully performed.

47. FINANCE

Where the Purchaser require finance:

47.1 The Purchaser confirm and warrant to the Vendor that the Purchaser have at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to the Purchaser.

47.2 The Purchaser acknowledge that as a consequence of the disclosure made in this clause this Contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (New South Wales) Act 1995.

48. CORRECTION OF ERROR IN ADJUSTMENTS AT COMPLETION

If after completion an adjustment as required under this Contract was adjusted incorrectly or by error, the parties agree to correct such adjustment or error and cause a full payment to be made for rectifying such incorrect adjustment or error within seven (7) days (and time is of essence in this respect) of receipt of written notification from the party entitled to reimbursements. This clause shall not merge on completion.

49. ELECTRONIC SETTLEMENT

49.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law

49.2 Within 7 days of exchange the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.

49.3 The Purchaser must join the workspace and create an electronic transfer and invite any incoming mortgagee to join.

49.4 Anything that cannot be delivered electronically must be served on the receiving party seven business days prior to settlement. The receiving party is to hold the same in trust pending settlement occurring.

49.5 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default.

49.6 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

50. ORDER ON THE AGENT

The parties agree that the Order on the Agent is to be uploaded in the PEXA workspace by no later than the morning of settlement. The Order on the Agent will be held in escrow pending completion.

51. REQUISITIONS

If the purchaser is or becomes entitled to make any requisition under Clause 5.2 of this Contract, then the Purchaser may only make requisitions in the form annexed to this Contract.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. 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.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. 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 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.
 - (ii) 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?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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 the completion date.



FOLIO: 61/SP71897

SEARCH DATE	TIME	EDITION NO	DATE
27/10/2020	7:12 PM	6	28/2/2019

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

LAND

LOT 61 IN STRATA PLAN 71897
AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

STEPHEN HUNTER KENDON
KATHERINE JOY KENDON
AS JOINT TENANTS

(T AJ473299)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP71897
- 2 AP92931 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP71897

SEARCH DATE	TIME	EDITION NO	DATE
27/10/2020	7:13 PM	21	24/9/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 71897
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP71897

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 71897
ADDRESS FOR SERVICE OF DOCUMENTS:
STRATAWIDE MANAGEMENT PTY LTD
PO BOX Q 89
QUEEN VICTORIA BUILDING NSW 1230

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H309916 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN 1.23
METRES WIDE IN THE TITLE DIAGRAM
- 3 K900063 EASEMENT FOR STORMWATER DRAINAGE 10.06 & 6.095 WIDE
AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN
SO BURDENED IN THE TITLE DIAGRAM
AA211153 SITE 10.06 WIDE REDUCED TO 4 WIDE AND SHOWN AS
SITE 'E2' ON DP1049162
- 4 AA987496 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO
8332 TOGETHER WITH RIGHT OF WAY AND EASEMENT FOR
ELECTRICITY PURPOSES AFFECTING ANOTHER PART OF THE
LAND ABOVE DESCRIBED SHOWN IN PLAN (PAGE 5) WITH
AA987496. EXPIRES: 31/8/2054.
AK971351 LEASE OF LEASE AA987496 TO BLUE ASSET PARTNER
PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD,
ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE
2.3 (b) (ii)
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP71897

PAGE 2

SECOND SCHEDULE (6 NOTIFICATIONS) (CONTINUED)

OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1
AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY
SERVICES PTY LTD
AK971571 CHANGE OF NAME AFFECTING LEASE AA987496 LESSEE
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION
5 AN217137 INITIAL PERIOD EXPIRED
6 AQ418751 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 71897

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 2		2 - 34		3 - 23		4 - 57	
5 - 49		6 - 43		7 - 27		8 - 21	
9 - 17		10 - 28		11 - 27		12 - 26	
13 - 69		14 - 64		15 - 45		16 - 45	
17 - 45		18 - 45		19 - 45		20 - 45	
21 - 45		22 - 45		23 - 64		24 - 69	
25 - 59		26 - 69		27 - 45		28 - 45	
29 - 45		30 - 50		31 - 45		32 - 45	
33 - 45		34 - 45		35 - 59		36 - 48	
37 - 59		38 - 64		39 - 90		40 - 90	
41 - 85		42 - 85		43 - 52		44 - 52	
45 - 52		46 - 52		47 - 52		48 - 23	
49 - 22		50 - 18		51 - 29		52 - 28	
53 - 27		54 - 71		55 - 66		56 - 71	
57 - 66		58 - 45		59 - 51		60 - 50	
61 - 45		62 - 45		63 - 45		64 - 50	
65 - 50		66 - 45		67 - 71		68 - 71	
69 - 71		70 - 50		71 - 45		72 - 50	
73 - 50		74 - 45		75 - 50		76 - 45	
77 - 50		78 - 71		79 - 71		80 - 71	
81 - 66		82 - 73		83 - 68		84 - 73	
85 - 68		86 - 73		87 - 28		88 - 22	
89 - 18		90 - 30		91 - 29		92 - 28	
93 - 72		94 - 72		95 - 71		96 - 66	
97 - 51		98 - 51		99 - 46		100 - 51	
101 - 51		102 - 51		103 - 51		104 - 51	
105 - 72		106 - 72		107 - 72		108 - 72	
109 - 51		110 - 51		111 - 51		112 - 51	
113 - 51		114 - 51		115 - 51		116 - 51	
117 - 72		118 - 72		119 - 72		120 - 72	
121 - 71		122 - 76		123 - 71		124 - 77	
125 - 57		126 - 52		127 - 24		128 - 77	

END OF PAGE 2 - CONTINUED OVER

200693

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP71897

PAGE 3

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

STRATA PLAN 71897

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
129	- 76	130	- 46	131	- 46	132	- 75
133	- 62	134	- 51	135	- 71	136	- 79
137	- 53	138	- 79	139	- 52	140	- 79
141	- 52	142	- 79	143	- 52	144	- 89
145	- 72	146	- 77	147	- 72	148	- 77
149	- 89	150	- 79	151	- 52	152	- 79
153	- 52	154	- 79	155	- 52	156	- 79
157	- 52	158	- 52	159	- 75	160	- 77
161	- 62	162	- 77	163	- 77	164	- 52
165	- 52	166	- 76	167	- 76	168	- 76
169	- 76	170	- 76	171	- 76	172	- 76
173	- 76	174	- 76	175	- 5	176	- 5
177	- 5	178	- 5	179	- 5	180	- 5
181	- 5	182	- 5	183	- 5	184	- 5
185	- 5	186	- 5	187	- 5	188	- 5
189	- 5	190	- 5	191	- 5	192	- 5
193	- 5	194	- 5	195	- 5	196	- 5
197	- 5	198	- 5				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200693

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

PLAN OF SUBDIVISION OF LOT 1 D.P. 1049162

L.G.A. : SOUTH SYDNEY Suburb/Locality : WATERLOO

- (1) each applicable requirement of:
 - Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 - Schedule 1A to the Strata Schemes (Leasehold Development) Act 1996 has been met;
- (2) (a) the building encroaches on a public place;
(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate assessment has been created by notified;
is to be created under section 883 of the Conveyancing Act 1946;
- (3) the survey information recorded in the accompanying location plan is accurate.

(3) - the survey information recorded in the accompanying location plan is accurate.

(3) - the survey information recorded in the accompanying location plan is accurate.

Signature: 
Date: 8TH DECEMBER, 2003

+ State whether denying or plan, and quota registered number

	Mixed Use	Model By-laws adopted for this scheme (insert type being adopted)
x		

~~* Schedule of By-laws in connection with plant~~

~~* No By-Laws apply~~
* Strains out whichever is inapplicable

TENTITLEMENTS

UNIT ENTITLEMENTS
SHEET 3

Mixed Use
 x *(insert type being adopted)* **Model By-laws adopted for this schedule**
Keeping of Animals : Option A/B/C-

SIGNED SEALED AND DELIVERED
by OCBC Nominees (Aust) Pty Ltd.

by Lim Ah Hoon & Ong Siew Hong
 its attorneys under a power of
 attorney dated 22 August 1996 &
 Registration No. 216 Book 4143

Johnson Chan
in the presence of
Johnson Chan
Witness

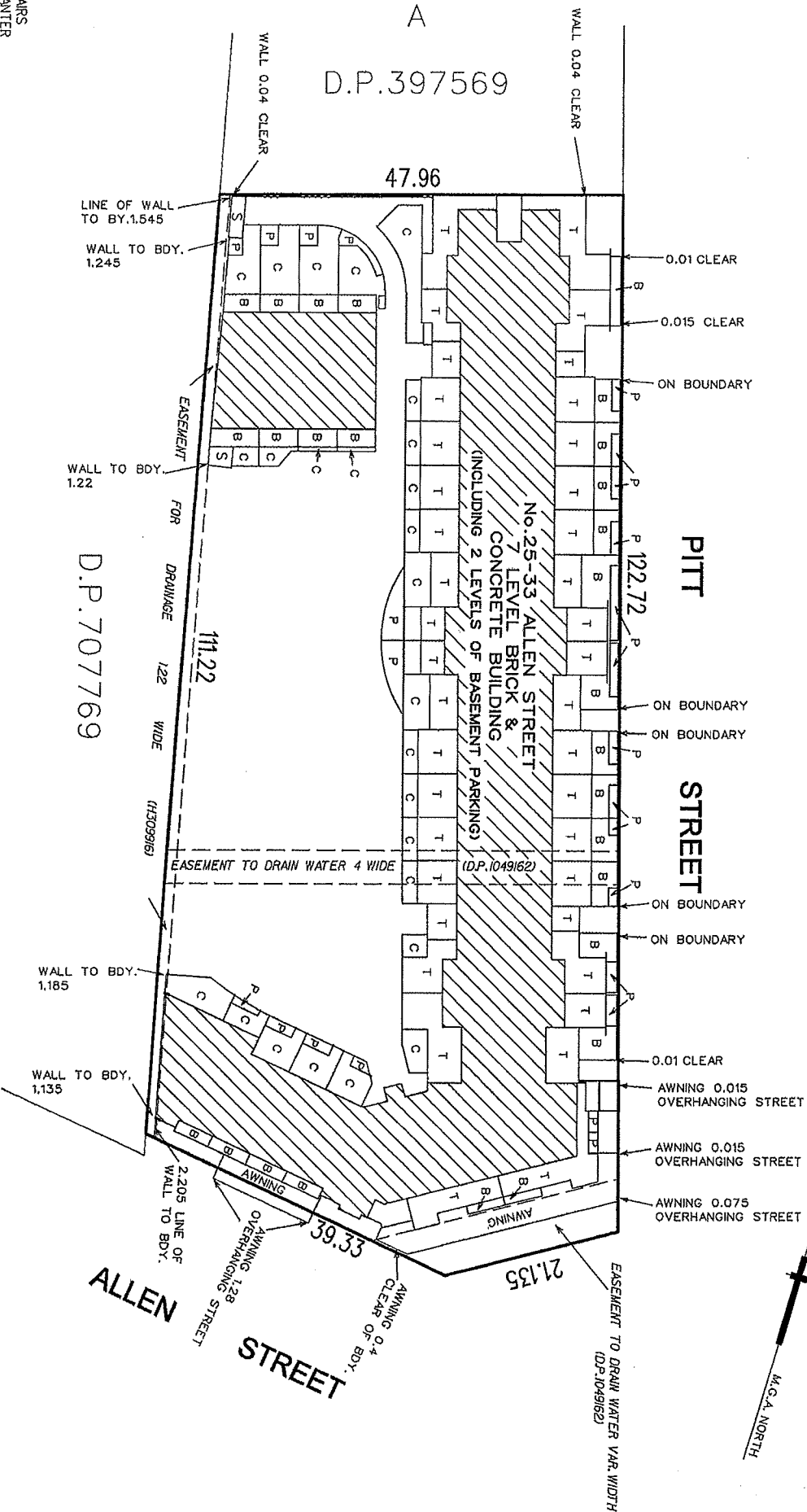
Digestor

SURVEYOR'S REFERENCE: 68933

LOCATION PLAN

SP71897

- S - DENOTES STAIRS
- P - DENOTES PLANTER
- B - DENOTES BALCONY
- C - DENOTES COURTYARD
- T - DENOTES TERRACE



*OFFICE USE ONLY

SP71897

*OFFICE USE ONLY

LOT No.	UNIT ENTITLEMENT
1	2
2	34
3	23
4	27
5	49
6	43
7	27
8	21
9	17
10	28
11	27
12	26
13	69
14	64
15	45
16	45
17	45
18	45
19	45
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21	45
22	45
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41	85
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43	52
44	52
45	52
46	52
47	52
48	23

LOT No.	UNIT ENTITLEMENT
49	22
50	18
51	29
52	28
53	27
54	71
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87	28
88	22
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94	72
95	71
96	66

LOT No.	UNIT ENTITLEMENT
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144	89

LOT No.	UNIT ENTITLEMENT
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146	77
147	72
148	77
149	89
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LOT No.	UNIT ENTITLEMENT
193	5
194	5
195	5
196	5
197	5
198	5
AGGREGATE	10000



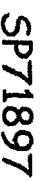
Reduction Ratio 1: Lengths are in metres

Ala Shah

Registered Surveyor

Consent/Manager/Assistant/Person/ Accredited/ Certifier

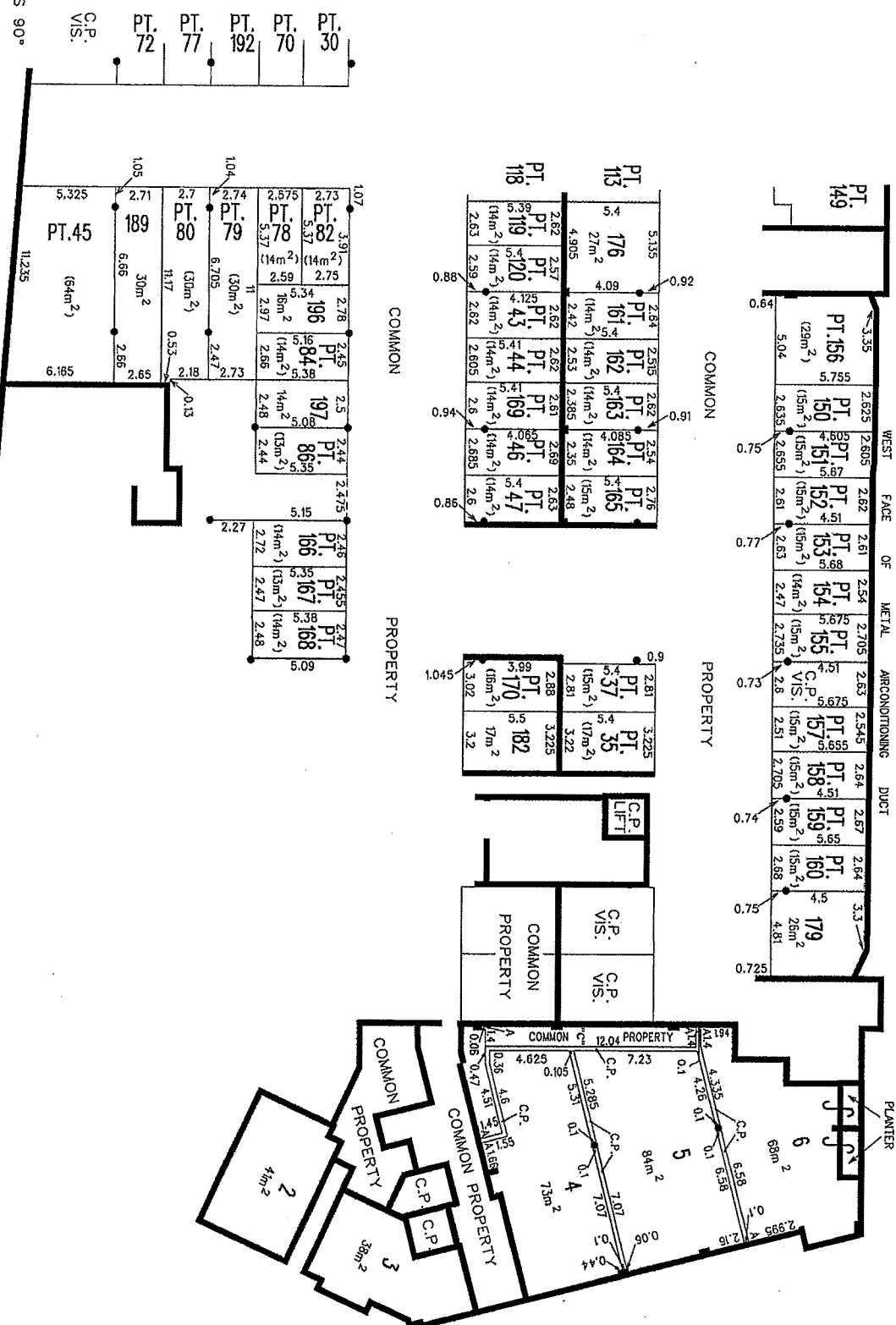
SURVEYOR'S REFERENCE: 68933



General Manager/Authorized Person/Accredited Certifier

M.C.A. NORTH

*OFFICE USE ONLY



WHERE SHOWN  \pm 0.05 FROM CENTRELINE OF COLUMN

PART BASEMENT 1

Reduction Ratio 1:250 Lengths are in metres



Req:R867956 /Doc:SP 0071897 P /Rev:18-Dec-2003 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 19:16 /Seq:6 of 16
© Office of the Registrar-General /Src:INFOTRACK /Ref:200693

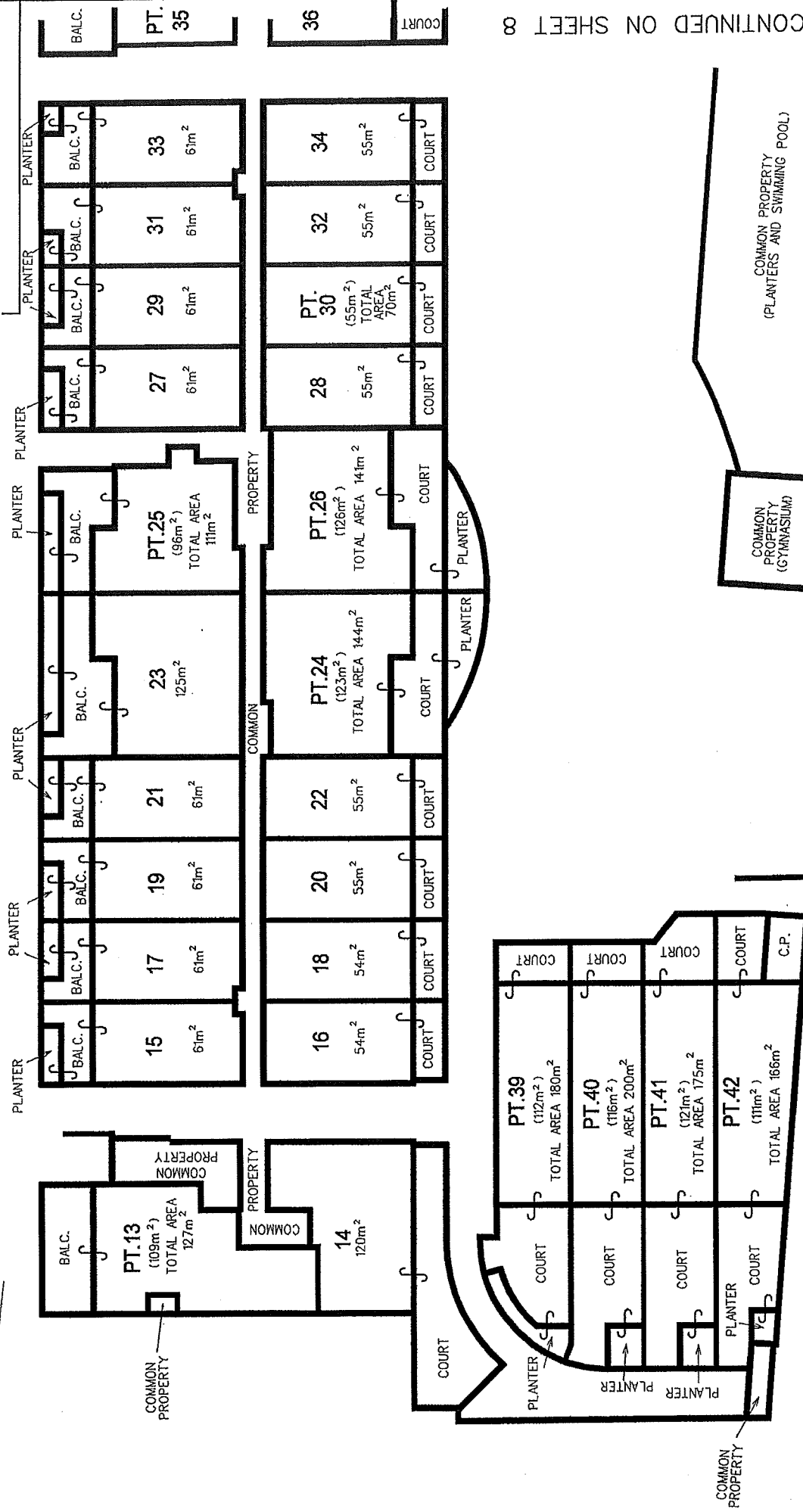
SURVEYORS REFERENCE: 68933

Registered Surveyor

Center for Minority Health Promotion / Accredited Certifier

M.G.A. NORTH

SP71897



C.P. DENOTES COMMON PROPERTY

WHERE NOT COVERED, BALCONIES, PLANTERS AND COURTS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE RESPECTIVE LOT ON THE GROUND FLOOR AND WHERE NOT CONCRETE PAVED ARE LIMITED IN DEPTH TO 1 BELOW THAT SURFACE

PART GROUND FLOOR

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 68933

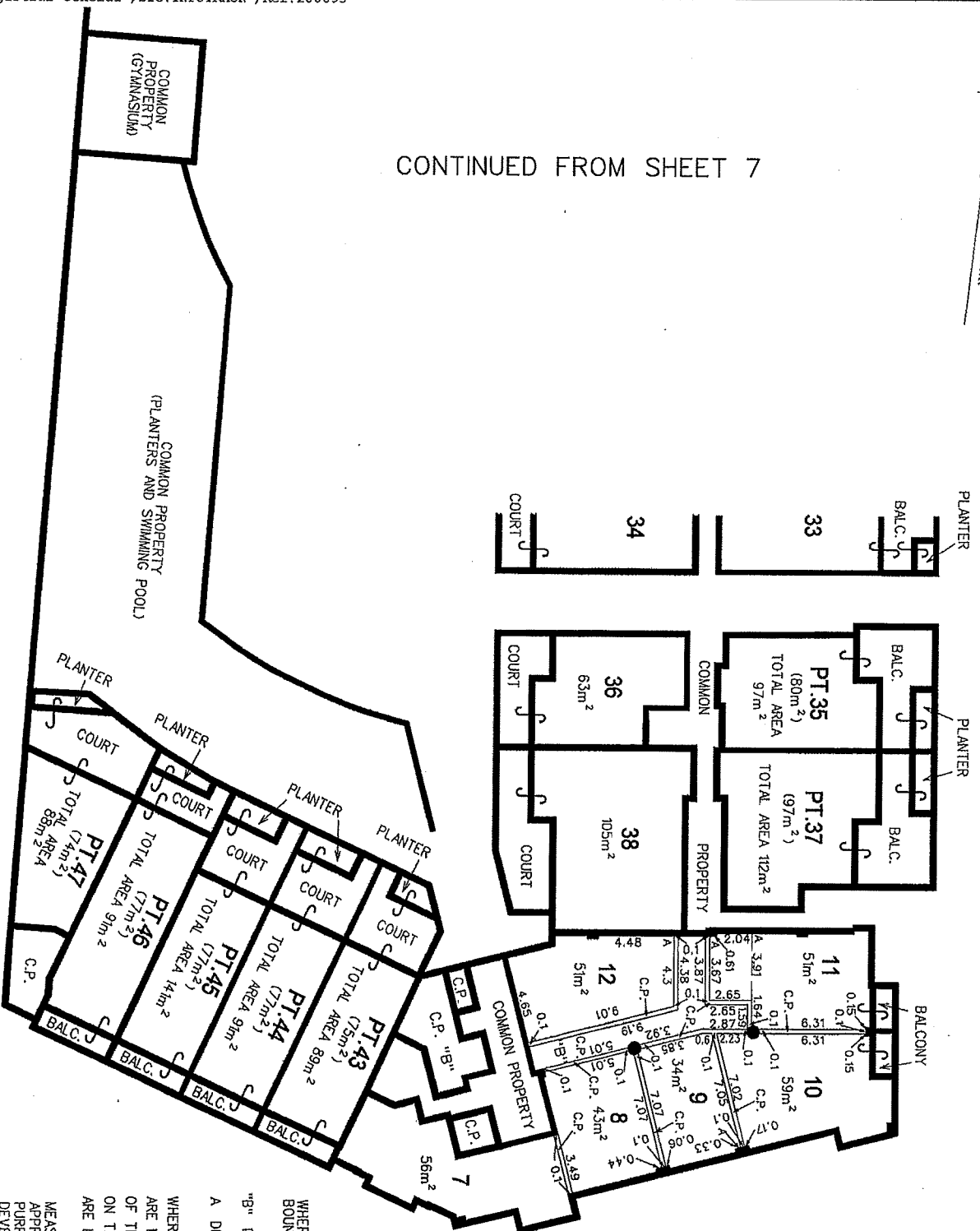
General Manager/Authorised Person/Accredited Certifier

CONTINUED ON SHEET 8

*OFFICE USE ONLY



CONTINUED FROM SHEET 7



SP71897

PART GROUND FLOOR



WHERE SHOWN THIS
BOUNDARY IS 0.05 FROM CENTRELINE OF COLUMN

"B" DENOTES AREA FOR EXCLUSIVE USE OF LOTS 7 TO 12 INCLUSIVE.

A DENOTES 90°

WHERE NOT COVERED, BALCONIES, PLANTERS AND COURTS
ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
OF THE CONCRETE FLOOR OF THE RESPECTIVE LOT
ON THE GROUND FLOOR AND WHERE NOT CONCRETE PAVED
ARE LIMITED IN DEPTH TO 1 BELOW THAT SURFACE

MEASUREMENTS OF FLOOR AREA SHOWN ARE
APPROXIMATE AND ARE CALCULATED FOR THE
PURPOSE OF THE STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973 ONLY.

C.P. DENOTES COMMON PROPERTY

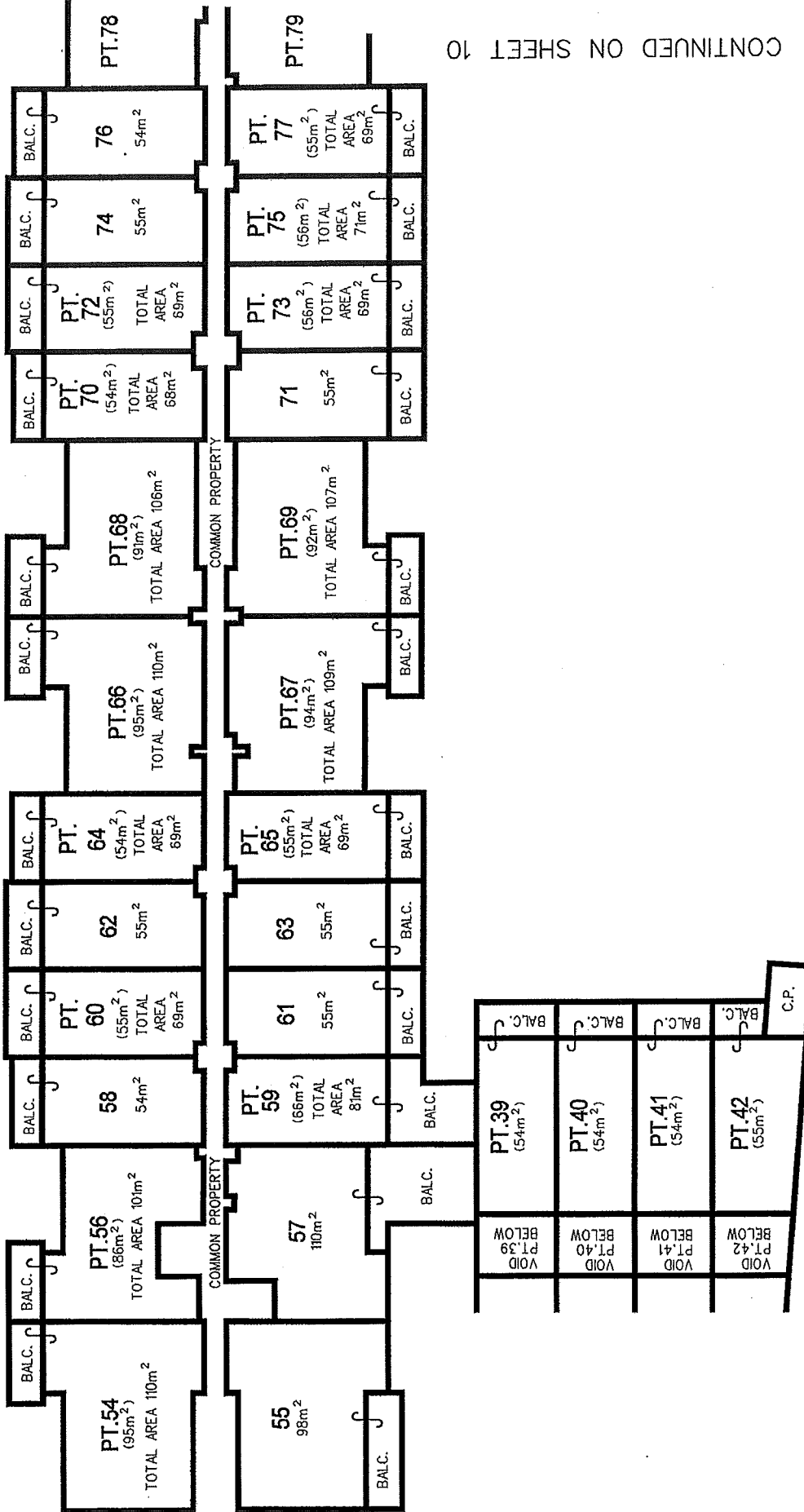
Reduction Ratio 1:250 Lengths are in metres





SP71897

*OFFICE USE ONLY



CONTINUED ON SHEET 10

C.P. DENOTES COMMON PROPERTY

WHERE NOT COVERED, BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

PART LEVEL 1

Reduction Ratio 1:250 Lengths/are in metres

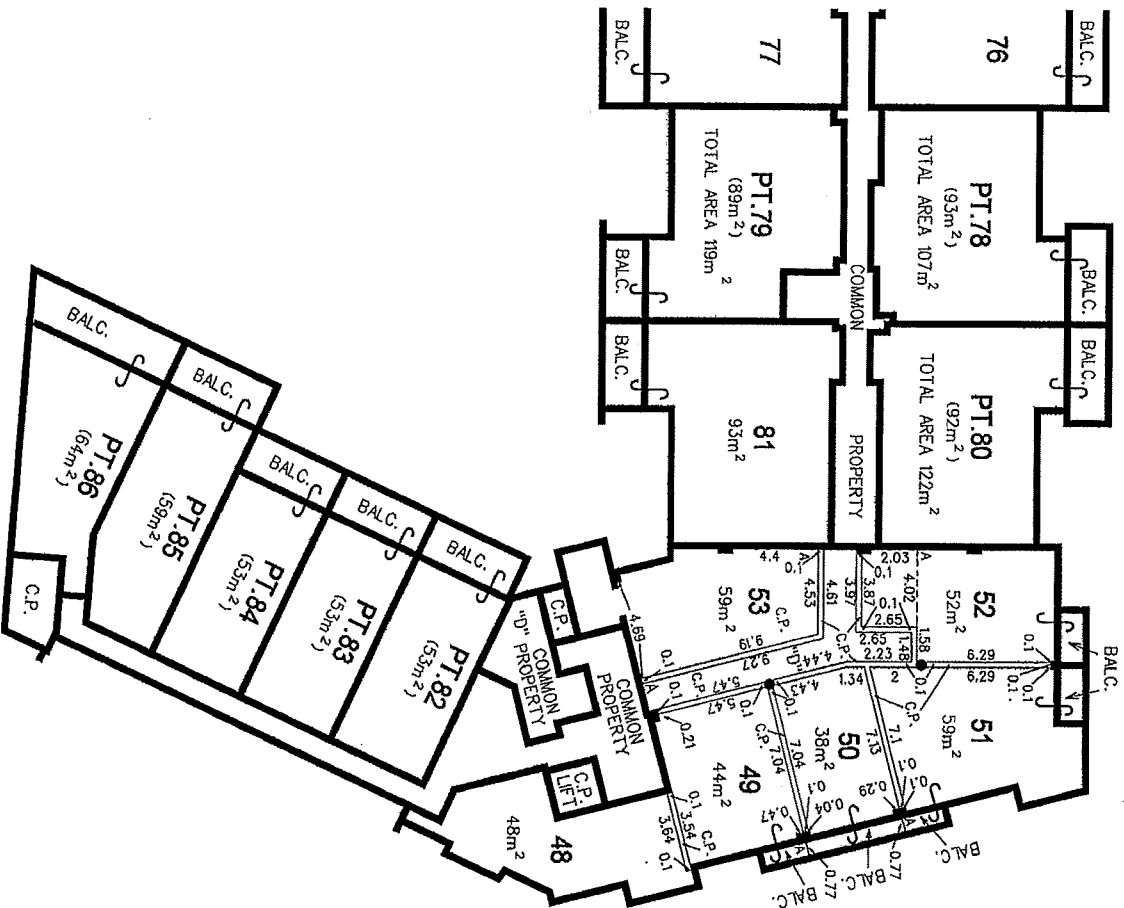


Registered Surveyor
SURVEYOR'S REFERENCE: 68933

General Manager/Honorary Treasurer/Accredited Certifier

M.C.A NORTH


CONTINUED FROM SHEET 9



PART LEVEL 1

SP71897

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

WHERE SHOWN THUS  BOUNDARY IS TO CENTRE OF COLUMN

WHERE SHOWN THUS  BOUNDARY IS 0.05 FROM CENTRELINE OF COLUMN

C.P. DENOTES COMMON PROPERTY

WHERE NOT COVERED, BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

"D" DENOTES AREA FOR EXCLUSIVE USE OF LOTS 48 TO 53 INCLUSIVE

Reduction Ratio 1:250 Lengths are in metres



Registered Surveyor

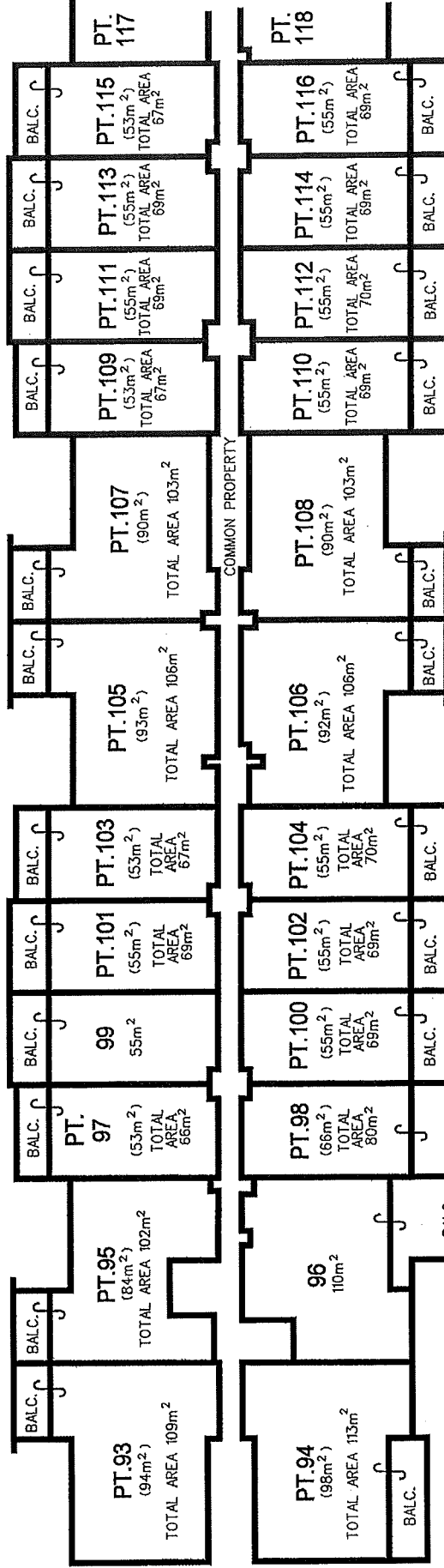
SURVEYORS' REFERENCE: 68933

General Manager/Authorised Person/Accredited Certifier

M.G.A. NORTH

SP71897

*OFFICE USE ONLY



CONTINUED ON SHEET 12

C.P. DENOTES COMMON PROPERTY
WHERE NOT COVERED BALCONIES ARE
LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF
THE CONCRETE FLOOR THEREOF.
MEASUREMENTS OF FLOOR AREA SHOWN ARE
APPROXIMATE AND ARE CALCULATED FOR THE
PURPOSE OF THE STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973 ONLY.

PART LEVEL 2



Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 68933

General Manager / Authorised Signatory / Accredited Certifier

SP71897



PART LEVEL 2

WHERE SHOWN THUS  BOUNDARY IS TO CENTRE OF FACE OF COLUMN

WHERE SHOWN THUS  BOUNDARY IS 0.05 FROM CENTRELINE OF COLUMN

WHERE NOT COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

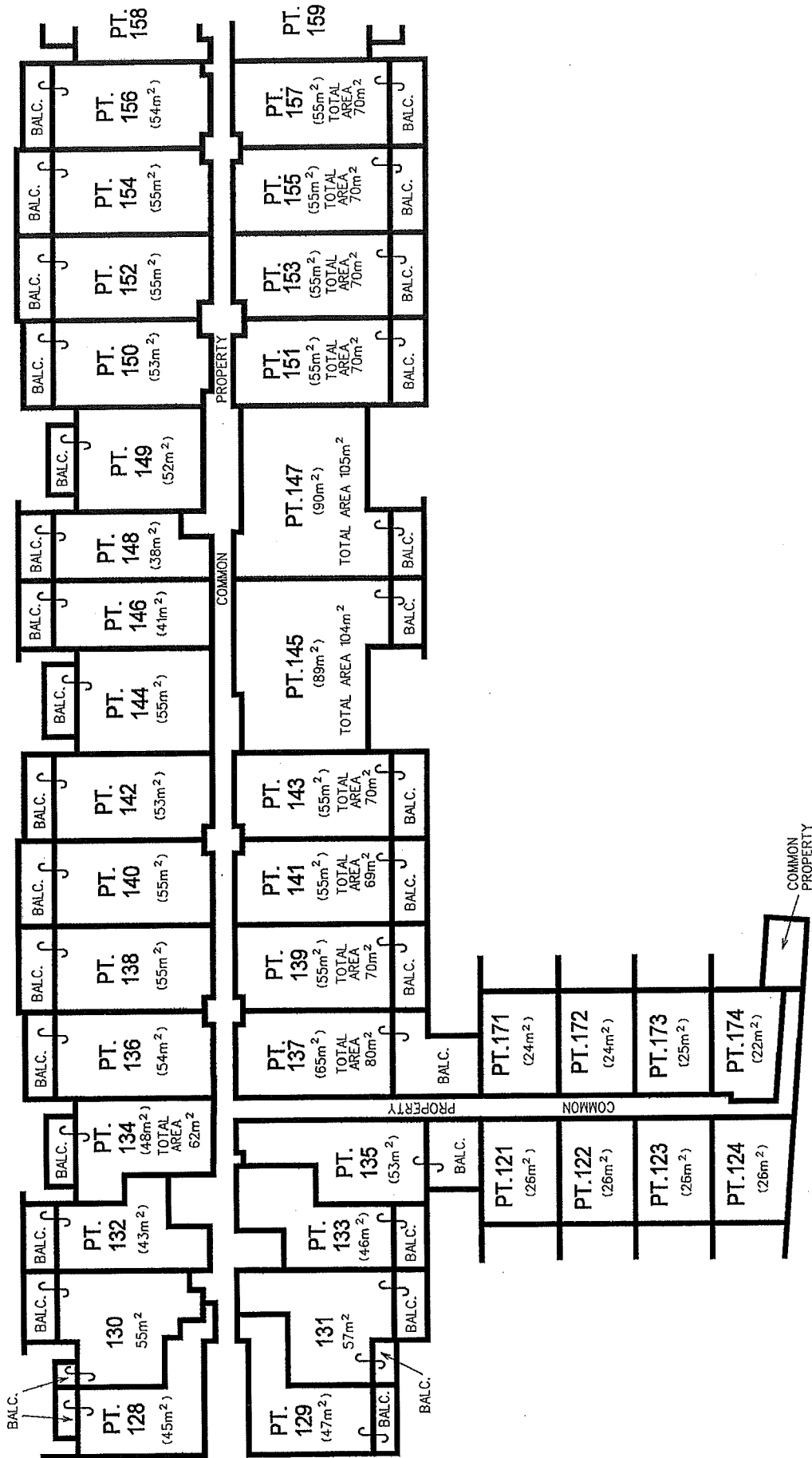
"E" DENOTES AREA FOR EXCLUSIVE USE OF LOTS 87 TO 92 INCLUSIVE
C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1:250 Lengths are in metres



M.G.A. NORTH

SP71897



CONTINUED ON SHEET 14

WHERE NOT COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

PART LEVEL 3

Reduction Ratio 1:250 Lengths are in metres

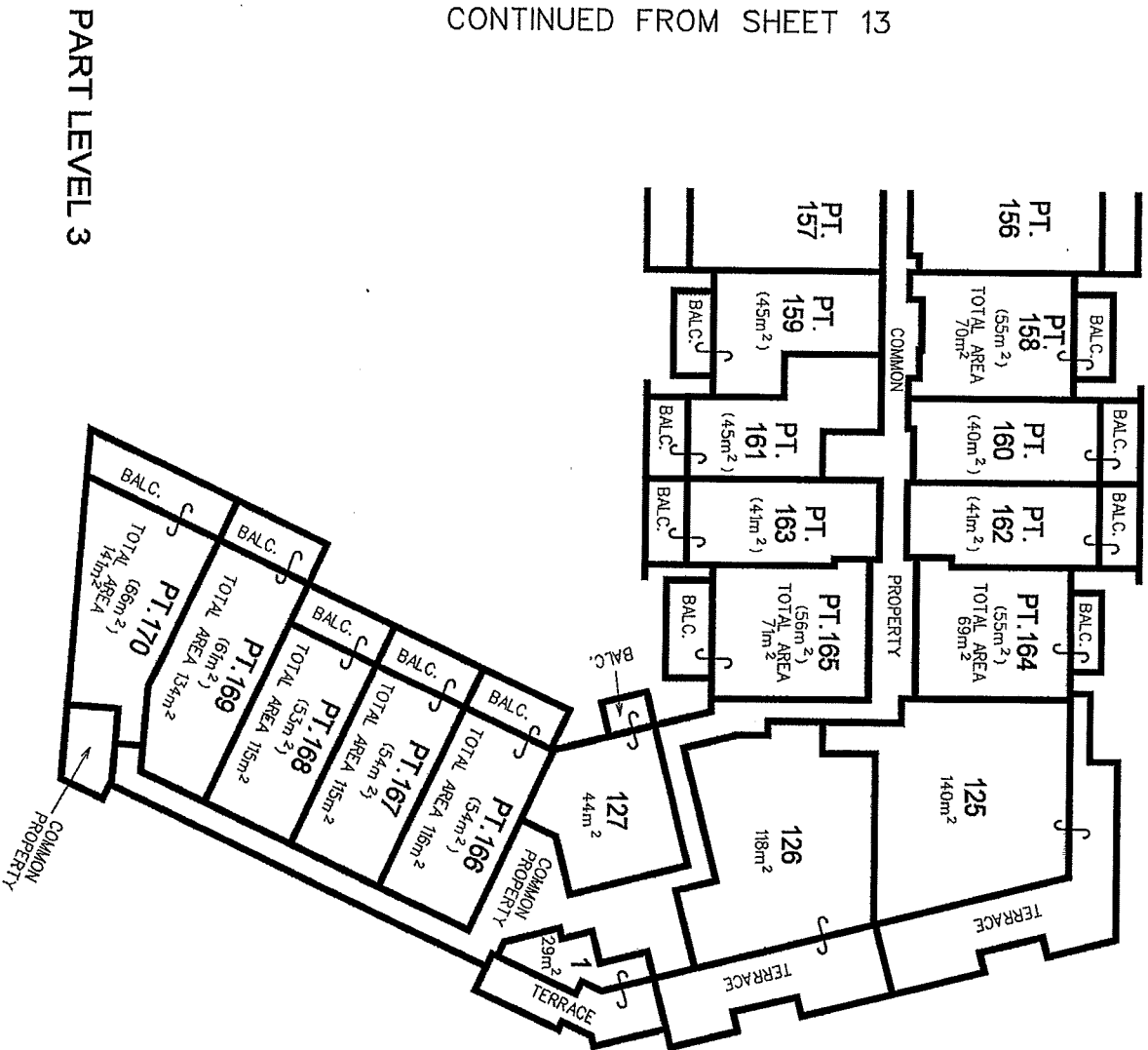
Registered Surveyor

General Manager / Professional Design / Accredited Certifier

SURVEYORS REFERENCE: 68933



SP71897



WHERE NOT COVERED BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.
 MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

Reduction Ratio 1:250 Lengths are in metres



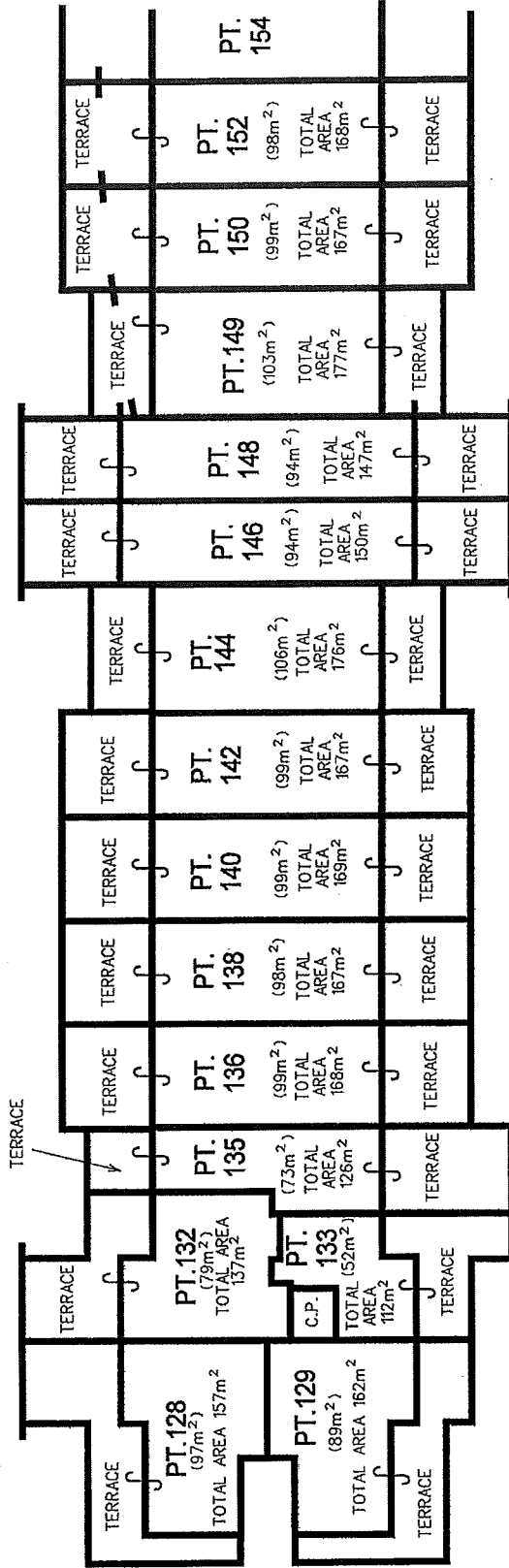
Al. M. J.
 Registered Surveyor

Cancelled/Manager/Withdrawn/Person/ Accredited Certifier

SURVEYOR'S REFERENCE: 68933

M.G.A. NORTH

SP71897



BALC.	PT. 171 (78m ²) TOTAL AREA 124m ²	BALC.
BALC.	PT. 172 (78m ²) TOTAL AREA 117m ²	BALC.
BALC.	PT. 173 (78m ²) TOTAL AREA 116m ²	BALC.
BALC.	PT. 174 (89m ²) TOTAL AREA 127m ²	BALC.

C.P. DENOTES COMMON PROPERTY

WHERE NOT COVERED TERRACES AND BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

PART LEVEL 4

CONTINUED ON SHEET 16



Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor

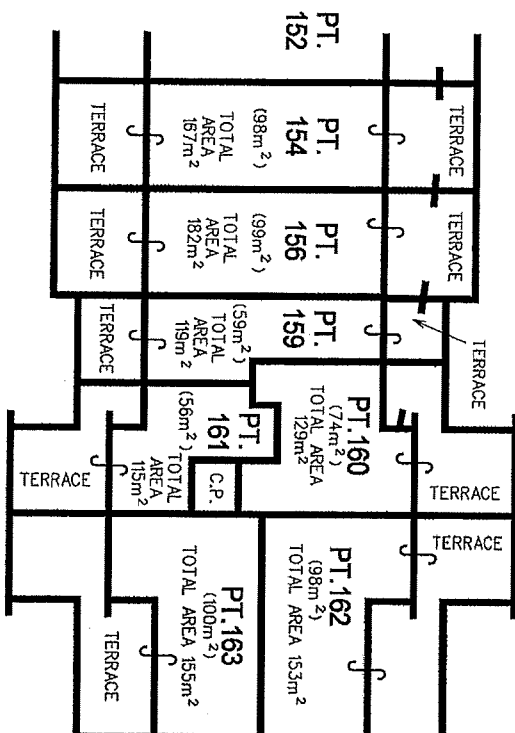
Surveyors' Association of New South Wales

SURVEYORS' REFERENCE: 68933

General Manager / Accredited Certifier

M.G.A. NORTH

SP71897



PT.166
(48m²)

PT.167
(48m²)

PT.168
(48m²)

PT.169
(59m²)

C.P. DENOTES COMMON PROPERTY

WHERE NOT COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

PART LEVEL 4

Reduction Ratio 1:250 Lengths are in metres



Registered Surveyor

~~Consent/Not Consented~~ / Approved / Accredited Certificate

*OFFICE USE ONLY



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

b State in full the name of the person who furnished the consideration money.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon or furnished as an exhibit signed by the parties and the signatures witnessed.

Where the Registrar-General is required to certify and plan mentioned in the Real Government Act, 1919, should accompany the transfer.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to Instruments executed elsewhere, see Section 107 of the Real Property Act 1900, Section 108 of the Conveyancing Act, 1919-1934 and Section 52A of the Evidence Act 1898-1934.

g 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."

THIS SPACE TO BE LEFT FREE FROM NOTATION.

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 12A SHOULD BE USED.

R.P. 13. No. **H 309916**

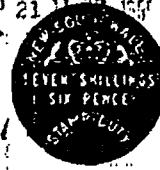
New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

BEARD WATSON & COMPANY LIMITED

FEES— £ s. d.
Lodgment 2 : :
Endorsement : :
Certificate 2 : 10 :
Stamp 10 :
Total 4 : 10 :
21/9/59



Using 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 **FIFTY FIVE THOUSAND POUNDS**

(£55,000-00) (the receipt whereof is hereby acknowledged) paid to it by

SNOWS PROPERTIES LIMITED

do hereby transfer to

SNOWS PROPERTIES LIMITED

(herein called transferee)

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

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Vol.	
CUMBERLAND	ALEXANDRIA	PART	3637	105	BEING lots B, C. and D. in Miscellaneous Plan of Subdivision (R.P.) No.97569.

And the Transferee covenants with the Transferor etc.

SEE ANNEXURE "A".
ENCUMBRANCES, &c., REFERRED TO.

Signed at **SYDNEY** the twentyfourth day of February 1959.

~~Signed in my presence by the Transferor~~
THE COMMON SEAL of BEARD WATSON & COMPANY LIMITED was hereunto affixed by order of the Board of Directors in the presence of:

Secretary.

THE COMMON SEAL of SNOWS PROPERTIES LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

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

Director
Director

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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.

94298 26/2/59 S.P.A. done

HI 302916

LODGED BY BALDICK & MAGPHERSON
SOLICITORS
14 HERRIN PLACE
SYDNEY

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.
Signed at my presence by
Dated at
this
day of
19

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.
just executed the within transfer;
Signed at
the
Signed in the presence of—
the
day of
19

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at
nine hundred and
and declared that he personally knew
signing the same, and whose signature he has attested; and that the name purporting to be such
the person
own handwriting, and
signature of the said
he was of sound mind and freely and voluntarily signed the same.
To be signed by
Registrar-General,
Deputy Registrar,
Clerk, or a Notary
Public, J.P., Commissioner for Affidavits, or
other functionary
before whom the
deponent is required to
appear, attesting
before one of these
parties,
signed or acknowledged
instrument itself be
signed or acknowledged
before one of these
parties.

DOCUMENTS LODGED HEREWITH.

Received Docs.
Nos.
Receiving Clerk.

MEMORANDUM OF TRANSFER

Receiving Branch for Lodging

Particulars entered in Register Book, Volume 3632 Folio 105

Checked by
S.D.B. by
Passed in
the 18th day of January 1902 at
minutes past 12 o'clock in the afternoon

PROGRESS RECORD

For	Date
Sent to Survey Branch	
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supl. of Engravers	
Cancellation Clerk	
For	1032 17/2

The Fees, which are payable on lodgment, are as follows:—
(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, whether £2 fee. Or, Where such instrument is to be entered on more than one folio of the register, an additional charge of 6d. is made for every folio in excess of the first.
(b) A supplementary charge of 10s. is made in each of the following cases:—
(i) where a restrictive covenant is imposed, or
(ii) a new easement is created, or
(iii) a partial discharge of mortgage is entered on the transfer.
(c) Where a new Certificate of Title must be issued, the same charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and will be (ii) £2 10s. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as appears where more than one simple diagram, or an extensive diagram will appear.
Where the foregoing exceeds 15 folios, the amount of fee, per folium extra fee is payable.
When the foregoing exceeds 15 folios, the amount of fee, per folium extra fee is payable.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

"A"

H 309916

This is the Annexure marked "A" referred to in
Memorandum of Transfer between Beard Watson &
Company Limited and Snows Properties Limited
dated the 24th day of February 1959.

RESERVING thereout to the Transferor as appurtenant to Lot A shown
on Miscellaneous Plan of Subdivision (R.P.) Registered Number 97569
full and free and absolute right and authority for the Transferor its
Successors and Assigns and the owner or owners for the time being of
the said lot A and of persons authorised by them or any of them from
time to time and at all times hereafter at their own expense to
construct lay reconstruct use repair cleanse and forever maintain a
drain or drains in, over, upon, along, through or under the strip of
land 4 feet wide running along the westerly boundary of lot B as
indicated in the said Miscellaneous Plan of Subdivision (R.P.),
Registered No. 97569 and therein called "site of proposed drainage
easement 4 feet wide" for the purpose of the passage or conveyance
through such drain or drains of (all storm roof surface sewerage or
other waters flowing from the said lot A) on the said Plan together
with full and free and absolute right and authority for such owners
to make all such connections with or to any such drain or drains and
also with full and free and absolute right and authority for any such
owners, their Contractors workmen or any persons authorised by them
or any of them, with and without vehicles and plant and equipment to
enter upon the said strip of land 4 feet wide for any of the purposes
aforesaid provided always -

- (a) any such drain or drains shall be constructed in such a manner
and of such materials and be covered and kept covered with soil
or other suitable materials so as to permit the passage of
motor vehicles over the same and so to hide the same from sight.
- (b) that the owner or owners of the said lot A on the said Plan shall
from time to time and at all times at their or his own expense
keep the said drain or drains in a good and sufficient state of
repair so as to prevent it or them leaking or overflowing or
becoming a nuisance to or interfering with the use and enjoyment
of the land hereby sold by the Transferor or occupier for the
time being thereof -

and the person by whom or with whose consent the said drainage easement
may be released varied or modified shall be the Transferor its successors
and assigns.

THE COMMON SEAL of BEARD WATSON
& COMPANY LIMITED was hereunto
affixed by order of the Board
of Directors in the presence of

Secretary.

THE COMMON SEAL of SNOWS PROPERTIES
LIMITED was hereunto affixed by
authority of the Board of Directors
and in the presence of:

Secretary

.....
Directors.

.....
Director
.....
Director

KA 900063

123/10424 RJG:JH.

R.P. 13.

No.

18 PII 2

Fees:-

Endorsement

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900).



~~XXX~~ THE MUTUAL LIFE AND CITIZENS' ASSURANCE COMPANY LIMITED

(herein called transferor)

being registered as the proprietor of an estate in fee simple
in the land hereinafter described, subject, however to such encumbrances, liens and interests as are notified hereunder
in consideration of TEN DOLLARS

(£ \$10-00) (the receipt whereof is hereby acknowledged) paid to it
by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called transferee)
DO HEREBY

TRANSFER to the said transferee out of

ALL such its Estate and interest in ALL THE land mentioned in the Schedule following:-

County.	Parish	Reference to Title			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Alexandria	Part	7848	103	Being those parts of Lots B, C & D in M.P.S. (R.P. 97569 shown as "Proposed Basement 33 Feet Wide" and "Proposed Basement 20 Feet Wide" on D.P. 228526 and having a total area of 29 1/2 p. (herein called "the said land").

an easement or right to use for the construction and maintenance of works
for stormwater drainage purposes the surface and the subsoil or undersurface
of the said land TOGETHER WITH full and free right and liberty for the
transferee from time to time and at all times hereafter by its officers
servants workmen and agents to construct lay down make control examine
supervise manage relay renew cleanse repair maintain operate and use in
and through the said land and upon or at such depths or levels below the
surface thereof as the transferee shall think proper such channels drains
pipes and other works with fittings and appurtenances thereto (all of which
are included in the term "works" wherever hereinafter appearing) as in its
opinion may be required for stormwater drainage purposes AND to use such
works for the conveyance and passage of stormwater and other surface waters
AND to alter and take up any such works and substitute in lieu thereof any
new works AND with the right of support at all times of all such works of the
transferee as shall for the time being be in the said land AND for any of the
purposes aforesaid to enter go return pass and repass upon along and over the
said land and make and sink excavations shafts and cuttings in and through

890006 M

LODGED BY W. R. SMOOTHY
Solicitor for the Board,
341 Pitt Street, Sydney
Phone: 2-0648, Extn.

CONSENT OF MORTGAGEE.


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

Dated at _____ this _____ day of _____

Signed in my presence

who is personally known to me.

Not signed.

INDEXED	<i>[Signature]</i>	Checked by <i>[Signature]</i>		Passed (in S.D.) by <i>B.M./68</i>	Signed by <i>[Signature]</i> 10 am	Registrar-General. 
		Memorandum of Transfer and grant of Transmittal for Munimatter Bhangra.		Particulars entered in Register Book Volume 7948 Follo. 103	on 6-2-1968	
DOCUMENTS LODGED HERewith. To be filed in by person lodging dealing.						
		Received Docs.	Nos.	Receiving Clerk.		
		1		1		
		2		2		
		3		3		
		4		4		
		5		5		
		6		6		
		7		7		

Vol.	For.
Sent to Survey Branch	
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supl. of Engineers	
Cancellation Clerk	

PROGRESS RECORD

LEAVE THESE SPACES FOR DEPARTMENTAL USE

2.

the said land and bring and place thereon and remove therefrom any such plant machinery tools implements materials articles and things as the transferee shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the transferee under and by virtue of the provisions of the Metropolitan Water Sewerage and Drainage Act 1924-¹⁹⁶⁵~~1964~~ or any amendment thereof without liability/to pay compensation to any person or persons or body for any damage sustained through the exercise/without negligence of any of the rights powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the transferee AND in relation to such easement and rights as are hereinbefore transferred to the transferee the transferor BOTH HEREBY COVENANT with the transferee THAT the transferor will not at any time hereafter erect construct or place any building or other structure whatsoever (except without the prior approval of the Board first had and obtained fences) upon the said land/AND the transferor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land/AND the transferee BOTH HEREBY COVENANT with the transferor that subject however to the liability of the transferee under the covenants/hereinafter contained said land/AND the transferee BOTH HEREBY COVENANT with the transferor that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said land or damage any lawn building or other structure garden ~~xx~~ fencing/of the transferor the transferee shall upon completion of such work reinstate and restore such land lawn garden ~~xx~~ fencing/(as the case may be) to its former condition so far as shall be reasonably practicable and the transferor further covenants with the transferee that it the transferor will not install or suffer to be installed any machinery or heavy equipment on the site of the easement AND the transferee further covenants and agrees with the transferor that, the transferee will not in exercise of the rights powers and authorities hereby conferred do or permit suffer or allow anything to be done which may in any way damage disturb or interfere with the pipes drains or other works for the time being laid down made or constructed/ⁱⁿ and through the said land under and in pursuance of the provisions of Transfer and Grant of Easement No. H309916 AND will not do or permit suffer or allow anything to be done which may in any way interfere with disturb or prevent the transferor named therein or other the person persons or corporation for the time being entitled to the benefit of the said Easement Number H.309916 from exercising at all times the rights powers and authorities thereby conferred AND the transferee further covenants and agrees with the transferor that the transferee will at all times indemnify and keep indemnified the transferor from and against all actions suits causes of action proceedings claims and demands losses damages or expenses whatsoever brought or made against or suffered or incurred by the transferor by reason of the transferee having done or permitted suffered or allowed some act or deed to be done whereby the said

B

3.

pipes or drain or other works have been interfered with damaged or disturbed or whereby the person or persons or corporation for the time being entitled to the benefit of the said Easement No. H. 309916 have suffered any damage or loss or have been put to any expense by reason of the transferee hereunder having done or permitted suffered or allowed some act or deed to be done whereby the rights of any such person or persons or corporation under such Easement have in any way been interfered with or disturbed.

ENCUMBRANCES etc., REFERRED TO.

Easement for drainage created by Transfer No. H.309916
Lease No. J.455656 to Carrier Bag Co. Limited.

SIGNED at Sydney the 8th day of December 1967.

The Common Seal of the Mutual Life and
Citizens Assurance Company Limited was
hereunto affixed by the authority of the
Directors

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

THE COMMON SEAL OF THE METROPOLITAN
WATER SUPPLY AND DRAINAGE BOARD
was affixed hereto in the presence
of a quorum of the Board on the
26th day of July 1967
AS WITNESS the hands of
Hugh Carlyle Foster
and
Douglas Sutherland
two of
the Members in whose presence the
Seal was so affixed.

Trans. & Grant

*CT Krog
S*

Particulars entered in Register Book Vol. 1848, Fol. 103
the 54 day of February 1968 at 10
o'clock in the fore noon.

J. J. J. J.
Registrar General



Form: 20EV
Release: 1
www.lpi.nsw.gov.au

VARIATION OF EASEMENT



AA211153U

New South Wales
Section 47(5A) Real Property Act 1900

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

(A) TORRENS TITLE

Servient Tenement	Dominant Tenement
1/1049162	SYDNEY WATER

(B) EASEMENT
VARIED

Number	Nature
K900063	Easement for stormwater drainage

(C) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
	D Studio Architects Suite 7 Level 377 Sussex St Sydney 2000 7 Reference: *4420	R

(D) APPLICANT (1)

Registered proprietor of the dominant tenement Sydney Water
--

(E) APPLICANT (2)

Registered proprietor of the servient tenement Castlegreen Property Pty Ltd
--

- (F) The applicants, having varied the above easement as set out in annexure "A" hereto, apply to have the variation
(G) recorded on the relevant folio of the Register.
(H) The consent of the mortgagee of the servient tenement is annexed hereto marked "B"

DATE

Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: _____
Authority: _____



Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: MAN SHUEN LAI
Office held: DIRECTOR

Name of authorised person: HON TUN LAU
Office held: DIRECTOR

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property
Act 1900 by the authorised officer named below.

Signature of witness: _____

Signature of authorised officer: _____

Name of witness: ROBERT SEYMOUR

Address of witness: 115-123 BATHURST ST
SYDNEY

WARREN FREDERICK WATKINS
Authorised officer's name: JEFFREY FRANCIS COLENSO
Authority of officer: POWER OF ATTORNEY 854296 1668
Signing on behalf of: SYDNEY WATER CORPORATION

Annexure "A" to VARIATION OF EASEMENT

Parties:

Sydney Water and Castlegreen Property Pty Limited

Dated

That the easement for stormwater drainage 10.06 wide vide K900063 is reduced to a width of 4 metres as defined on DP1049162 as 'E2'.

Annexure "B" to VARIATION OF EASEMENT

Parties:


Sydney Water and Castlegreen Property Pty Limited

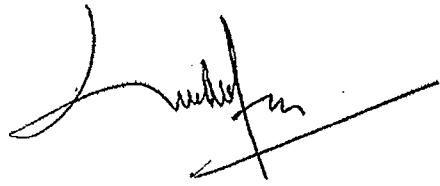
Dated

Execution by the mortgagee of the servient tenement

SIGNED for and on behalf
of OCBC NOMINEES (AUSTRALIA)
PTY LIMITED (ACN 006 610 0545)
by the authorised office in the
presence of:


Witness





REGISTRATION DIRECTION ANNEXURE

Use this slide only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 1SCH
Release: 2-1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

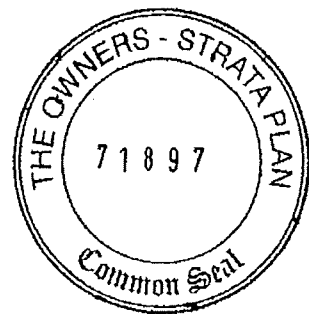
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PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires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

(A) TORRENS TITLE	For the common property CP/SP71897		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Grace Lawyers Pty Ltd DX11508 SYDNEY DOWNTOWN Tel no 02 9284 2700 Reference: 172000	CODE CH

- (C) The Owners-Strata Plan No. 71897 certify that a special resolution was passed on 21/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 18
Amended by-law No. NOT APPLICABLE
as fully set out below:



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure
- (G) The seal of The Owners-Strata Plan No. 71897 was affixed on 19/3/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

MIMI DINH
MIMI DINH
STRATA MANAGER

Signature:

Name:

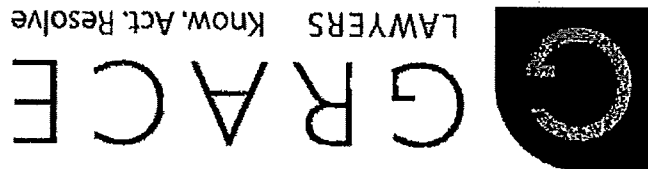
Authority:

'A'

STRATA PLAN NO 71897

Address: 35-33 Allen Street, Waterloo

By-Laws



Grace Lawyers - NSW

Level 5, 287 Elizabeth Street, Sydney NSW 2000
PO Box 20727, World Square NSW 2002
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Mr

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By-Law 1 Noise

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

By-Law 2 Vehicles

- (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation;
- (b) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property;

By-Law 3 Obstruction of common property

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

By-Law 4 Damage to lawns and plants on common property

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

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

By-Law 5 Damage to common property

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation;
- (b) An approval given by the owners corporation under subclause (a) cannot authorise any additions to the common property;
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (ii) any screen or other device to prevent entry of animals or insects on the lot; or

(iii) any structure or device to prevent harm to children; or

(iv) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations; or

(v) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(e) Despite section 62, the owner of a lot must:

(i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (c) that forms part of the common property and that services the lot; and

(ii) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (c) that forms part of the common property and that services the lot.

By-Law 6 Behaviour of owners and occupiers - REPEALED

By-Law 7 Children playing on common property in building

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

By-Law 8 Behaviour of invitees

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

By-Law 9 Depositing rubbish and other material on common property

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

By-Law 10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the

parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-Law 11 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

By-Law 12 Storage of inflammable liquids and other substances and materials

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

By-Law 13 Moving furniture & objects and common property - REPEALED

By-Law 14 Flooring coverings

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

By-Law 15 Garbage disposal

- (a) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (i) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and
 - (ii) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable

material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(iii) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and

(iv) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (i);

(v) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and

(vi) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled

(b) Subclause (a) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

(c) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(i) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(ii) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(d) Subclause (c) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 16 Keeping of animals (option B) – REPEALED

By-Law 17 Appearance of lot

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

By-Law 18 Change in use of lot to be notified

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

By-Law 19 Preservation of fire safety

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

By-Law 20 Prevention of hazards

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

By-Law 21 Provision of amenities or services

- (a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots;
 - (i) Security devices;
 - (ii) Promotional services;
 - (iii) Advertising;
 - (iv) Commercial cleaning;
 - (v) Domestic services;
 - (vi) Garbage disposal and recycling services;
 - (vii) Electricity, water or gas supply;

- (b) Telecommunication services (for example, cable television).
- (c) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service;

By-Law 22 Controls on hours of operation and use of facilities - REPEALED

Special By-Law 1 Exclusive use of car spaces

1.3 Car Parking Spaces

Subject to clause 1.2 and the terms of these By-Laws, the Owner of certain Lots have the exclusive use of car spaces (**Parking Areas**) shown in Annexures "A", "B" and "C" and described in the following table. The Lots and the respective Parking Areas for which exclusive use is granted are shown on the following table:

Lot	Parking Area
Lot 92	AA
Lot 91	BB
Lot 53	CC
Lot 87	DD
Lot 88	EE
Lot 89	FF
Lot 90	GG
Lot 27	HH
Lot 52	JJ
Lot 50	KK
Lot 49	LL
Lot 48	MM
Lot 12	NN
Lot 51	OO
Lot 11	PP
Lot 5	QQ
Lot 6	RR
Lot 76	SS
Lot 10	TT
Lot 9	UU
Lot 3	VV
Lot 4	WW
Lot 8	XX
Lot 7	YY
Lot 2	ZZ

1.4 Conditions

The terms on which exclusive use of Parking Areas is granted to Owners are:

- (a) an Owner or Occupier may park no more than 1 motor car, motorbike, station wagon or light van in a Parking Area;

- (b) a Parking Area may only be used by Owners and Occupiers;

- (c) an Owner or Occupier must not use a Parking Area for any purpose other than to park and unload vehicles and, without limitation, must not:

- (i) wash or repair any vehicle;

- (ii) leave any rubbish on it; or

- (iii) permit it to be used in any way so as to constitute a nuisance or annoyance;

- (d) an Owner must maintain and keep the Parking Area clean and tidy at all times and in a state of good repair (however this does not impose on an Owner any obligation to effect structural repairs);

- (e) an Owner will be liable for any damage caused to any part of the Building as a result of it failing to properly observe the terms of exclusive use and shall make good that damage immediately after it has occurred;

- (f) an Owner must indemnify the Owners Corporation against any loss or damage which may be suffered as a result of an Owner or Occupier's rights of exclusive use; and

- (g) if an Owner fails to comply with any obligation under this By-Law, the Owners Corporation may:

- (i) carry out all work necessary to perform that obligation;

- (ii) enter upon any part of the Parking Area to carry out such work; and

- (iii) recover the costs of carrying out such work from the Owner.

1.5 Amendment and Repeal

This By-Law is made pursuant to Division 4 of the Act. The Owners Corporation may make, amend or repeal this By-Law only:

- (a) with the written consent of the Owner or Owners for the time being of the lot or lots in respect of which the right of exclusive possession has been granted; and

- (b) in accordance with a special resolution.

1.6 Definitions

In these By-Laws unless the context otherwise requires:

Act means the Strata Schemes Management Act 1996.

Building means the buildings and improvements on the land at 25-33 Allen Street, Waterloo NSW 2017.

By-Laws means the by-laws created under this document as amended, added to or rescinded from time to time.

Lot means a lot within the Strata Scheme.

Occupier means a lessee, licensee, Occupier or mortgagee in possession of a Lot.

Owner means:

- (a) the registered proprietor for the time being of a Lot; or
- (b) if the Lot is subdivided or re-subdivided, the Owner for the time being of the new lot.

Owners Corporation means the owners corporation created on registration of the Strata Plan accompanying these By-Laws.

Strata Scheme means strata scheme registered number 71897.

1.7 Interpretation

In these By-Laws unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) a reference to a thing includes the whole or each part of it;
- (d) where a person bound consists of 2 or more persons, these By-Laws benefit and bind them jointly and severally;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;

- (i) a law ordinance or code includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of them;
- (j) 'include' or 'including' when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

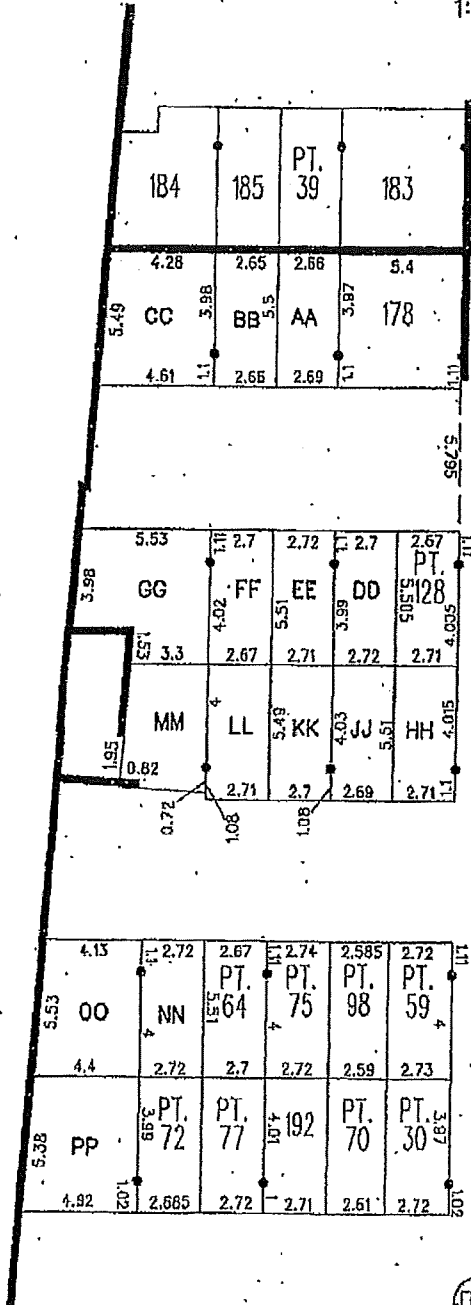
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ANNEXURE "A"

PLAN

SHOWING AREAS FOR EXCLUSIVE USE
WITHIN STRATA PLAN
Nos. 25-33 ALLEN STREET
WATERLOO

L.G.A. SOUTH SYDNEY
1:250



PART BASEMENT 1

AA	DENOTES AREA FOR EXCLUSIVE USE OF LOT 92
BB	DENOTES AREA FOR EXCLUSIVE USE OF LOT 91
CC	DENOTES AREA FOR EXCLUSIVE USE OF LOT 53
DD	DENOTES AREA FOR EXCLUSIVE USE OF LOT 87
EE	DENOTES AREA FOR EXCLUSIVE USE OF LOT 88
FF	DENOTES AREA FOR EXCLUSIVE USE OF LOT 89
GG	DENOTES AREA FOR EXCLUSIVE USE OF LOT 90
HH	DENOTES AREA FOR EXCLUSIVE USE OF LOT 27
JJ	DENOTES AREA FOR EXCLUSIVE USE OF LOT 52
KK	DENOTES AREA FOR EXCLUSIVE USE OF LOT 50
LL	DENOTES AREA FOR EXCLUSIVE USE OF LOT 49
MM	DENOTES AREA FOR EXCLUSIVE USE OF LOT 48
NN	DENOTES AREA FOR EXCLUSIVE USE OF LOT 12
OO	DENOTES AREA FOR EXCLUSIVE USE OF LOT 51
PP	DENOTES AREA FOR EXCLUSIVE USE OF LOT 11

RYGATE & COMPANY PTY. LIMITED



SURVEYORS, TOWN PLANNERS
ROAD & DRAINAGE ENGINEERS
81 YORK STREET, SYDNEY 2000

PHONE 9282 8800

AGN 001 204897
ABN 61 001 204897

FAX 9262 6843

WHERE SHOWN THIS BOUNDARY IS
TO CENTRE OF FACE OF COLUMN

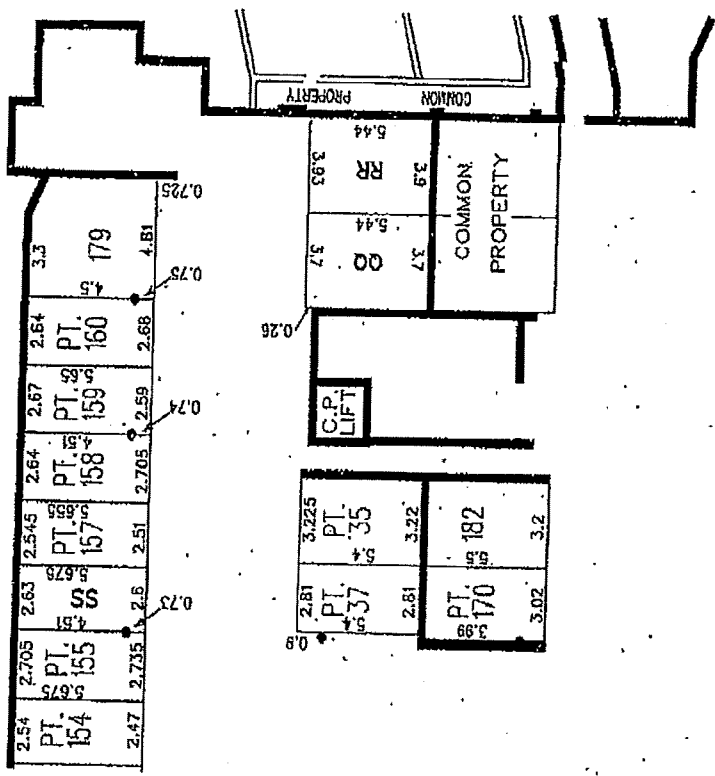
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REF. 68933

ANNEXURE "B"

PLAN

SHOWING AREAS FOR EXCLUSIVE USE
WITHIN STRATA PLAN
Nos. 25-33 ALLEN STREET
WATERLOO
L.G.A. SOUTH SYDNEY
1:250



Q2	DENOTES AREA FOR EXCLUSIVE USE OF LOT 5
RR	DENOTES AREA FOR EXCLUSIVE USE OF LOT 6
SS	DENOTES AREA FOR EXCLUSIVE USE OF LOT 76

WHERE SHOWN THUS BOUNDARY IS
TO CENTRE OF FACE OF COLUMN

RYGATE & COMPANY PTY. LIMITED

SURVEYORS, TOWN PLANNERS
ROAD & DRAINAGE ENGINEERS
81 YORK STREET, SYDNEY 2000
ACN 001 204897
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DATE 4/12/2003

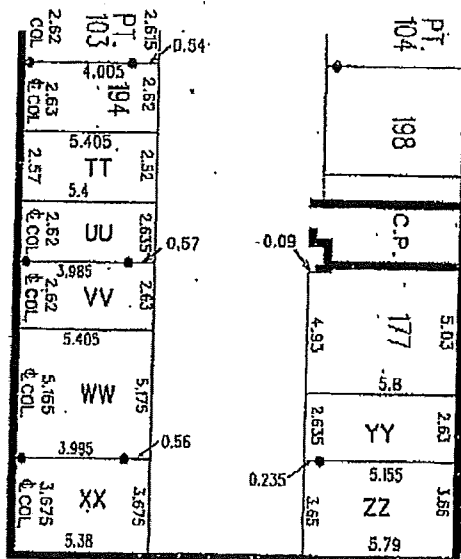
REF. 68933

PLAN

ANNEXURE "C"

SHOWING AREAS FOR EXCLUSIVE USE
WITHIN STRATA PLAN
Nos. 25-33 ALLEN STREET
WATERLOO

L.G.A. SOUTH SYDNEY
1:250



PART BASEMENT 2

TT	DENOTES AREA FOR EXCLUSIVE USE OF LOT 10
UU	DENOTES AREA FOR EXCLUSIVE USE OF LOT 9
VV	DENOTES AREA FOR EXCLUSIVE USE OF LOT 3
WW	DENOTES AREA FOR EXCLUSIVE USE OF LOT 4
XX	DENOTES AREA FOR EXCLUSIVE USE OF LOT 8
YY	DENOTES AREA FOR EXCLUSIVE USE OF LOT 7
ZZ	DENOTES AREA FOR EXCLUSIVE USE OF LOT 2

RYGATE & COMPANY PTY. LIMITED



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81 YORK STREET, SYDNEY 2000
ACN 001 204897
ABN 51 001 204897

FAX 9262 6843

DATE 4/12/2003

REF. 68933

Special By-Law 2 Residential / Commercial / Retail Signage

The owners and occupiers of residential, commercial and retail lots must obtain written consent from the executive committee under this by-law to erect, maintain and/or display external signage from within their respective lots.

Special By-Law 3 Fire Brigade Call Outs

The owners and occupiers must not engage in any activity (including but not limited to cooking) on a lot or on the common property that causes a smoke detector in the building to activate when there is no emergency.

Powers of the Owners Corporation.

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

(a) the authority to receive reports from the fire brigade on the cause or nature of any call-out in response to a smoke detector alarm;

(b) the power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;

(c) the power to recover costs incurred from owners or occupiers who or by their invitees and contractors in breach of this by-law activate the smoke detection system in the building resulting in a false alarm call-out of the fire brigade; and

(d) the power to issue the invoice imposed by the fire brigade to the owner or occupier who (in the Owners Corporation reasonable opinion) is responsible for the false alarm for payment within 14 days of issuing such invoice.

Owners Obligations

(a) An owner or occupier who does not comply with the terms of this by-law shall reimburse the Owners Corporation for any costs incurred as a direct result of that breach (including the attendance of the fire brigade to false callouts).

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

(c) Any payment required from an owner or occupier may be recovered in a Court or Tribunal of competent jurisdiction as a debt.

(d) The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice of the charge payable by that owner on that owner.

- (e) The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 4 Fire Safety

In this by-law, "Fire Safety Equipment" shall mean all equipment, cabling, entrance door locksets, signs, hoses, extinguishers, sprinklers or any other item or fixture relating to fire alarms or fire safety.

- (a) The owner or occupier of a lot shall be responsible to keep all Fire Safety equipment within or adjoining the lot in a clean condition and in good working order at all times.
- (b) The owner or occupier of a lot must ensure that the lot complies with all laws and regulations from time to time relating to the lot in respect of fire alarms and fire safety.
- (c) The owner or occupier of a lot must comply with the terms of any written notice issued by the Owners Corporation in relation to this by-law within the time specified in such notice.
- (d) in the event of default by any owner or occupier of a lot in compliance with a notice issued by the Owners Corporation as set out above, the Owners Corporation shall be entitled to enter upon the lot with all necessary materials and equipment at all reasonable times and on reasonable notice and carry out any work which the Owners Corporation in its discretion considers reasonable to comply with the said notice.
- (e) The power to recover costs incurred from owners or occupiers who or by their invitees and contractors are in breach of this by-law in a Court or Tribunal of competent jurisdiction as a debt.
- (f) The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice of the charge payable by that owner on that owner.
- (g) The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 5 Caretakers Agreement

The Owners Corporation in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with the Caretaker to provide for the caretaking and or cleaning of the building which agreement may provide for:

- (a) a term of [*] years;

- (b) the cleaning, caretaking, security, supervision and service of, access to, and use of the common property and any personal property vested in the Owners Corporation and for the general repair, maintenance, renewal or replacement of that property;
 - (c) the provision of services to registered owners or occupiers of the building;
 - (d) the supervision of any employees or contractors of the Owners Corporation;
 - (e) control and supervision of the common property;
 - (f) arbitration of disputes between the Owners Corporation and the caretaker; and
 - (g) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.
- At the expiration of any agreement entered into under this by-law, the Owners Corporation may enter into a further agreement consistent with the terms of this by-law.

Instruction of caretaker

A registered owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretakers duties under any agreement referred to in this by-law;

or

- (b) interfere with or obstruct the caretaker, using any part of the common property designated by the Owners Corporation for use by the caretaker.

Special By-Law 6 Control on Hours of Operation and Use of Facilities

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

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times;

- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

An owner or occupier of a lot must comply with a determination referred to in this by-law.

Restricted Use of the Common Property

The executive committee of the Owners Corporation must take all reasonable steps to secure the strata scheme from intruders and to preserve the safety of the building from fire or other hazard and without limitation may:

Security Access Keys/Cards

- (a) close off or restrict by means of security key access to any part of the common property not required for access to a lot on either a temporary or permanent basis;
- (b) permit, to the exclusion of registered owners and occupiers of lots, any part of the common property to be used by any security person as a means of monitoring the security of the building, either solely or in conjunction with any other part of the building; and
- (c) restrict by means of security key, access of registered owners and occupiers of lots of one level of the building to any other level of the building.

If the executive committee of the Owners Corporation restricts the access of registered owners and occupiers, the executive committee may make available to registered owners the number of security keys as the executive committee of the Owners Corporation may charge a fee for any additional security key required by a registered owner.

A registered owner must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a lot and must take all reasonable steps, including without limitation, an appropriate agreement in any lease or licence of a lot to an occupier to ensure return of the security key to the registered or the executive committee of the Owners Corporation.

A registered owner or an occupier of a lot in possession of a security key must not duplicate or permit the security key to be duplicated and must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another registered owner or occupier and is not disposed of otherwise than by returning it to the registered owner or the executive committee of the Owners Corporation.

A registered owner or occupier of a lot must promptly notify the executive committee of the Owners Corporation if a security key is lost or destroyed.

Special By-Law 7 Removals in Building

Carrying out Removals

An owner or occupier of a lot must not transport any goods, furniture, office equipment or other large objects to and from lots and through common property (removals) unless:

- (a) removals are carried out in accordance with the permitted hours as determined by the Owners Corporation from time to time;
- (b) notice is provided to the secretary or the building manager in writing within a reasonable time (at least 48 hours) before the removals are carried out to book the use of a lift(s) and to give notice of any necessary security arrangements;

- (c) all removals are carried out in a lift(s) nominated by the Owners Corporation and protective blankets are used in the lift(s) when carrying out removals;
- (d) all areas are protected from damage when carrying out removals and all rubbish is removed from the strata scheme and its surrounds; and
- (e) all goods, furniture, office equipment and other large objects are transported in the manner reasonably directed by the Owners Corporation.
- Right to remedy default

If an owner or occupier of a lot damages any part of the common property when carrying out removals and fails to make good that damage immediately after it has occurred, then the Owners Corporation may:

- (a) carry out all work necessary to repair or reinstate the common property;
- (b) enter upon any part of the parcel to carry out this work; and
- (c) recover the costs of carrying out that work from the owner of the lot concerned, even if their occupier caused the damage.

Special By-Law 8 Power to control Visitors Parking

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

Infringing Vehicle means any motor vehicle or any other vehicle parked or standing on the Visitors Carpark;

- (a) without the consent of the Owners Corporation; or
- (b) in contravention of this by-law.

Signs means signs displayed in or around the Visitors Carpark advising:

- (a) parking restrictions;
- (b) standing limitations;
- (c) (in cases of Infringing Vehicles) procedure for notifying the police;

or

- (d) any other directions relating to the control of visitors parking and the Visitors Carpark.

Visitors Carpark means the common property carpark area shown as the area hatched on the strata plan, a copy of which is attached to the minutes of this meeting at which this by-law is made.

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

Scope of by-law

Owners must not park or stand their vehicles on the Visitors Carpark except in accordance with this by-law.

Powers and Duties

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

- (a) the power to erect signs on the Visitors Carpark from time to time; and
- (b) the authority to direct that all vehicles be parked or stand in accordance with any signs erected by the Owners Corporation from time to time

Owner's Obligations

- (a) Owners and occupiers must not park any unregistered or road unworthy motor vehicle on the Visitors Carpark.
- (b) Owners and occupiers must not park their motor vehicles on the Visitors Carpark for a continuous period of more than 24 hours.
- (c) Owners and occupiers must abide by any signs.
- (d) Owners and occupiers must ensure that their invitees abide by the conditions contained in this by-law.

Right to Remedy Default

- (a) If an owner or occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (i) place a notice on the windscreen of the Infringing Vehicle demanding the removal of the Infringing Vehicle from the Visitors Carpark; and
 - (ii) the power to recover from the owner or occupier;
 - (iii) who appears to have control of an Infringing Vehicle; or
- (b) whose invitees appear to have control of an Infringing Vehicle, all costs associated with administering the policy expressed in this by-law, including but not limited to, the removal of the Infringing Vehicle by the police.

Special By-Law 9 Acceptable Behaviour and Dress Code in Common Property

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

Behavioural Rules are the rules determined pursuant to this by-law about conduct, use of language, gestures, actions and activities of any person lawfully using the common property.

Dress Code means style and degree of clothing of any person lawfully using the common property.

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

Additional Powers Authorities Duties and Functions of the Owners Corporation

The Owners Corporation shall have the following additional power, authority, duty and function:

The power to decide from time to time to make Behavioural Rules and establish a Dress Code.

Owners' Obligations

Owners and occupiers of lots must:

- (a) comply with the Behavioural Rules and Dress Code in the common property; and
- (b) ensure that their invitees comply with the Behavioural Rules and Dress Code in the common property.

Special By-Law 10 Procedures for Carrying out Building Works

An owner or occupier of a lot must have consent from the Owners Corporation prior to carrying out any building works.

Building works include, without limitation, works affecting:

- (a) on property structures, including the common property walls, floors and ceilings enclosing a lot, common property walls include windows and doors in those walls;
- (b) the internal walls or floors inside a lot (eg: a wall dividing two rooms in a lot);
- (c) load bearing walls and non-load bearing walls;
- (d) the structure of a lot;
- (e) the appearance of a lot;
- (f) common property.