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Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Chase Property Group	Phone: 02 8567 5455
	13 Regent Street, Kogarah NSW 2217	Fax: 02 8567 5466
co-agent		Ref:
vendor	PAUL GLENN WEEDEN	
	69 Welling Drive, Narellan Vale NSW 2567	
vendor's solicitor	Mark Kelada & Associates Punchbowl	Phone: 02 8883 4117
	49B/2 Slough Avenue, Silverwater NSW 2128	Fax: 1300 11 88 29
	PO Box 211, Ermington NSW 1700	Ref: AK:9170301
date for completion	42 days after the contract date (clause 15)	Email: andrew@kelada.com.au
land (Address, plan details and title reference)	42/109 STEWART AVE HAMMONDVILLE NSW 2170 LOT 42 IN STRATA PLAN 32303 42/SP32303	
improvements	☐ Vacant Possession ☐ Subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☑ other: Townhouse	
attached copies	☑ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref:

price $ — Email:

deposit $ — (10% of the price, unless otherwise stated)

balance $

contract date — (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

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Choices

vendor agrees to accept a **deposit-bond** (clause 3)	☐ NO	☑ yes
proposed *electronic transaction* (clause 30)	☑ NO	☐ yes

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

land tax is adjustable	☐ NO	☑ yes	
GST: Taxable supply	☑ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☐ NO	☐ yes	

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

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

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

Westside Strata
151 Highland Avenue, Yagoona NSW 2199 02 9791 9933

List of Documents

General

- ☑ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☑ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☑ 8 service location diagram (pipes)
- ☐ 9 sewerage service diagram (property sewerage diagram)
- ☑ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under legislation
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☑ 29 property certificate for strata common property
- ☑ 30 plan creating strata common property
- ☑ 31 strata by-laws not set out in legislation
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 certificate under Management Act – section 109 (Strata Schemes)
- ☐ 51 certificate under Management Act – section 26 (Community Land)

Other

- ☐ 52

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WARNING—
SWIMMING POOLS

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

WARNING—
SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.

3. There is **NO COOLING OFF PERIOD:**
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

421 NOTE: NOT FOR SALE IN NSW 2021

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay stamp duty 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 $2 million or more, 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.

DISPUTES

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

AUCTIONS

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

21 JOHN STEWART AV HAMMONDVILLE NSW 2170

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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

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3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's 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 or writ).

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

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

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the 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, 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

42/109 ARTHUR STREET NEWTOWN NSW 2042

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must adjust land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 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.

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

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –
16.7.1 the price less:
- any deposit paid;
- if clause 31 applies, the *remittance amount*; and
- any amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

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

17 Possession

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

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property;* or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

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19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 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* includes a reference to any corresponding later *legislation*.

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

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

20.14 The details and information provided in this contract (for example, on pages 1 and 2) 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*.

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23 Strata or community title

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

'common property' includes association property for the scheme or any higher scheme;

'contribution' includes an amount payable under a by-law;

'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

'the *property*' includes any interest in common property for the scheme associated with the lot;

'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;

23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and

23.6.3 the purchaser is liable for all other contributions levied after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.

23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

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23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
23.18 If a general meeting of the owners corporation is convened before completion –
23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.18.2 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 earnt 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.

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25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser *serves* a notice that it is an *electronic transaction within* 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, 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;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;

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*;

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30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
- before the receipt of a notice given under clause 30.2;

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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace.*

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *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
- 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;
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);
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*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;

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

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

31.2.4 *serve* evidence of receipt of payment of the *remittance amount.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

WEEDEN MODEL ENSURE

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SPECIAL CONDITIONS

32. Amendments to standard clauses:

32.1 Clause 7.1.1 is deleted.
32.2 In clause 16.7, the words "cash (up to $2,000.00) or" are deleted.
32.3 In clause 16.5, delete the words "plus another 20% of that fee".
32.4 Clause 16.8 is amended to only refer to Bank Cheques.
32.5 Clause 18.7 is deleted.

33. Warranty as to agent:

The purchaser warrants that the purchaser was not introduced to nor induced or persuaded to purchase the property by any real estate agent other than the vendor's agent shown in the contract and the purchaser indemnifies the vendor against any claim by any other such real estate agent arising from a breach of the said warranty in respect of any commission due or alleged to be due to such other real estate agent. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

34. Condition of the property:

34.1 The purchaser warrants to the vendor that:

34.1.1 None of the vendor, the vendor's agent nor any other person on behalf of either of them has made any warranty or representation in respect of the property other than as expressly disclosed in this contract;

34.1.2 Because of the purchaser's own inspection and enquiries, the purchaser is satisfied as to the nature, quality, condition and state of repair of the property, accepts the property as it is and subject to all defects (latent and patent) and all dilapidation and infestation, and is satisfied as to the purposes for which the property may be used.

34.1.3 The purchaser may not make any objection, requisition or claim or delay completion of or rescind or terminate this contract because of anything relating to or connected with:

34.1.4 The nature, quality, condition or state of repair of the property including, without limitation, defects (latent or patent), dilapidation or infestation of the property or the fact that the improvements erected on the property may not comply with the Local Government Act or any Ordinances made there under; or

34.1.5 The purposes for which the property may be used; or

34.1.6 Infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and the date of completion; or

34.1.7 The roof or surface water drainage from the property being connected to a sewerage service; or

34.1.8 There being or not being an easement or other right in respect of a service referred to in clause 10.1.2; or

34.1.9 Any matter disclosed in this contract.

And shall not require the vendor to carry out any work on or in respect thereof.

35. Death, mental illness or bankruptcy:

35.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein:

35.1.1 Should either party or any one of them prior to completion, die or become mentally ill, then the vendor may rescind the within contract by notice in writing forwarded to the purchaser or his solicitor named in the within contract and thereupon the within contract shall be at an end and the provision of clause 19 shall apply; or

35.1.2 Should the purchaser, prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a partition for winding up or enter into any scheme of arrangement with its creditors or should any liquidator receiver or official manager be appointed in respect of the purchaser, then the purchaser shall be deemed to be in default of this contract and the provisions of clause 9 shall apply.

36. Particulars of Title:

The purchaser acknowledges that the particulars of title disclosed in this contract are sufficient to enable the purchaser to prepare the transfer and the purchaser shall not request the vendor to provide any further particulars of title pursuant to clause 4.

37. Encumbrances on Title:

No objection shall be taken nor requisition raised by reason of the fact that any encumbrance, mortgage or caveat noted on the title shall not have been discharged or withdrawn prior to settlement but the vendor shall on settlement hand over to the purchaser a proper discharge of any encumbrance or mortgage or withdrawal of any caveat in registrable form together with appropriate fees in respect thereof as the Land Titles Office may require.

38. Land Tax:

The vendor may direct the purchaser to produce a Bank Cheque from settlement funds on completion to pay for any outstanding land tax for the purpose of obtaining a clear certificate under Section 47 of the Land Tax Management Act 1956.

39. Purchaser not a Minor:

Each purchaser warrants to the vendor that he/she is over the age of 18 years.

40. Sewerage Diagram:

The purchaser shall make no requisition objection or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing referred to in the copy Sewerage Service Diagram or any other diagram for the land from the appropriate sewerage authority annexed or by reason of any roof or surface water drainage being found to be connected to the sewers.

41. Notice to Complete:

41.1 Notwithstanding any other provision in this contract, the vendor and the purchaser expressly acknowledge and agree that:

41.1.1 The date being the date of expiration of the time nominated for completion of this contract in any notice to complete served pursuant to clause 15 shall be an essential date; and

41.1.2 A period of fourteen (14) days following the date of service of any notice to complete shall be deemed to be a reasonable time both in law and in equity for requiring completion of this contract and by such notice make time of the essence of this contract both at law and in equity.

41.1.3 If the purchaser does not complete by the completion date through no fault of the vendor and as a result, the vendor serves a Notice to Complete on the purchaser pursuant to this Special Condition, then the purchaser must pay the vendor's Licensed Conveyancer's cost of $220.00 (including GST) in relation to the Notice to Complete, which sum will be adjusted on completion.

42. Service by Facsimile:

Clause 20.6.5 of this contract is deemed to be deleted. In addition to the remaining provisions in clause 20 of this contract, a notice or document shall be deemed to have been sufficiently served for the purposes of this contract if the notice or document is sent by facsimile transmission (provided that the party on which service is effected displays a facsimile number on their letterhead) and in any such case shall be deemed to be duly given or made when the transmission has been completed, and the production of a transmission report by the sender's facsimile machine shall be prima facie evidence of the time and fact of such transmission, except where:

(i) the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made that time; or

(ii) the time of dispatch of the facsimile is after 5.00pm on a day on which business is generally carried on in the place to which such notice or document is sent, in which case the notice or document shall be deemed to have been received by the recipient at the commencement of business of the next working day at such place.

43. Interest for late completion:

If completion does not occur on or before the completion date, as a result of the breach or default of the purchaser, and the vendor is ready, willing and able to complete on the completion date the vendor is entitled to recover from the purchaser as liquidated damages, payable on completion, interest on the balance purchase price at the rate of twelve per cent (12%) per annum calculated at a daily rate from the completion date to the actual date of completion inclusive, to compensate the vendor for the delay, to be added to the balance payable on completion.

44. Service of Transfer:

If the purchaser fails to serve the Transfer to the vendor within the time limited by clause 4.1, then the purchaser must pay the vendor's Licensed Conveyancer's cost of $165.00 (including GST) on completion, being additional costs incurred arising from the delay in service of the Transfer.

45. Settlement Cancellation:

If the purchaser's representative, for whatsoever reason, fails to turn up or cancels the settlement on the completion date without giving the vendor's Licensed Conveyancer at least one business day's notice, then the purchaser must at the actual settlement, pay the vendor's Licensed Conveyancer's cost of $88.00 (including GST) being additional costs incurred arising from such cancellation of settlement.

46. Release of deposit:

The purchaser hereby agrees to release the whole or any part of the deposit moneys to the vendor (if so required by the vendor) to be used by the vendor for any of the following purposes:

(1) To pay as deposit on an alternative property that the vendor may be purchasing;
(2) To pay any Stamp Duty that may be payable on an alternative property that the vendor may be purchasing.

The provision of this Special Condition is sufficient authority on the Real Estate Agent to release such moneys.

47. Partial instalment deposit of less than ten per centum (10%):

Both vendor and purchaser agree that ten per centum (10%) of the purchase price is payable as deposit by the purchaser to the vendor by the Completion Date.

It is an essential condition to this contract that if a partial instalment deposit of less than ten per centum (10%) of the purchase price is accepted by the vendor on exchange of this contract, then the residual instalment of the ten per centum (10%) deposit is due and payable by the purchaser to the vendor by the Completion Date.

The provisions of this Special Condition shall not merge on Completion.

48. Consumer Credit:

The purchaser expressly warrants to the vendor that the purchaser has not made known to the vendor, or to any person, representative or agent acting on behalf of the vendor, that the purchaser requires credit to enable him to complete this Agreement or that this Agreement is subject to finance.

49. Requisitions on Title:

The purchaser agrees and acknowledges that any general Requisitions on Title to be submitted to the vendor shall be consistent with the form attached to this contract.

50. Settlement Venue:

If the vendor holds the original Title Deeds, then settlement will be effected at the office of the vendor's Licensed Conveyancer noted on the front page of this contract, at no cost to the purchaser, or alternatively, on the purchaser's request, at an agreed settlement venue within Sydney's CBD area and the purchaser must pay $88.00 (including GST) settlement fee to the vendor's Licensed Conveyancer on completion.

51. Guarantee (Applicable to Corporate Purchasers only)

51.1 The Guarantor by execution of the contract expressly and unconditionally guarantees to the vendor the due and punctual payment by the purchaser to the vendor of the Purchase Price and all other moneys which are or may now or shall at any time be or become owing or payable by the purchaser to the vendor hereunder and the due and punctual performance by the purchaser of all of the terms, conditions, covenants and obligations on its part to be performed or observed herein and the Guarantor hereby indemnifies and shall keep indemnified the vendor from and against all loss, damage, cost and expense which may be suffered or incurred by the vendor in consequence of or in relation to or arising out of any default by the purchaser under any of the provisions of this contract.

51.2 This guarantee shall be a continuing guarantee and shall remain in force and effect notwithstanding the liquidation of or the appointment of a receiver or a receiver and manager or a scheme manager or an administrator or a controller of the assets of the purchaser and shall be irrevocable and shall remain in force and effect until the whole of the Purchase Price and all other moneys payable to the vendor under the terms of this contract shall have been paid and satisfied in full and the discharge, extinguishment or postponement by liquidation, operation of laws, act of the parties or otherwise of the whole or any part of the indebtedness of the purchaser to the vendor hereunder shall not impair or affect the liability of the Guarantor hereunder nor shall this guarantee or any of the covenants set forth in this Special Condition merge on completion of this contract.

51.3 This guarantee and the liability of the Guarantor hereunder shall not be affected, prejudiced or abrogated by the granting of time, credit or other indulgence or concession by the vendor to the purchaser or by any variation of or alteration of or modification to the terms of this contract whether with or without the consent of the Guarantor.

52. Vacant possession:

If the contract is subject to vacant possession and a tenant is in occupation of the property at time of exchange of contracts, then the purchaser acknowledges and agrees to allow the vendor sufficient time to take appropriate measures to arrange for vacant possession of the property. The purchaser shall make no requisition objection or claim for compensation in this regard and cannot require completion until the tenant has vacated. Completion to be effected within three (3) business days from the date the vendor notifies the purchaser in writing that the property is vacant.

53. Vendor disclosure:

53.1 The vendor discloses that the subject property may be bush fire prone land. The purchaser shall make no requisition objection or claim for compensation in regards to this disclosure.

54. GST:

The Purchaser warrants that the property will be used predominantly for residential purposes and has no intention to subdivide or develop same. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This Special Condition shall not merge on completion.

Form 800 **STRATA TITLE**

From ..... *Purchaser's Solicitor*

To ..... *Vendor's Solicitor*

Date:.....

REQUISITIONS ON TITLE *2008 EDITION*

RE:..... Purchase From .....

Property .....

In these Requisitions:-
(a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
(b) "the Act" means the Strata Schemes Management Act 1996.
(c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
(d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
(e) "parcel" means land, improvements and fixtures.
(f) "land" means the land only.
(g) "improvements" means improvements and fixtures.
(h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the object title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

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REQUISITIONS	RESPONSE
9. If the sale of the property is subject to an existing tenancy:- (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should he handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3,2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
10. If the lot is sold "off-the-plan":- (a) The Vendor must provide the Purchaser before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(I) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion.	
11. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
12. If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6	
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.	

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REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER
Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian law Stationers Pty Ltd, the printer or the draftsperson for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....
Solicitor for Vendor

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Information Broker

Title Search

InfoTrack

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 42/SP32303

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2017	5:00 PM	10	9/12/2013

LAND

LOT 42 IN STRATA PLAN 32303
AT HAMMONDVILLE
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

PAUL GLENN WEEDEN (T AI218473)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP22785
2 AI218474 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Information Broker

Title Search

InfoTrack

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP22785

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2017	5:00 PM	4	12/1/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 22785 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HAMMONDVILLE
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP22785

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 22785
ADDRESS FOR SERVICE OF DOCUMENTS:
"STEWART GARDENS"
STEWART AVENUE
HAMMONDVILLE 2170

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
3 DP637522 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP638153 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP638153 EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
6 6865228 CHANGE OF BY-LAWS
7 INITIAL PERIOD EXPIRED
8 AK78333 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 3992)

STRATA PLAN 22785

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	60	2	58	3	65	4	65
5	66	6	66	7	70	8	70
9	70	10	67	11	67	12	68
13	69	14	68	15	68	16	SP30828
17	SP32303	18	SP33113				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP22785 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 3992) (CONTINUED)

STRATA PLAN 22785

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT

STRATA PLAN 30828

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
19	70	20	70	21	66	22	66
23	66	24	66	25	67	26	60
27	67	28	71	29	60	30	60
31	69	32	69	33	69	34	69
35	71	36	SP32303				

STRATA PLAN 32303

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	71	38	67	39	60	40	67
41	66	42	66	43	66	44	66
45	70	46	70	47	60	48	60
49	71						

STRATA PLAN 33113

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
50	70	51	70	52	67	53	67
54	68	55	69	56	70	57	66
58	66	59	65	60	65	61	60
62	60	63	68	64	68		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Ref:Weeden /Src:M

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the ~~City Municipality Shire~~ of LIVERPOOL having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed strata plan / ~~strata plan of subdivision~~ illustrated herein.

~~*The encroachment not shown on the accompanying survey is approved.~~

~~*This approval is given on the condition that~~

~~being subject to the restriction on user referred to in section 26 of the Strata Titles Act, 1973.~~

Date 23 JULY 1987.

Subdivision No. 1987/41

Council Clerk

*Complete, or delete if inapplicable.

T.P. 786-109

SURVEYOR'S CERTIFICATE

I, GEOFFREY JAMES MURRAY

of 85-87 MOORE STREET LIVERPOOL

a surveyor registered under the Surveyors Act, 1929, hereby certify that—

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to subparagraphs (a) and (b) —

~~*(a) applies to the extent that the building encroaches on public place;~~

*(b) eaves and guttering of any building encroach on land other than a public place, in respect of which eaves and guttering an appropriate easement has been ~~created by registered~~ f

* (5) the survey information recorded in the accompanying location plan is accurate.

Signature

Date 18-6-87

* Delete if inapplicable.

f State whether dwelling or plan, and quote registered number.

This is sheet 1 of my Plan in 4 sheets.

PLAN OF SUBDIVISION OF LOT 17 IN S.P. 22785 AND LOT 36 IN S.P. 30828.

(E)

~~Mun./Shire~~ City : LIVERPOOL

Locality : HAMMONDVILLE

Parish : HOLSWORTHY

County : CUMBERLAND

Reduction Ratio 1: ——

Lengths are in metres (m)

STRATA PLAN 32303

Registered : 16-7-1987

C.A. : NO. 1987/41 OF 2-7-1987

Purpose : STRATA PLAN OF SUBDIVISION

Ref. Map : U9137-5 #

Last Plan : SP 22785, SP 30828

N 0 1 3 X 0 4 N

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE REGISTERED PROPRIETORS
STRATA PLAN NO. 22785
"STEWART GARDENS"
109 STEWART AVENUE
HAMMONDVILLE NSW 2170

Signatures, seals and statements of intention to create easements or restrictions as to user.

In pursuance of the Strata Titles Act, 1973, The Proprietors—Strata Plan No.22785 hereby certifies that by a resolution, passed in accordance with the requirements of the above Act at a general meeting held on 16TH OF OCTOBER 1985..., it agreed to the subdivision illustrated by the plan which is identified by the signature(s) of the witness(es) to the affixing of its seal to this certificate.

The common seal of The Proprietors—Strata Plan No.22785 was hereunto affixed on 21ST OF OCTOBER 1987 in the presence of STANISLAUS JOHN LAING, being the person(s) authorised by section 55 of the ~~Strata~~ Titles Act, 1973, to attest the affixing of the seal.

THE PROPRIETORS-STRATA PLAN 22785 Common Seal 1973

THE COMMON SEAL OF WINPERE PTY. LIMITED WAS HEREUNTO AFFIXED BY AUTHORITY OF THE BOARD AND IN THE PRESENCE OF:

SECRETARY

DIRECTOR

Executed in my presence by AGC (ADVANCES) LIMITED by being signed sealed and delivered by [illegible] who is personally known to me and with certificate no. [illegible] REGION SERVICE [illegible] for the time being of the company and has no notice of revocation of Power of Attorney Registered No. 604 Book 3702 under the authority of which this document is executed.

CHRISTINA ISTORIOU
JUSTICE OF THE PEACE

FOR LOCATION PLAN SEE SHEET 2

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

MPD SURVEYOR'S REFERENCE: 1062 / 3

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

STRATA PLAN 32303

In pursuance of the Strata Titles Act, 1973, The Proprietors—Strata Plan No.22785 hereby certifies that by a resolution, passed in accordance with the requirements of the above Act at a general meeting held on 16TH OCTOBER ....1985...., it agreed to the subdivision illustrated by the plan which is identified by the signature(s) of the witness(es) to the affixing of its seal to this certificate.

D. P. 615110

3

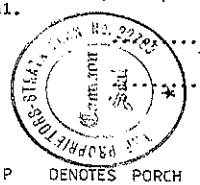
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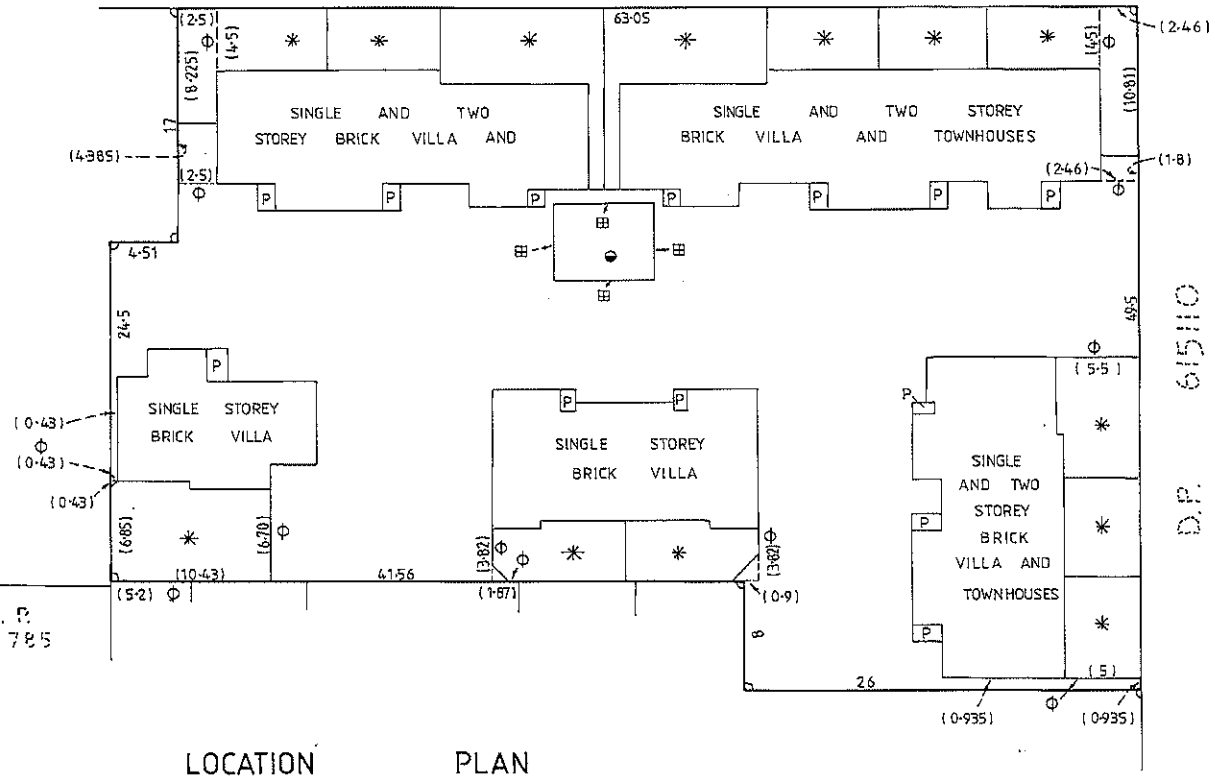
S. P. 22785

The common seal of The Proprietors—Strata Plan No.22785 was hereunto affixed on 21ST OCTOBER 1986 ..... in the presence of ..... STANISLAUS JOHN LAING ....., being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

.....

.....





S. P. 22785

D. P. 615110

LOCATION PLAN

P DENOTES PORCH

✱ DENOTES COURTYARD

Φ DENOTES PROLONGATION OF OUTER FACE OF BRICK WALL

◒ DENOTES CARPORT

⊞ DENOTES LINE OF EDGE OF ROOF

⌙ DENOTES RIGHT ANGLE

Reduction Ratio 1: 300

Lengths are in metres

J. J. Murray
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 10623

*OFFICE USE ONLY

Req:R376485 /Doc:SP 0032303 P /Rev:06-Feb-2009 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:2 of 4
Ref:Weeden /Src:M

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 Sheets

STRATA PLAN 32303 *

*OFFICE USE ONLY

AREAS ARE APPROXIMATE ONLY

* DENOTES COURTYARD LIMITED IN HEIGHT TO 3 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT

Φ DENOTES PROLONGATION OF OUTER FACE OF BRICK WALL

P DENOTES PORCH. PORCHES LIMITED IN HEIGHT TO 2·5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

◒ DENOTES CARPORT

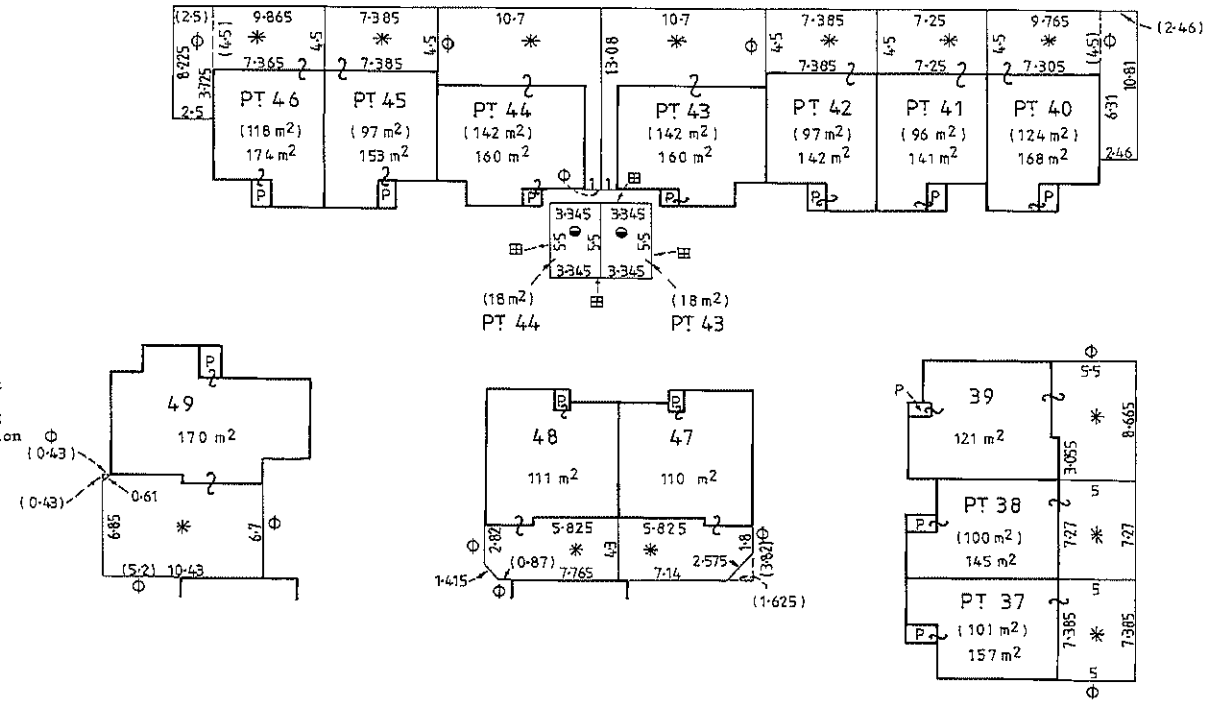
⊞ DENOTES LINE OF EDGE OF ROOF

In pursuance of the Strata Titles Act, 1973, The Proprietors—Strata Plan No.22785 hereby certifies that by a resolution, passed in accordance with the requirements of the above Act at a general meeting held on ..10 OCTOBER 1985....., it agreed to the subdivision illustrated by the plan which is identified by the signature(s) of the witness(es) to the affixing of its seal to this certificate.

The common seal of The Proprietors—Strata Plan No.22785 was hereunto affixed on ..21ST OCTOBER 1985.. in the presence of .....
.....STANISLAUS JOHN LAING.....,
being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

.....

.....



GROUND FLOOR

Reduction Ratio 1: 300

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE 1062 / 3

Req:R376485 /Doc:SP 0032303 P /Rev:06-Feb-2009 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:3 of 4
Ref:Weeden /Src:M

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

STRATA PLAN 32303

*OFFICE USE ONLY

In pursuance of the Strata Titles Act, 1973, The Proprietors—Strata Plan No.22785 hereby certifies that it has, by the special resolution referred to in section 37 (4) (a), agreed to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule on which this certificate is endorsed, which is identified by the signatures of the witnesses to the affixing of its seal hereto.

In pursuance of the Strata Titles Act, 1973, The Proprietors—Strata Plan No.22785 hereby certifies that by a resolution, passed in accordance with the requirements of the above Act at a general meeting held on ..16TH OCTOBER ..1985....., it agreed to the subdivision illustrated by the plan which is identified by the signature(s) of the witness(es) to the affixing of its seal to this certificate.

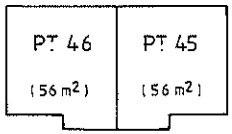
The common seal of The Proprietors—Strata Plan No. 22785 was hereunto affixed on ...21ST OCTOBER 1985..... in the presence of ....STANISLAUS JOHN LAING being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

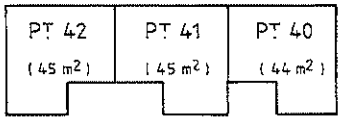
.....

.....

SCHEDULE OF UNIT ENTITLEMENT

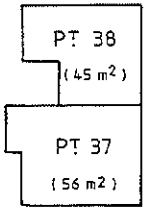
	LOT NO	UNIT ENT.	LOT NO.	UNIT ENT.
SP 22785	1	60	44	66
	2	58	45	70
	3	65	46	70
	4	65	47	60
	5	66	48	60
	6	66	49	71
	7	70	AGGREGATE	2 994
	8	70		
	9	70		
	10	67		
	11	67		
	12	68		
	13	69		
	14	68		
	15	68		
	18	1		
SP 30828	19	70		
	20	70		
	21	66		
	22	66		
	23	66		
	24	66		
	25	67		
	26	60		
	27	67		
	28	71		
	29	60		
	30	60		
	31	69		
	32	69		
	33	69		
	34	69		
	35	71		
	37	71		
	38	67		
	39	60		
	40	67		
	41	66		
	42	66		
	43	66		





AREAS ARE APPROXIMATE ONLY





FIRST FLOOR

Reduction Ratio 1: 300

Lengths are in metres

G. A. Mennear
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 1062/3

Req:R376485 /Doc:SP 0032303 P /Rev:06-Feb-2009 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:4 of 4
Ref:Weeden /Src:M

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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COUNCIL'S CERTIFICATE

The Council of the *City ~~Municipality/Shire~~ of LIVERPOOL ~~.....~~ having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* strata plan
~~* amendment of subdivision~~

illustrated herein.

~~*Council does not object to the commencement of the building beyond the registered set.~~

~~This approval is given on the condition that leads~~

~~Action must be taken in relation to an application under section 38 of the Strata Titles Act, 1973.~~

Date 2nd March 1985

Subdivision No. 1986/18

Council Clerk.

*Completing, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

I, GEOFFREY JAMES MURRAY

of 85-87 MOORE STREET LIVERPOOL

a surveyor registered under the Surveyors Act, 1929, hereby certify that—

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to subparagraphs (a) and (b) —

~~*(a) encroachment of the eaves of the building encroaches on a public place;~~

*(b) eaves and guttering of the building encroach on land other than a public place, in respect of which valid and continuing an appropriate easement has been created by registered ~~.....~~

* (5) the survey information recorded in the accompanying location plan is accurate.

Signature: G. J. Murray.

Date: 17-5-1985

* Delete if inapplicable
† State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in 5 sheets.

PLAN OF SUBDIVISION OF LOTS 11 AND 12 IN D.P. 711372

(E)

Mun./Shire City : LIVERPOOL

Locality : HAMMONDVILLE

Parish : HOLSWORTHY

County : CUMBERLAND

Reduction Ratio 1: ——

Lengths are in metres

STRATA PLAN 22787

Registered ✱ 17-5-1985

C.A. :Nº 1985/24 OF 2-5-1985

Purpose : STRATA PLAN

Ref. Map : 9137-5*

Last Plan : D.P. 711372

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE ~~REGISTERED~~ PROPRIETORS
STRATA PLAN NO. 22787
STEWART GARDENS
STEWART AVENUE
HAMMONDVILLE 2170

Signatures, seals and statements of intention to create easements or restrictions as to user.

THE COMMON SEAL OF WINPERE PTY LIMITED WAS HEREUNTO AFFIXED BY AUTHORITY OF THE BOARD AND IN THE PRESENCE OF:-

WINPERE PTY. LIMITED The Common Seal

DIRECTOR

SECRETARY

Signed at Sydney the 8th day of May 1985 For Commonwealth Bank of Australia by its duly appointed Attorney under Power of Attorney Book 3441 No. 699 who declares that he has not received notice of revocation of the Power.

Witness

G. D. HANSEN, J.P.

JOHN WILLIAM DIMENTS

FOR LOCATION PLAN SEE SHEET 2

LPD

SURVEYOR'S REFERENCE: 1062

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R376487 /Doc:SP 0022785 P /Rev:31-Oct-2008 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 5
Ref:Weeden /Src:M

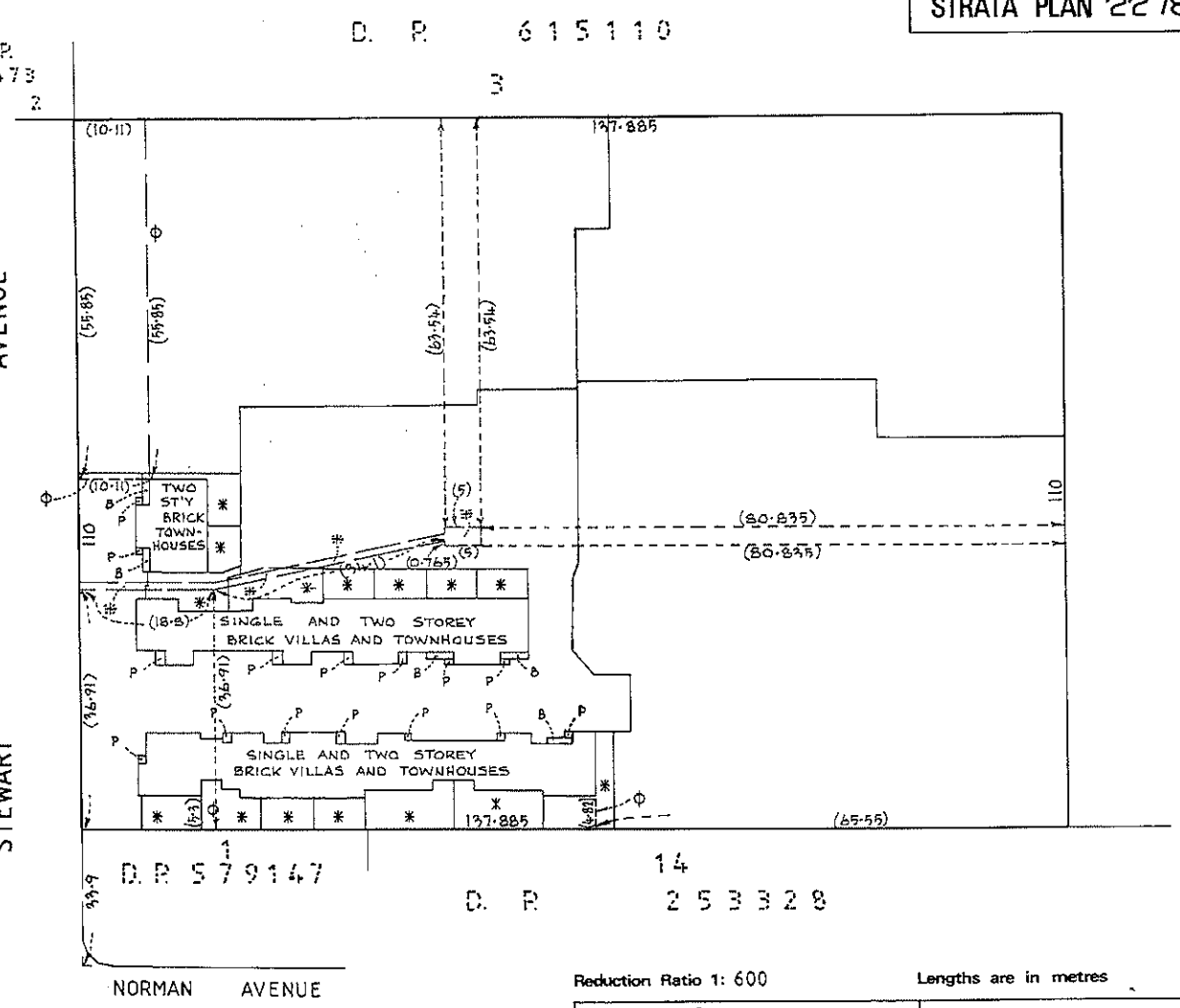
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 5 Sheets

STRATA PLAN 22785

B DENOTES BALCONY
P DENOTES PORCH
* DENOTES COURTYARD
Φ DENOTES PROLONGATION OF OUTER FACE OF BRICK WALL
⁜ EASEMENT FOR ELECTRICITY PURPOSES 1 AND 2·75 WIDE (VIDE D.P.637522)



LOCATION PLAN

Reduction Ratio 1: 600

Lengths are in metres

Registered Surveyor

D/Council Clerk

SURVEYOR'S REFERENCE: 1062

OFFICE USE ONLY

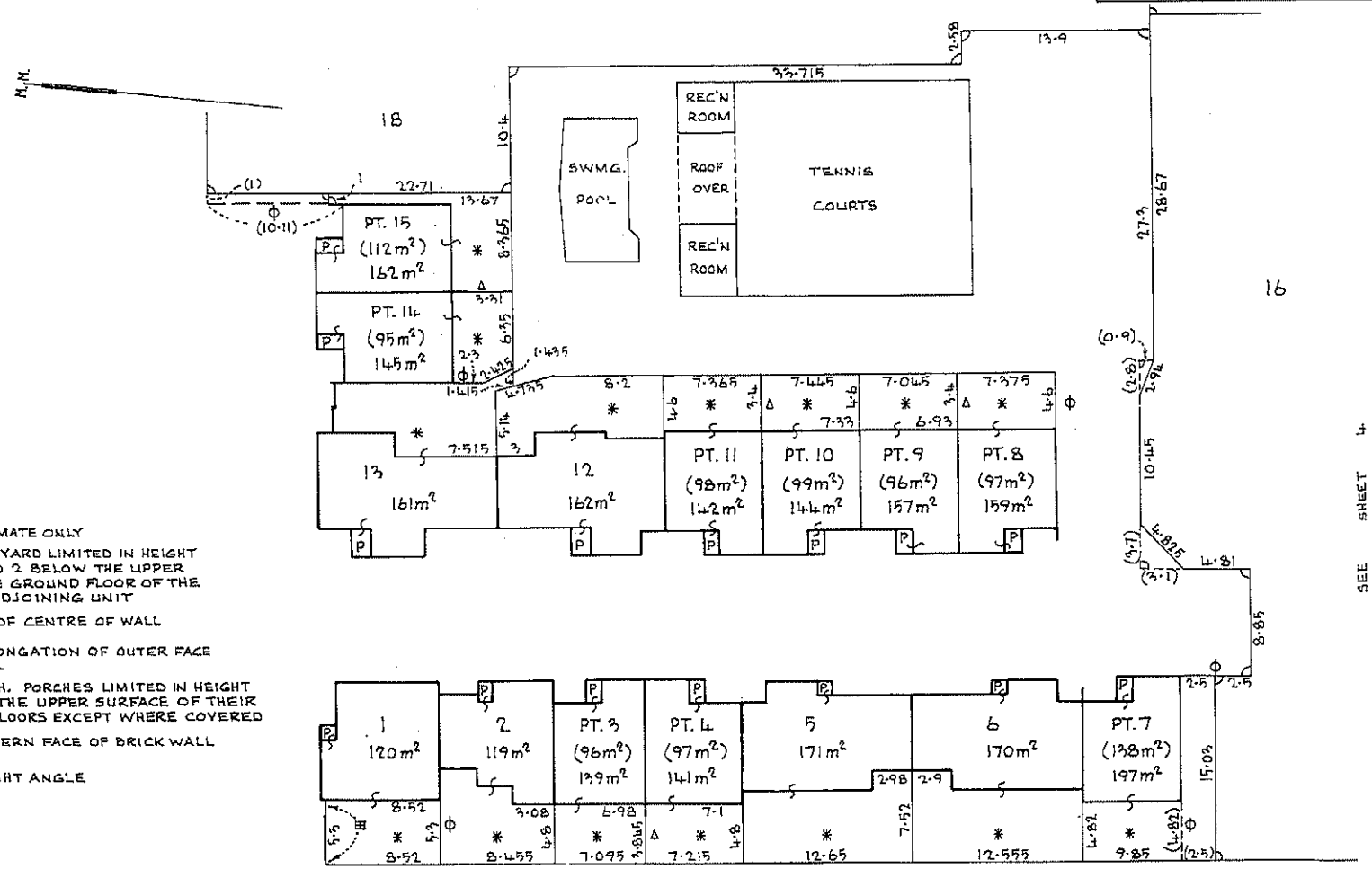
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Ref:Weeden /Src:M

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 5 Sheets

STRATA PLAN 22785



AREAS ARE APPROXIMATE ONLY

* DENOTES COURTYARD LIMITED IN HEIGHT TO 3 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT

Δ DENOTES LINE OF CENTRE OF WALL

ϕ DENOTES PROLONGATION OF OUTER FACE OF BRICK WALL

P DENOTES PORCH. PORCHES LIMITED IN HEIGHT TO 2·5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

▦ LINE OF SOUTHERN FACE OF BRICK WALL

⌐ DENOTES RIGHT ANGLE

GROUND FLOOR

Reduction Ratio 1: 300

Lengths are in metres

K.J. Murray. Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 1062

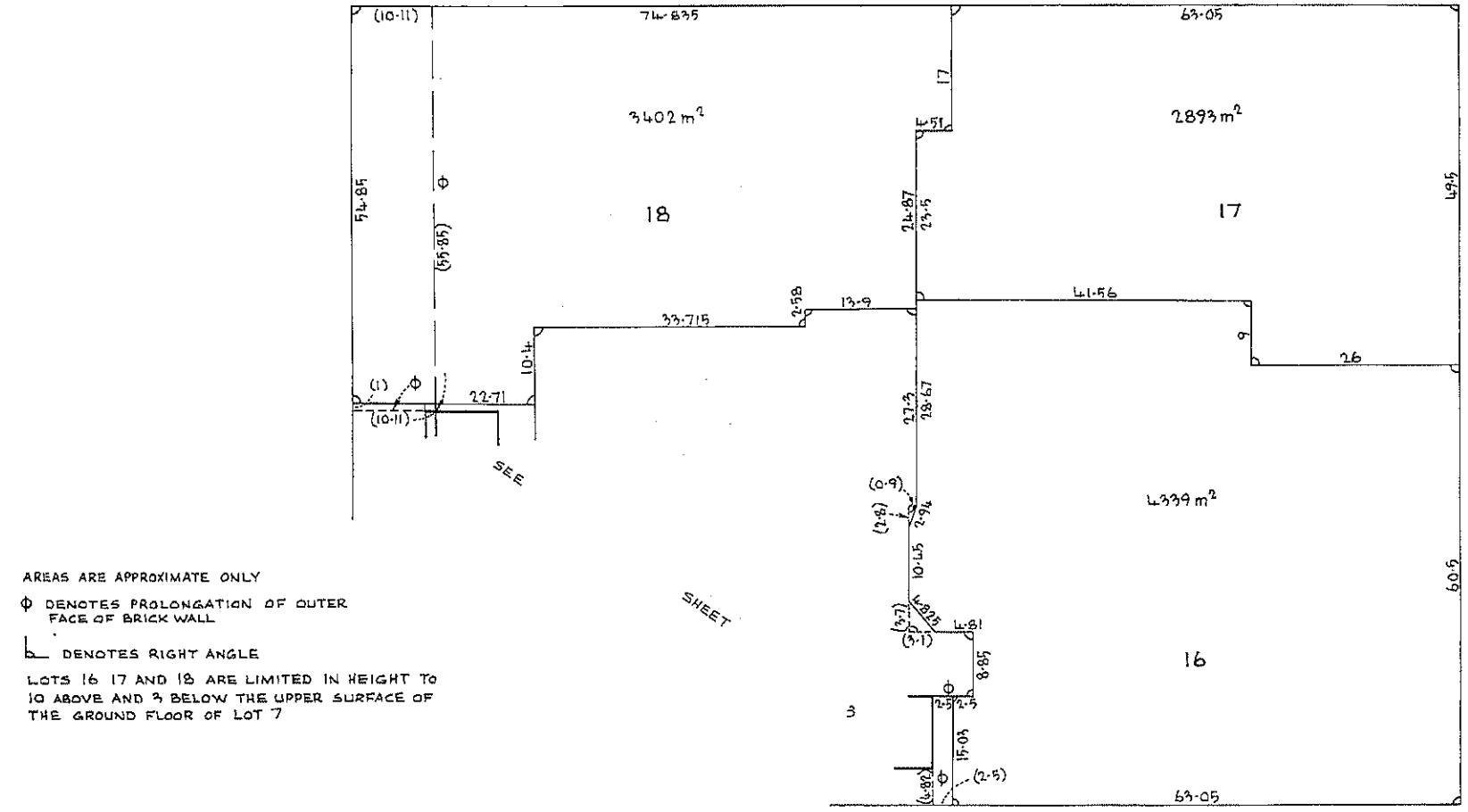
OFFICE USE ONLY

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Ref:Weeden /Src:M

Req:R376487 /Doc:SP 0022785 P /Rev:31-Oct-2008 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:4 of 5
Ref:Weeden /Src:M

FORM 2

STRATA PLAN 22785



AREAS ARE APPROXIMATE ONLY

Φ DENOTES PROLONGATION OF OUTER FACE OF BRICK WALL

└ DENOTES RIGHT ANGLE

LOTS 16 17 AND 18 ARE LIMITED IN HEIGHT TO 10 ABOVE AND 3 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF LOT 7

GROUND FLOOR

Reduction Ratio 1: 500

Lengths are in metres

G.J. Murray
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 1062

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

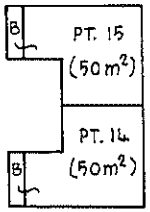
Sheet No. 5 of 5 Sheets

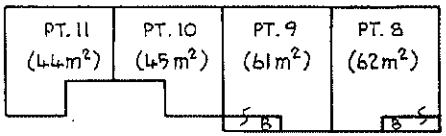
STRATA PLAN 22785

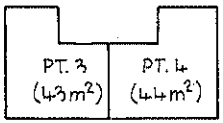
AREAS ARE APPROXIMATE ONLY

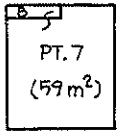
BALCONIES

B DENOTES BALCONY. LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED









FIRST FLOOR

SCHEDULE OF UNIT ENTITLEMENT	
LOT N°	UNIT ENTITLEMENT
1	60
2	58
3	65
4	65
5	66
6	66
7	70
8	70
9	70
10	67
11	67
12	68
13	69
14	68
15	68
16	1
17	1
18	1
AGGREGATE	1000

Reduction Ratio 1: 300

Lengths are in metres

K.J. Murray
Registered Surveyor

D/ Council Clerk

SURVEYOR'S REFERENCE: 1062

OFFICE USE ONLY

Req:R376487 /Doc:SP 0022785 P /Rev:31-Oct-2008 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:5 of 5
Ref:Weeden /Src:M

InfoTrack
Your Searching Partner

Req:R376489 /Doc:DP 0637522 P /Rev:31-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 1
Ref:Weeden /Src:M

PLAN FORM 1 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 249 of the (Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,

have been complied with by the applicant in relation to the proposed .....

(Insert "new road", "subdivision" or "consolidation (of")" set out herein

Subdivision No. .....

Date .....

(Signature) .....
Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

†Delete if inapplicable.

Surveyor's Certificate

I, GEOFFERY JAMES MURRAY

of 85-87 MOORE STREET LIVERPOOL

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan WAS COMPILED FROM D.P. 711372

is accurate and has been made †(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations 1933, and was completed on †

17-4-1985

Signature .....

Surveyor registered under Surveyors Act, 1929, as amended.

†Strike out either (1) or (2). †Insert date of survey.

PLAN OF EASEMENT FOR ELECTRICITY PURPOSES 1 AND 2·75 WIDE AFFECTING LOT 12 IN D. P. 711372

Mun./Shire City : LIVERPOOL

Locality: HAMMONDVILLE

Parish: HOLSWORTHY

County: CUMBERLAND

Reduction Ratio 1: 300

Lengths are in metres

D. P. 637522

Registered: 17-5-1985

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: 9137-5*

Last Plan: D. P. 711372

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 – 1964
IT IS INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY PURPOSES 1 AND 2·75 WIDE

THE COMMON SEAL OF WINPERE PTY LIMITED WAS HEREUNTO AFFIXED BY AUTHORITY OF THE BOARD AND IN THE PRESENCE OF:–

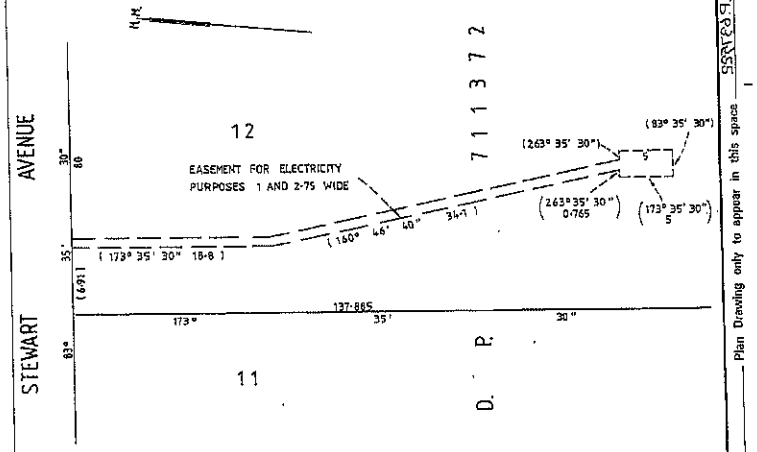
DIRECTOR

SECRETARY

Signed at Sydney this ... day of ... 19..
[Power of Attorney]
Bank of ... Limited under Power of Attorney No. 699 who declares that he has not received notice of revocation of the Power.

Witness

G. D. HANSEN, J.P.



M.P.D.

SURVEYOR'S REFERENCE 1062 B

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th May, 1985

Req:R376491 /Doc:DP 0637522 B /Rev:16-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 1
Ref:Weeden /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 1 of 1 Sheet

PART 1

Plan: D.P.637522

Plan of easement for electricity purposes 1 and 2.75 wide affecting Lot 12 in D.P.711372.

Full name and address of proprietor of the land:

WINPERE PTY LIMITED, a company having its Registered Office at 1st Floor, 12 Browne Street, Campbelltown NSW 2560.

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

Easement for electricity purposes 1 and 2.75 wide.

Schedule of lots etc affected

Lot Burdened

Lot 12 in D.P.711372

Lots etc benefited

The Prospect County Council

PART 2

1. Terms of easement firstly referred to in the abovementioned plan:

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

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

WINPERE PTY LTD Common Seal

Director

Secretary

Signed at Sydney the 31st day of March 1985 for St. [illegible] by [illegible] Power of Attorney [illegible] No. 669 who declared that [illegible] of revocation of the Power.

Witness

C. D. HANSEN, J.P.

JOHN WILLIAM DIMENTO

Mortgagee under mortgage No.V243937

DP637522 17-5-1985

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th May, 1985

InfoTrack
Your Searching Partner

Req:R376492 /Doc:DP 0638153 P /Rev:11-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 2
Ref:Weeden /Src:M

PLAN FORM 2 — Plan Drawing only to appear in this space — * OFFICE USE ONLY

D.P. 638153

Registered: 17-2-1986

C.A.

Title System: TORRENS
SUBSTITUTE PLAN

Purpose: EASEMENT

Ref. Map: 9137 - 5

Last Plan: D.P. 615110

PLAN OF EASEMENT TO DRAIN WATER 6 WIDE AND EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE WIDTH AFFECTING LOT 3 IN D.P. 615110

Reduction Ratio 1:600
Lengths are in metres.

Y 0 0 0 F 1 2 B

Signatures and seals only.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF LIVERPOOL WAS HEREUNTO AFFIXED ON THE DAY OF IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE DAY OF

MAYOR

COUNCIL CLERK

STEWART (20.115 W.) AVENUE

R.M. O.R.B. W.S. PO. 73° 35' 30"- 5.045 & 14.965 (D.P. 711372)
'A' PEG PO.
(83° 35' 30"-1)

D.P. 711569
S.P. 22785

PEG & R.M. G.I.P. PO. 353° 35' 30"- 0.5 (D.P. 711372)

PEG & R.M. G.I.P. PO. (D.P. 711372) 353° 35' 30"-0.5

HARRIS CREEK

Φ EASEMENT TO DRAIN WATER 6 WIDE

EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE WIDTH

Local Government Area, City, Municipality or Shire: LIVERPOOL
Locality: HAMMONDVILLE
Parish: HOLSWORTHY
County: CUMBERLAND

This is Sheet No. 2 of 2 sheets.
(Delete 'If insufficient')

I, GEOFFREY JAMES MURRAY
of 85-87 MOORE STREET, LIVERPOOL
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan
is accurate and has been made *(1) by me (2)accurately surveyed in accordance with the Survey Practice Regulations, 1933, and was completed on *(3)
17-12-1985
Signature
Surveyor registered under the Surveyors Act, 1929, as amended.
Datum Line of Azimuth 'A' - 'B'
*Delete out either (1) or (2). (3) Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserve, drainage reserve, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE:

1 EASEMENT TO DRAIN WATER 6 WIDE
2 EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE WIDTH

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans), and

*(b) the requirements of section 24B of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with, (or the applicant or claimant to the proposed
(insert "new road", "subdivision" or "consolidation" to suit circumstances)

Subdivision No.

Date

(Signature)
Council Clerk

*The part of certificate to be deleted where the application is only for a consolidation lot or the opening of a new road or where the land is to be retained in single ownership, the areas of operation of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
(Delete if inapplicable).

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 1062 C12

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th February, 1986

D.P. 638153 Sheet 1

Req:R376492 /Doc:DP 0638153 P /Rev:11-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:2 of 2
Ref:Weeden /Src:M

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) ~~the requirements of section 340 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, the Water, Sewerage and Drainage Act, 1938, as amended~~

have been complied with by the applicant in relation to the proposed EASEMENT [Insert "new road", "subdivision" or "consolidated lot"] set out hereon

Subdivision No. 1985/29

Date 4TH JUNE, 1985

[Signature] Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

*Delete // inapplicable.

Surveyor's Certificate

I, GEOFFREY JAMES MURRAY

of 85-87 MOORE STREET LIVERPOOL

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan WAS COMPILED FROM D.P. 615110

*It accords with [~~has been made~~] [~~it is by me completed~~] a compliance [~~departure~~] [~~accordance~~] with the Survey Practice Regulations 1933, and was completed on *

26-4-1985

Signature G.J. Murray

Surveyor registered under Surveyors Act, 1929, as amended.

*Strike out either (1) or (2). †Insert date of survey.

PLAN OF EASEMENT TO DRAIN WATER 6 WIDE AND EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE WIDTH AFFECTING LOT 3 IN D.P. 615110

Mun./Shire City : LIVERPOOL

Locality: HAMMONDVILLE

Parish: HOLSWORTHY

County: CUMBERLAND

Reduction Ratio 1: 600

Lengths are in metres

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS.

D.P. 638153

Registered: 17-2-1986

C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan:

Y 100 F 2 B

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE:

1 EASEMENT TO DRAIN WATER 6 WIDE

2 EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE WIDTH.

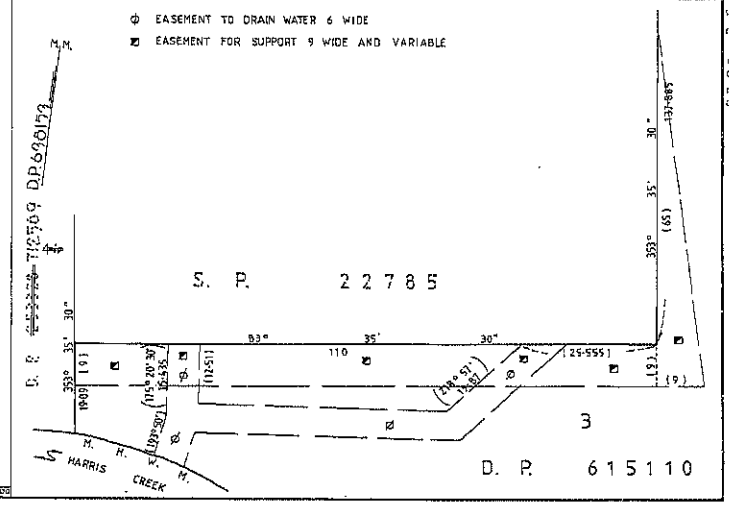
THE COMMON SEAL OF THE COUNCIL OF THE CITY OF LIVERPOOL WAS HEREUNTO AFFIXED ON THE FOURTH DAY OF JUNE, 1985 IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE SEVENTH DAY OF MAY, 1985.

MAYOR.

COUNCIL CLERK

Ø EASEMENT TO DRAIN WATER 6 WIDE

▨ EASEMENT FOR SUPPORT 9 WIDE AND VARIABLE



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 1062 C

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th February, 1986

Req:R376493 /Doc:DP 0638153 B /Rev:15-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 1
Ref:Weeden /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres — Sheet 1 of 1 Sheet

PART 1

Plan: DP638153 — Plan of easement to drain water 6 wide and easement for support 9 wide and variable width affecting Lot 3 in D.P.615110.

Full name and address of proprietor of the land: — THE COUNCIL OF THE CITY OF LIVERPOOL of 33 Moore Street, Liverpool NSW 2170.

1. Identity of easement firstly referred to in the above-mentioned plan: — Easement to drain water 6 wide.

Schedule of lots etc affected

Lot burdened	Lots etc benefited
Lot 3 in D.P.615110. (Vol. 14380 Fol. 4)	The Common Property in Strata Plan No.22785. (Vol. 15348 Fol. 60)

2. Identity of easement secondly referred to in the above-mentioned plan: — Easement for support 9 wide and variable width.

Schedule of lots etc affected

Lot burdened	Lots etc benefited
Lot 3 in D.P.615110. (Vol. 14380 Fol. 4)	The Common Property in Strata Plan No.22785. (Vol. 15348 Fol. 60)

PART 2

1. Terms of easement secondly referred to in the abovementioned plan:

Full and free right for the Registered Proprietors of the lots whose favour this easement is created and their successors in title and every person authorised by them, from time to time and at all times hereafter to enter go upon return pass and repass with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay or other material as shall be reasonably necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement any batter to serve as a support for the surface subsoil and undersurface of the dominant tenement and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the Registered Proprietor for himself and his successors in title covenants that he will not use or permit to be used the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for the dominant tenement and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency.

THE COMMON SEAL of THE COUNCIL OF THE CITY OF LIVERPOOL was hereunto affixed on the Fourth day of June, 1985 in pursuance of a resolution of the Council passed on the Seventh day of May, 1985:

A.R. Bowman J.P.
Mayor

Council Clerk

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH DP638153 17-2-1986

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th February, 1986

Req:R376494 /Doc:DL 6865228 /Rev:27-Jun-2000 /Sts:NO.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 2
Ref:Weeden /Src:M

6865228P

Form: 97-15CB
Licence: MID/0742/97

CHANGE OF BY-LA

New South Wales
Strata Titles Act 1973
Real Property Act 1900

(A) **COMMON PROPERTY REFERENCE TO TITLE**

CP/SP22785

(B) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Code
259E	MILLS CAMERON GALLAGHER, Lawyers Suite 302, 3 Carlingford Road, Epping 2121 DX 4416, EPPING Tel: (02) 9869 3888 Reference (15 character max): CEG:CH203318	CB

(C) The proprietors of Strata Plan No. 22785 certify that pursuant to a resolution passed on 2nd June, 2000 and in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996, the by-laws are changed as follows:

(D) **ADDED BY-SPECIAL LAW No's 1 and 2.**

As fully set out below:-

"1. In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the By Laws the Owners Corporation shall have the following additional powers, authorities, duties and functions:-

(a) The power to acquire and install colorbond fencing;

(b) Subject to clause (2.1) the power to repair and maintenance, renew or replace said fencing as may be necessary from time to time.

2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the By Laws the Owners Corporation shall have the following powers, authorities, duties and functions:-

(a) The power to acquire and install a pebblecrete pool lining;

(b) The power to repair and maintain, renew or replace said pool lining as may be necessary from time to time."

P203318_4.DOC

(E) The Common Seal of the Proprietors of Strata Scheme No.22785 was affixed on 13.06.2000 in the presence of BODY CORPORATE MANAGEMENT SERVICES PTY. LIMITED

THE PROPRIETORS-STRATA PLAN NO. 22785 Common Seal

.....
Signature of Witness

William J.H. Fry
Name of Witness (BLOCK LETTERS)
being the person authorised by Section 238 of the Strata Schemes Management Act 1966 to attest the affixing of the Seal.

.....
John Fry
Director

The Common Seal of BODY CORPORATE MANAGEMENT SERVICES PTY. LTD ACN 001 615 587 was hereunto affixed by authority of a resolution of the Board of Directors in the presence of:

Common Seal BODY CORPORATE MANAGEMENT SERVICES PTY. LTD. A.C.N. 001 615 587

Ian A C Robertson
.....
A person duly appointed by the Board

.....
Ian Allen Cairns Robertson Director

Req:R376495 /Doc:DL AK078333 /Rev:15-Jan-2016 /Sts:SC.OK /Pgs:ALL /Prt:16-Mar-2017 17:01 /Seq:1 of 6
Ref:Weeden /Src:M

Form: 15CB
Release: 3·2

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900

AK78333F

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/SP22785

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	~~Westside Strata Management P.O Box 191 Yasoona NSW 2194~~ GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 LLPN: 123820V Reference: ~~Franck Ph: 02 8230~~ 6900	CB

(C) The Owners-Strata Plan No. CP/SP22785 certify that pursuant to a resolution passed on 25 October 2014 and

(D) in accordance with the provisions of Section ~~47~~ 52 of The Strata Schemes Management Act, 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special by-law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

Resolved that The owners Corporation specially resolves pursuant to Section ~~47~~ 52 of The Strata Schemes Mangement Act 1996 to make an additional by-law in the following terms:-
Special by-law 3 - Solar Panels

Attached hereto and marked with the letter "A"

RELODGED
11 JAN 2016
TIME: 1-30

(F) The common seal of the Owners-Strata Plan No. CP/SP22785 was affixed on 01 December 2015 in the presence of—

Signature(s):

Name(s): Franck Vigouroux

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1111

"ANNEXURE A"

Special By-Law No. 3 Solar Panels

1. Introduction

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

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

2. Definitions & Interpretations

2.1 In this by-law:

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

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

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

"Lot" means lot within the Strata Scheme.

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

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

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

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Strata Schemes Management Act 1996.

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

"Strata Scheme" means the Strata Schema In respect of which this by-law applies.

"Strata Legislation" means the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes Management Act 1996.

"Works" means the installation of solar panels on top of the existing roof directly above the Lot, in accordance with the specifications and location drawings attached to this by law, including the installation of such wiring, pipes and conduits as are required for the effective use of the solar power panels by the Owner.

THE OWNERS-STRATA PLAN NO. 22185 Common Seal

This is page 1 Of 5 of Annexure "A"
Referred to in Special by law
By Franck Vigouroux dated 1/12/15
Before me

JEFFREY SUN
JUSTICE OF THE PEACE
REG. NO. 144836

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural arid vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders, .

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, thon the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling an obligation which the Owners

THE OWNERS-STRATA PLAN 82186 Common Seal

This is page 2 of 5 of Annexure "A"
Referred to in Special by law
By Franck Vigouroux dated 1/12/15
Before me

JEFFREY SUN
JUSTICE OF THE PEACE
REG. NO. 144836

Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and that part of the Common Property on which the Works have been installed and, when necessary, renewing or replacing any part of the Works and the Common Property on which the Works have been installed.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 request in writing the approval form from the Owners Corporation to carry out the Works and provide with the request, details and specifications of the units to be installed and location drawings, along with a signed statement that the Owner will comply with Special By-Law No. 1;

4.1.1.2 give the Owners Corporation at least 7 days' notice of the commencement of the Works once the approval has been given by the Owners Corporation to proceed with Works;

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not loss than $10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.4 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

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

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

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

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

THE PRESIDENT'S SEAL Common Seal

This is page 3 of 5 of Annexure "A"
Referred to in Special by-law
by Franck Vigouroux dated 1/12/15
Before me

JEFFREY SUN
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4.2.1.2 **Quality of the Works**
make certain the Works are in accordance with any specification,

4.2.1.3 **Variation to Works**
not vary the Works without obtaining the prior written approval of the Owners Corporation,

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

4.2.1.5 **Times for Renovations**
ensure that the Works are only carried out between the hours of 8.00am — 4.30pm on Monday — Friday and are not performed on weekends or public holidays,

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

4.2.1.7 **Costs of Works**
pay all costs associated with the Works,

4.2.1.8 **Comply with All Laws**
comply with all statutes, by-laws, regulations, rules and other laws for the time boing in force and which are applicable to the Works, and

4.2.1.9 **Right of Access**
give the Owners Corporation's nominated representative(s) across to inspect the Works within 4-8 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete and provide a signed Certificate of Compliance for the Works from the installing contractor,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the slate which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by law have been complied with).

THE OWNERS - STRATA PLAN NO 22185 Common Seal

This is page 4 of 5 of Annexure "A"
Referred to in Special By-law
By Franck Vigouroux dated 1/12/15
Before me

JEFFREY SUN
JUSTICE OF THE PEACE
REG. NO. 144836

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works, and when necessary, renewing or replacing any part of the Works and the Common Property on which the Works have been installed no matter when such damage, renewing or replacement may become evident or necessary,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

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

4.6 Access

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

5.0 Breach of this By-Law

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

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

THE PROPRIETORS-STRATA PLAN 2 Common Seal

This is page 5 of 5 of Annexure "A"
Referred to in Special By-law
By Franck Vigouroux dated 1/12/17
Before me

JEFFREY SUN
JUSTICE OF THE PEACE
REG. NO. 144836

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 149
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 9170301:46228
Ppty: 30108

Cert. No.: 5238
Page No.: 1 of 9

Applicant:
MARK KELADA & ASSOCIATES
PO BOX 211
ERMINGTON NSW 1700

Receipt No.: 3587692
Receipt Amt.: 53.00
Date: 17-Mar-2017

The information in this certificate is provided pursuant to Section 149(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 42 SP 32303
Street Address: 42/ 109 STEWART AVENUE, HAMMONDVILLE NSW 2170

Note: Items marked with an asterisk (*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.

Note: Commonly Used Abbreviations:
LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

LIVERPOOL CITY COUNCIL

1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 33 – Hazardous and Offensive Development
SEPP No 44 – Koala Habitat Protection
SEPP No 50 – Canal Estate Development
SEPP No 55 – Remediation of Land
SEPP No 62 – Sustainable Aquaculture
SEPP No 64 – Advertising and Signage
SEPP No 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (State and Regional Development) 2011

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

(a) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010
Draft SEPP (Coastal Management) 2016 (part of lot)

(b) The name of each DCP that applies to the carrying out of development on the land.

Liverpool DCP 2008

LIVERPOOL CITY COUNCIL

1. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

(a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - Liverpool LEP 2008

(b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

(c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings

(d) The purposes for which the instrument provides that development is prohibited within the zone

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

(e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

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

No

(g) Is the land is in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

2. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Housing Code and Rural Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	
General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not

have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

3. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(a) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

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

No

5. Road widening and road realignment

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(a) An EPI?

No

(b) A resolution of the council?

No

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	Yes
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	Yes
	Liverpool DCP 2008	Yes
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

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

7. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 27 of the Act?

No

8. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?

No

9. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 7A of the Threatened Species Conservation Act 1995, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

Yes, all of the land is bushfire prone land

11. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

12. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

13. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

14. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

15. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

16. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

17. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

18. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

19. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

20. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(a) Subject to a management order within the meaning of that Act?

No

(b) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(c) Subject to an ongoing maintenance order within the meaning of that Act?

No

(d) Subject of a site audit statement within the meaning of that Act? *

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.

For further information, please contact
CALL CENTRE – 1300 36 2170

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 149
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Luke West
Administration Services Coordinator
Liverpool City Council

Customer Service Centre Ground Floor, 33 Moore Street, Liverpool NSW 2170, DX 5030 Liverpool
All correspondance to Locked Bag 7064 Liverpool BC NSW 1871 Call Centre 1300 36 2170
Fax 9821 9333 Email lcc@liverpool.nsw.gov.au
Web www.liverpool.nsw.gov.au NRS 13 36 77 ABN 84 181 182 471

Application No. 9578872 Created on Mar 16, 2017 5:02:15 PM

0479410

SEWERAGE SERVICE DIAGRAM No. 0479410

City of LIVERPOOL (Hammondville)

SYMBOLS AND ABBREVIATIONS

SEWER AVAILABLE

Where the sewer is not available a special inspection is required. The Board accepts no responsibility for the suitability of the drawings as indicated by the scope of services of the client's agent.

Scale 1:500

SHEET No. 04794

WO A87968 - SG 4 85

150 VCP

150 VCP

STEWART AVE

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