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Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Laing & Simmons, Miranda** **39 Kiora Road, Miranda, NSW 2228**	**Phone: 9524 8477** **Fax: 9524 8541**
co-agent		
vendor	**Luke Matthew Edward Cruden and Mark Francis Cruden**	
vendor's solicitor	**David Petty Conveyancing Services Pty Ltd** **Suite 1B, 589 Kingsway, Miranda NSW 2228** **PO Box 363, Miranda NSW 1490**	**Phone: 02 9531 1055** **Fax: 02 9531 1622** **Ref: DP:AT:2017237** **E:david@dpcs.net.au**
date for completion	**28th day after the contract date** (clause 15)	
land (address, plan details and title reference)	**14/247 Kingsway, Caringbah, New South Wales 2229** **Registered Plan: Lot 14 Plan SP 22042** **Folio Identifier 14/SP22042**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions

purchaser

purchaser's solicitor

price $

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

balance $

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

buyer's agent deposit to be invested ☐ NO ☐ Yes

vendor **witness**

GST AMOUNT (optional)
The price includes
GST of: $

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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
Michael Roberts Strata Management Services
PO Box 696, HURSTVILLE BC NSW 1481 Phone: 8567 5900

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 for 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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.**

14/26 25 KINGSWAY CARINGBAH NSW 2229

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.

14/47-25 KINGSWAY CARINGBAH NSW 2229

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.

14/247-251 KINGSWAY CARINGBAH NSW 2229

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

LPA 1951 KINGSWAY CARINGBAH NSW 2229

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

14/247-251 KINGSWAY CARINGBAH NSW 2229

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.

14/247-251 KINGSWAY CARINGBAH NSW 2229

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.

14/247-251 KINGSWAY CARINGBAH NSW 2229

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*.

14/247 251 KINGSWAY CARINGBAH NSW 2229

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.

LAND OR TWEEDSVILLE CARINGBAH NSW 2229

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.

TAKE AFRA KIRRAWA YOUNG RNIGBAH NSW 2229

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*;

14/247 251 KINGSWAY CARINGBAH NSW 2229

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

14/247-251 KINGSWAY CARINGBAH NSW 2229

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.

14/247-251 KINGSWAY CARINGBAH NSW 2229

WARNING NOTICE

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.

AMENDMENTS TO THE PRINTED CLAUSES OF THE CONTRACT

Clause 2

Clause 2.4 is amended by inserting the words "or Electronic Funds Transfer" after the word "cheque"

Clause 7

Clause 7.1.1 "5%" is reduced to "$1"

Clause 7.2.1 "10%" is reduced to "$1"

Clause 8

Clause 8.1 Delete the words "on reasonable grounds"

Clause 10

Clauses 10.1.8 and 10.1.9 Replace the word "substance" with the word "existence"

Clause 16

Clause 16.5 Delete the words "plus another 20% of that fee"

Clause 16.6 is amended by inserting the words "at least fourteen (14) days prior to the completion date" after the words "the land" on the first line

Clause 16.7 Delete the words "cash (up to $2,000) or". Amend the word "settlement" to read "Bank"

Clause 16.8 is amended by replacing the word "settlement" with the word "Bank" and replacing "$10" with "$5"

Clause 23

Clause 23.14 is Deleted

Clause 24

Clauses 24.1, 24.1.1, 24.1.2, 24.4, 24.4.1 are Deleted

Clause 25

Clause 25 is Deleted

SPECIAL CONDITIONS

1. The Purchaser(s) acknowledge that they do not rely upon any warranty or representation made by the Vendor(s) Agent except as such as are expressly provided for in the Contract. The Purchaser(s) acknowledge that they have relied entirely upon their own enquiries and inspections made before entering this Contract.

2. The property and its improvements are sold in their present condition and state of repair with all defects, if any, whether latent or patent. The Purchaser(s) shall not be entitled to make any requisitions, objections, or claims for compensation in respect of the condition of the property nor with regard to the suitability of the property for a particular purpose, nor shall the Purchaser(s) require the Vendor(s) to carry out any work on the property after the date of the Contract.

3. The Purchaser shall take title subject to the existing water sewerage and drainage, gas, electricity or other installations and services, if any, to the property and shall make no objection, requisition or claim for compensation if any such services are joint services with any other lot, property or properties or if the sewer of the Sydney Water Corporation passes through or penetrates the property or the parcel (as defined by the Act), or if the building of which the property forms part is erected over the sewer of the Sydney Water Corporation.

4. The Purchaser warrants that it was not introduced to the Vendor of the property by any Real Estate Agent except the Agent (if any) named in the Contract and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall not merge on completion.

5. 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 it is agreed that should a party, or if more than one anyone of them, prior to completion:

   Die or become mentally ill (as defined in the Mental Heath Act) or be declared bankrupt then either party may rescind this Contract by notice in writing to the otherparties Conveyancer/Solicitor whereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or

   If that party is a company, resolve to go into liquidation or enter into any scheme or arrangement with its Creditors under Legislation or should any Liquidator, receiver or

official manager be appointed then that party will be deemed to be permanently in default of an essential condition of this Contract.

6. Should either party fail to complete this Contract within the time specified in Clause 15 hereof, then either party shall be entitled to serve upon the other a Notice to Complete this Agreement requiring that party to complete the same within fourteen days of the date of such Notice and making such time for completion of the essence of the Agreement and the parties hereto acknowledge that any notice so given shall be valid for all purposes both at Law and in Equity and that the time for completion of the Agreement therein specified shall be reasonable and of the essence of the Agreement and they shall not be entitled to make any objection thereto and if either party shall fail to comply with the same the other shall forthwith be entitled to terminate the said Agreement BUT PROVIDED ALWAYS that the party serving the notice shall be at liberty at anytime to withdraw the said Notice without prejudice to his continuing right to give any further such notice. The Purchaser acknowledges that if they are served with a Notice to Complete that they will pay the sum of $500.00 to cover legal costs and other expenses incurred as a consequence of the delay.

7. Notwithstanding anything herein contained, if the purchaser fails to complete this agreement on or before the due date for completion, otherwise than through any default of the Vendor, then the Purchaser agrees to pay, at completion, in addition to the purchase price, interest on the balance purchase price at the rate of 12% per annum calculated from the due date for completion to the date of completion. Payment of interest in accordance with this clause is an essential term of this Contract.

8. The Transfer is to be served on the Vendor's Conveyancer in accordance with clause 4.1 of the Contract. If the Transfer is not received within the time stipulated in clause 4.1, an allowance will be made on settlement in the sum of $100.00 in favour of the Vendor or Vendors Conveyancer being additional handling costs.

9. The deposit holder is authorised to release to the Vendor the deposit provided that such moneys so released shall only be used by the Vendor to assist in the purchase of real property or payment of stamp duty and shall only be paid into the trust account of a licensed real estate agent, Conveyancer; solicitor or to the Office of State Revenue and shall not be further released without the consent of the purchaser until completion.

10. Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition under Clause 8 hereof.

11. ~~The Vendor does not warrant that any swimming pool on the property complies with the requirements imposed by the Swimming Pool Act 1992 and the regulations prescribed under the Act.~~

~~The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and the erection of a warning notice.~~

~~The Purchaser shall make no objection requisition or claim for compensation in relation to the above and shall not be entitled to rescind this contact.~~

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

~~13. Annexed hereto is a copy of a Survey Certificate by _____ dated _____. The Purchaser shall make no objection requisition or claim for compensation in relation to the above and shall not be entitled to rescind this contact.~~

14. The purchaser acknowledges that the only form of requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5 are those enclosed in the Contract and are deemed to be served at the date of this Contract.

15. Deposit By Instalments

(to be used where reduced deposit payable)

(a) Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

(i) the sum of $_____ shall be paid to the Depositholder on the date of this Contract; and

(ii) the balance of $_____ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate this Contract.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the Purchaser any outstanding Deposit payable pursuant to sub-clause (ii).

(to be used where contracts are exchanged subject to a cooling off)

(b) Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

(i) the sum of $_____ (being 0.25% of the price) shall be paid to the Depositholder on the date of this Contract; and

(ii) the balance of the 10% deposit being $_____ shall be paid to the Depositholder on or before the expiration of the Cooling Off period and in this respect time shall be of the essence.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the Purchaser any outstanding Deposit payable pursuant to sub-clause (ii).

(where contracts are exchanged subject to cooling off and reduced deposit payable)

(c) Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

(i) the sum of $_____ (being 0.25% of the price) shall be paid to the Depositholder on the date of this Contract;

(ii) the sum of $_____ shall be paid to the Depositholder on or before the expiration of the Cooling Off period and in this respect time shall be of the essence; and

(iii) the balance of $_____ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate the Contract.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the Purchaser any outstanding Deposit payable pursuant to sub-clauses (ii) and (iii).

16. If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser:

.....of ....., and

.....of.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

.....	.....
Name of Witness	Signature of Guarantor
.....	.....
Signature of Witness	Signature of Guarantor

InfoTrack
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Information Broker

Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 14/SP22042

SEARCH DATE	TIME	EDITION NO	DATE
28/4/2017	10:52 AM	9	30/9/2010

LAND

LOT 14 IN STRATA PLAN 22042
AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

LUKE MATTHEW EDWARD CRUDEN
MARK FRANCIS CRUDEN
AS TENANTS IN COMMON IN EQUAL SHARES (T AF793313)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP22042
2 AF793314 MORTGAGE TO IMB LTD

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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Title Search

InfoTrack

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP22042

SEARCH DATE	TIME	EDITION NO	DATE
4/5/2017	11:15 AM	5	28/5/2012

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 22042 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP22042

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 22042
ADDRESS FOR SERVICE OF DOCUMENTS:
247-251 KINGSWAY
CARINGBAH 2229

SECOND SCHEDULE (9 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
3 645158 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
4 SP22042 RESTRICTION(S) ON THE USE OF LAND
5 I593418 CHANGE OF BY-LAWS
6 AA486667 CHANGE OF BY-LAWS
7 AD897871 CHANGE OF BY-LAWS
8 AF486091 CHANGE OF BY-LAWS
9 AH11641 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1600)

STRATA PLAN 22042

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	80	2	76	3	80	4	80
5	76	6	80	7	80	8	80
9	80	10	80	11	80	12	80
13	80	14	80	15	80	16	80
17	83	18	80	19	85	20	80

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP22042 PAGE 2

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.

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the Shire/Municipality/City of SUTHERLAND hereby certifies that the requirements of the Strata Titles Act, 1973 have been complied with, and hereby approves of the accompanying plan.

Date 5-5-83

Subdivision No. S.T.C. 2/83

Council Clerk

*Councillor, or Delete if inapplicable

SURVEYOR'S CERTIFICATE

I, Neil Frederick INGRAM

of 2 Ocean Grove Ave, CRONULLA

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

(1) each wall, the outer surface or any part of which encroaches substantially and is shown on the accompanying floor plan as a boundary of a proposed lot, exists;

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

(3) any wall, floor, ceiling or structure (apart from a wall, floor or ceiling referred to in paragraph (1) or (2)) by reference to which any boundary of a proposed lot is shown in the accompanying floor plans is defined, as the case may be, exists;

(4) any building comprising a portion of the land shown on the accompanying location plan, and such encroachment as is shown on the accompanying floor plan are wholly within the perimeter of the parent lot shown on the accompanying location plan.

(5) [illegible] and external walls of the building comprising the proposed strata scheme are built within the boundaries of the parent lot shown on the accompanying location plan, except as shown on the accompanying floor plan.

* (6) the survey information recorded in the accompanying location plan is adequate.

Signature

Date 18th JANUARY, 1983

* Delete if inapplicable

† Specify whether building or plan, and quote registered number.

This is sheet 1 of my Plan in 4 sheets.

PLAN OF SUBDIVISION OF LOTS 1, 2, 3 IN D.P. 6523 (E)

~~Main/Shire City~~ : SUTHERLAND Locality : CARINGBAH

Parish : SUTHERLAND County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres (m)

STRATA PLAN 22042

Registered 15-10-1984

C.A. : No STA 2/83 of 5-5-1983

Purpose : STRATA PLAN

Ref. Map : U0930-72*

Last Plan : D.P.6523

Name of, and *address for service of notices on, the body corporate

*Address required on original strata plan only.

THE PROPRIETORS, STRATA PLAN 22042
NOS. 247-251 KINGSWAY, CARINGBAH 2229

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

PURSUANT TO SEC. 88 b OF THE CONVEYANCING ACT 1919-64, AND SEC. 7(3) OF THE STRATA TITLES ACT, 1973, IT IS INTENDED TO CREATE

1. RESTRICTION AS TO USER

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK.

Common Seal
HYNLONG PTY. LIMITED

Signed and sealed by the said Bank at Sydney by its Attorney

GRAEME ALFRED AUSTIN

who is personally known to me

JUSTICE OF THE PEACE FOR NEW SOUTH WALES

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED INCORPORATING ANZ BANK AND KEBA BANK by its Attorney

and I, the said Attorney, state that I have not received any notice of the revocation of or of the Power of Attorney registered in the Office of the Registrar General in Sydney as No. 394, Book 3403 under which this document is executed.

ASSISTANT MANAGER FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

FOR LOCATION PLAN

SEE SHEET 2

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

M.P.D.

SURVEYOR'S REFERENCE: M222/82

Plan Drawing only to appear in this space

Req:R741106 /Doc:SP 0022042 P /Rev:03-Oct-2008 /Sts:SC.OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:3 of 4
Ref:3343163 /Src:U

2b 55045 split

FORM 2

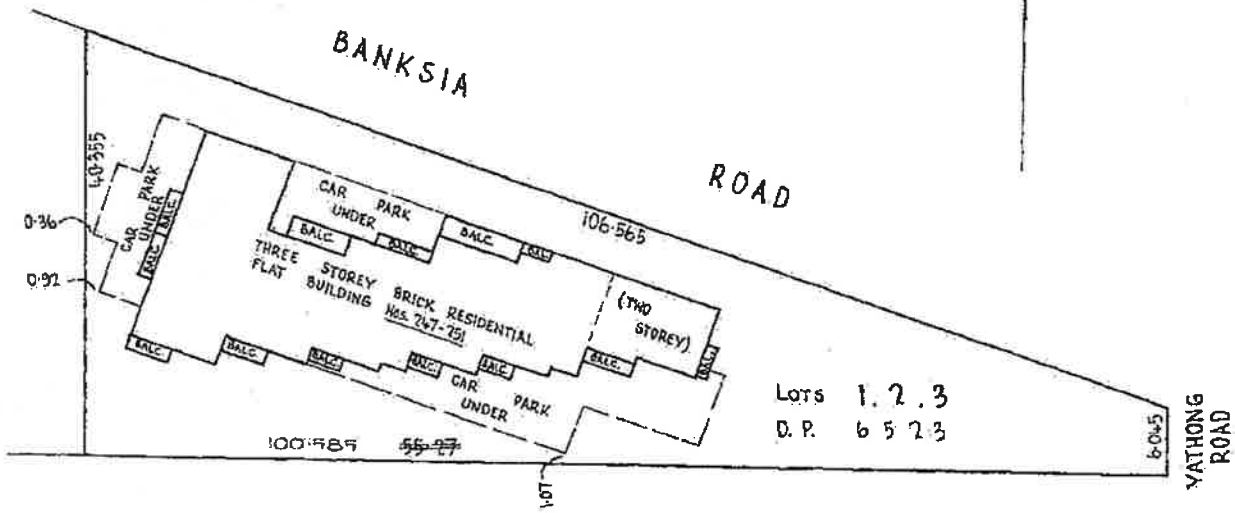
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

STRATA PLAN 22042

Req:R741106 /Doc:SP 0022042 P /Rev:03-Oct-2008 /Sts:SC.OK /Prt:23-Jun-2010 12:38 /Pgs:ALL /Seq:2 of 4
Ref:2343163 /Src:D

LOCATION PLAN



Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor

S.T.A. 2/83

Council Clerk

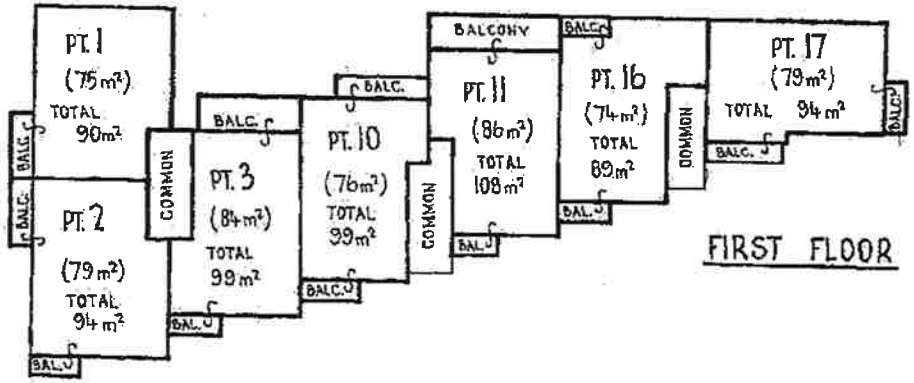
SURVEYOR'S REFERENCE: M.722/82

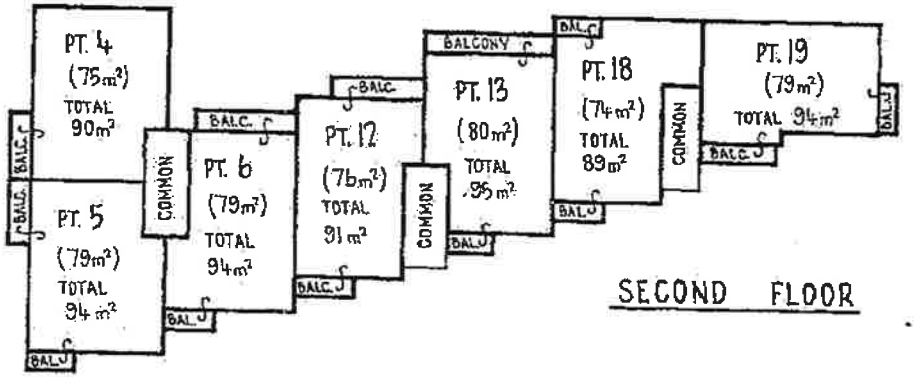
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 Sheets

STRATA PLAN 22042





SECOND FLOOR BALCONIES OF LOT 19 ARE COVERED BY ROOF.

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

S.T.R. 2/83

Council Clerk

SURVEYOR'S REFERENCE: H.222/82

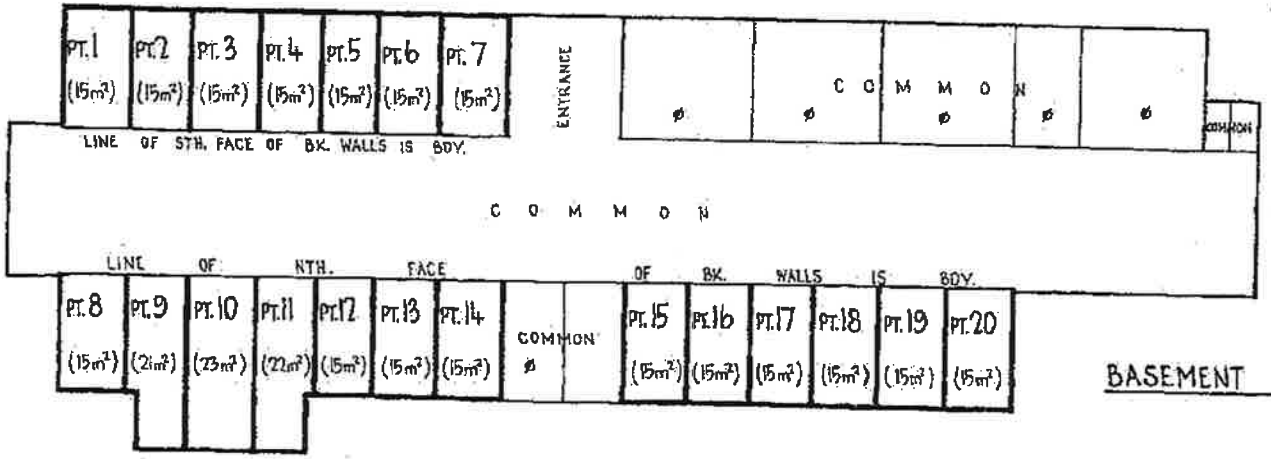
Req:R741106 /Doc:SP 0022042 P /Rev:03-Oct-2008 /Sts:SC.OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:3 of 4
Ref:3343169 /Src:U

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

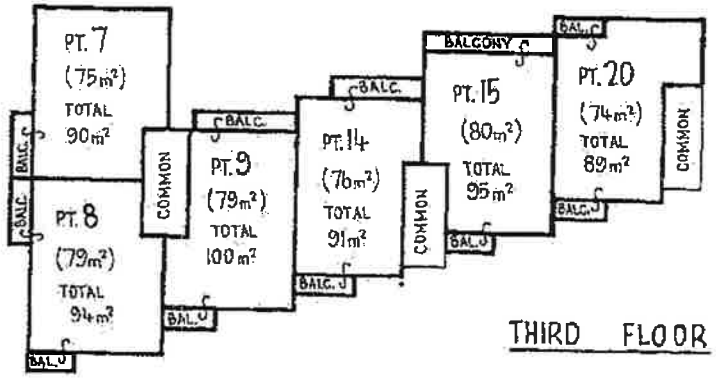
STRATA PLAN 22042



Ø VEHICLE PARKING AREAS

BASEMENT GARAGES

LOT NO.	UNIT ENT'T.	LOT NO.	UNIT ENT'T.
1	80	11	80
2	76	12	80
3	80	13	80
4	80	14	80
5	76	15	80
6	80	16	80
7	80	17	85
8	80	18	80
9	80	19	85
10	80	20	80
		AGG.	1600



THIRD FLOOR

THIRD FLOOR BALCONIES ARE COVERED BY THE ROOF.

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

S.T.A. 2/83

Council Clerk

SURVEYOR'S REFERENCE: M.222/82

Req:R741105 /Doc:SP 0022042 B /Rev:03-Oct-2008 /Sts:SC.OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:4 of 4
Ref:3343163 /Src:U

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88A OF THE CONVEYANCING ACT, 1919.

PART 1

Plan SP22042

Subdivision covered by Council Clerk's Certificate No. 673 [illegible] 1963

Full name and address of Proprietors of the land:

Hyalong Pty. Limited a Company duly incorporated and having its registered office at 18 Carrale Street, Cronulla.

1. Identity of easement or restriction firstly referred to in abovementioned Plan:

Restriction as to User

Schedule of Lots, etc. affected

Lots Burdened	Lots, name of road or Authority benefited
The Common Property	The Council of the Shire of Rotherland

PART 2

TERMS OF RESTRICTION AS TO USER FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

The areas denoted on the plan as common car spaces shall not be used for any other purpose than as parking spaces and this restriction shall not be released, varied or modified without the consent of the Council of the Shire of Rotherland.

The Common Seal of HYALONG PTY. LIMITED was hereunto affixed pursuant to a resolution of the Directors in the presence of:

Secretary

Director

Common Seal HYALONG PTY. LIMITED

Approved by the Council of the Shire of Rotherland

Council Clerk

This is Sheet 1 of a 1 Sheet Instrument.

INSTRUMENT SETTING OUT EASEMENTS CREATED PURSUANT TO SECTION 88A CONVEYANCING ACT, 1919 [illegible] WAS SP22042 15-10-1984

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

16th October, 1984

Req:RD460054 /Doc:DL 6645158 /Rev:26-Feb-1997 /Sts:OI.OK/Prt:14-Apr-2003 09:55 /Pgs:4
/Ref:230185 /Src:M

REGD 6 FEB 1912 3.

Transfer 10-0
Conf 1-0-0
Sch 10-0
Cea 2-0

£0 2 0

64[illegible]

NEW SOUTH WALES

MEMORANDUM OF TRANSFER.

REAL PROPERTY ACT 1900.

16 FEB 1912

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of ninety nine years from the first day of July one thousand eight hundred and ninety nine under the Memorandum of Lease registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in consideration of the sum of Three hundred and twenty nine pounds three shillings and four pence paid by DANIEL BAIN of Manly in the State of New South Wales Gentleman to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt of the Manager hereto annexed) DOTH HEREBY in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Daniel Bain ALL the estate and interest of the registered proprietor in fee simple in the surface of ALL THAT piece of land containing about [illegible] situate in the Parish of Sutherland and being part of the land comprised in Certificate of Title dated 2[illegible] May 1912 registered Volume No. 1776 Folio 26 and in the said Lease number 50990 and being the surface of the whole of the land comprised in sub-leases numbers 630269 and 630434 both dated 19th day of May 1909 from the Holt Sutherland Estate Company Limited to William Arthur McDonald AND DOTH ALSO TRANSFER to the said Daniel Bain all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered Proprietor together with all its rights and powers in respect thereof as comprised in the said Lease Number 50990 in and so far only as regards the land comprised in the said sub-leases numbers 630269 and 630434 respectively except and reserving unto the Company and its assigns during the residue now unexpired of the term of the said Lease number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said

Req:RD480054 /Doc:DL 6645158 /Rev:26-Feb-1997 /Sts:OK/Prt:14-Apr-2003 09:55 /Pgs:4
/Ref:230185 /Src:M

Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred TOGETHER with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed excepting and reserving unto the reversioner and reversioners all metal and minerals not comprised in the said Lease number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed TOGETHER with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Daniel Bain may become the registered proprietor in fee simple of the surface of the lands comprised in the said sub-leases numbers 530289 and 530434 respectively to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act and the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this transfer had not been made IN WITNESS whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the

Req:RD480054 /Doc:DL 6645158 /Rev:26-Feb-1997 /Sts:Q1.OK/Prt:14-Apr-2003 09:55 /Pgs:4
/Ref:230185 /Src:M

Thirty first day of January A.D. one thousand nine hundred and twelve.

THE COMMON SEAL of the HOLT SUTHERLAND ESTATE COMPANY LIMITED was affixed hereto by the Directors present at a meeting of the Board of Directors of that Company held this day of 1912 and such Directors thereupon signed this Transfer in the presence of,

[signature] Directors

[signature]
Manager

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

Daniel Bain Transferee.

SIGNED in my presence by the said DANIEL BAIN who is personally known to me

[signature]
Sydney

MEMORANDUM OF ENCUMBRANCES &c REFERRED TO.

Req:RD480054 /Doc:DL 8645158 /Rev:26-Feb-1997 /Sts:Q1.OK/Prt:14-Apr-2003 09:55 /Pgs:4
/Ref:230185 /Src:M

645158

No Memorandum of Transfer Lodged by Minter Simpson & Co.

8a 13¼ p long lots 20 & 21 on D.P. No 3038 Shire of Sutherland Pt of Sutherland

Subject to Mineral Reservations

H. S. Elton Transferor

Daniel Bain Transferee

Particulars entered in the Register Book Vol 1776 Folio 26 a on Lease 50990.

26 FEB 1912

The 16th day of February 1912 at ~ minutes 4 o'clock in the afternoon

Registrar General.

	DATE	
... TO CRAFTING BRANCH	9-2-12	
... FIRST RECORDS	FEB 9 1912	
...	14-2-12	
...		
... TO RECORDS	FEB 14 1912	
...	21-2-12	
...	FEB 26 1912	
...	2-2-12	
...	6-3-12	
...	7-3-12	
...	11-3-12	
... GENERAL	14 MAR 1912	

VOL 2234 FOL 79

Req:RD473359 /Doc:DL I593418 /Rev:22-Sep-1997 /Sts:OK.OK/Prt:03-Apr-2003 12:05 /Pgs:5
/Ref:230185 /Src:M

RP47

A

B

I 593418 X

CHANGE OF BY-LAWS

SECTION 28 (7), STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900
(See instructions for Completion on back of form)

CB | of | $

REFERENCE TO TITLE OF COMMON PROPERTY
Note (a)

Torrens Title Reference

Certificate of Title : Volume 15274 Folio 51 NOW BEING CP/SP 22042

NUMBER OF STRATA PLAN
Note (b)

THE PROPRIETORS—STRATA PLAN No. 22042 the registered proprietor of the common property comprised in the Certificate of Title above referred to, certifies that by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on 16th July, 1993

Note (c)

after the expiration of the initial period, it changed the by-laws as follows:

Note (d)

REPEALED BY-LAW No. Not Applicable

INSERTED/ADDED BY-LAW No. Special By-law No. 1

as fully set out below.

OFFICE USE ONLY

SEE ANNEXURE "A"

The Common Seal of Michael Roberts Strata Management Services Pty. Ltd was hereunto affixed on 13 August 1993 by authority of a resolution of the Board of Directors and in the presence of:

Secretary

COMMON SEAL MICHAEL ROBERTS STRATA MANAGEMENT SERVICES PTY. LTD. A.C.N. 001 914 661

Director

The common seal of The Proprietors—Strata Plan No. 22042 was hereunto affixed on 13 AUG 1993 in the presence of

MICHAEL ROBERTS STRATA MANAGEMENT SERVICES PTY LTD
(BLOCK LETTERS)

being a person(s) authorised by section 35 of the Strata Titles Act, 1973, to attest the affixing of the seal.

THE PROPRIETORS STRATA PLAN No. 22042 * Common Seal

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (j)

LODGED BY
I&K Legals
DX 941 Sydney
Delivery Box Number A1 — SP 22042

OFFICE USE ONLY

Checked | Passed
Signed | Extra Fee

REGISTERED - -19

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith
		In R.G.O. with
		Produced by
Secondary Directions		
Delivery Direction		

Req:RD473359 /Doc:DL 1593418 /Rev:22-Sep-1997 /Sts:OK.OK/Prt:03-Apr-2003 12:05 /Pgs:5
/Ref:230185 /Src:M

ANNEXURE "A": STRATA PLAN NO. 22042 (CAR PARK)

(1) THAT by special resolution pursuant to s.58(7) of the Strata Titles Act 1973 the following addition be made to the bylaws applying to the strata scheme and that notification of such be lodged for registration in accordance with s.58(3) at the Land Titles Office:

"SPECIAL BYLAW NO. 1

The proprietor for the time being of lot 17 is hereby conferred with the rights of exclusive use and enjoyment of the common property vehicle parking area marked by cross-hatching as appears in annexure "Z" (being sheet 4 of the strata plan for this strata scheme) (which area is hereinafter referred to as "the substituted parking area") subject to the due observance and performance by the proprietor of the following conditions:

(a) regularly maintain and clean and keep clean and maintained the substituted parking area;

(b) not to do or suffer to be done on the substituted parking area any act or thing by reason of which any increased or extra premium may become payable by the body corporate for the insurance in respect of the parcel or any part thereof;

(c) nothing in this bylaw shall be construed so as to relieve the proprietor or occupier of lot 17 from his obligation to comply with the Strata Titles Act 1973, the Regulations thereunder or the bylaws;

(d) not to use the substituted parking area other than for parking of private

Req:RD473359 /Doc:DL I593418 /Rev:22-Sep-1997 /Sts:OK.OK/Prt:03-Apr-2003 12:05 /Pgs:5
/Ref:230185 /Src:M

motor cars, nor to carry out any mechanical or other repairs thereon nor to hang, erect, display or affix anything to or from the substituted parking area;

(e) not to assign, sublet or part with possession of the substituted parking area or any part thereof other than to a subsequent purchaser of lot 17;

(f) not to use or park any motor vehicle or place any other object nor authorise any person to use, park a motor vehicle or place any other object on the garage space of lot 17 as appears on annexure"Z" at any time after the date of the passing of this bylaw SUCH THAT only any other proprietor or occupier of a lot in the strata scheme shall be entitled to use the garage space of lot 17 with the same rights, liabilities, duties and entitlements as had previously applied in the case of the substituted parking area whereby the proprietor of lot 17 shall not be entitled to commence any action, claim, suit or proceedings against any person who uses the garage space of lot 17 in accordance with this bylaw, the Strata Titles Act 1973, the Regulations thereunder and the bylaws;

(g) the body corporate shall be entitled to exercise the same duties, rights, entitlements and powers in respect of the garage space of lot 17 as the body corporate has in respect of the substituted parking area;

(h) without prejudice to the other rights of the body corporate, if the proprietor or occupier of lot 17 shall fail or neglect to perform or observe any of the conditions herein contained, then the body corporate terminate the rights conferred by this bylaw by ordinary resolution of the body corporate or its strata council;

Req:RD473359 /Doc:DL IS93418 /Rev:22-Sep-1997 /Sts:OK.OK/Prt:03-Apr-2003 12:05 /Pgs:5
/Ref:230185 /Src:M

WHEREBY the body corporate shall not be responsible for performance of its duty under s.68(l)(b) or (c) of the Strata Titles Act 1973 in respect of the substituted parking area.

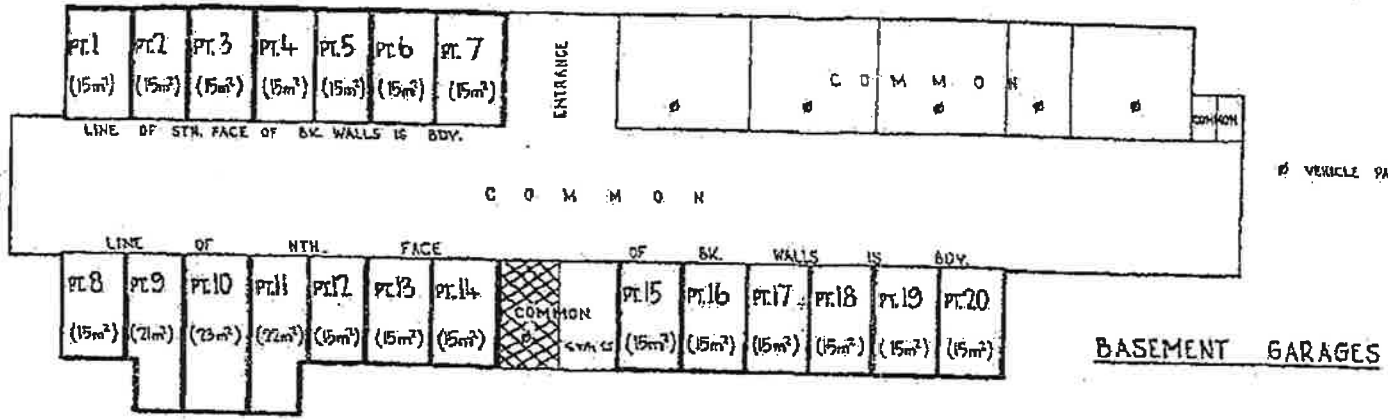
****

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

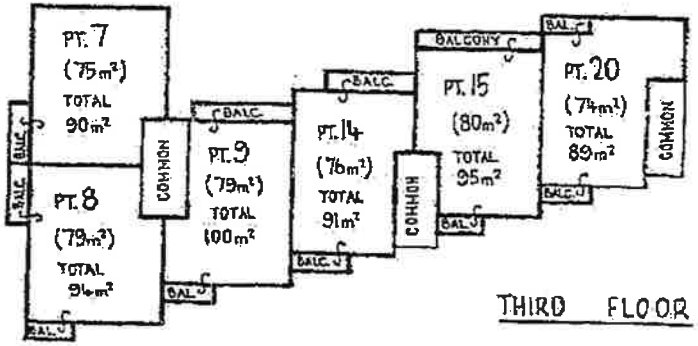
STRATA PLAN 22042

ANNEXURE 2



BASEMENT GARAGES

LOT NO.	UNIT ENT'T.	LOT NO.	UNIT ENT'T.
1	80	11	80
2	76	12	80
3	80	13	80
4	80	14	80
5	76	15	80
6	80	16	80
7	80	17	83
8	80	18	80
9	80	19	85
10	80	20	80
		AGG.	1600



THIRD FLOOR

THIRD FLOOR BALCONIES ARE COVERED BY THE ROOF.

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

S.T.A. 8/83

Council Clerk

SURVEYOR'S REFERENCE: M.222/82

OFFICE USE ONLY

Req:BD473359 /Doc:DL I593418 /Rev:22-Sep-1997 /Sts:OK.OK/Prt:03-Apr-2003 12:05 /Pgs:5
/Ref:230185 /Src:M

Req:R741107 /Doc:DL AA486667 /Rev:12-Mar-2004 /Sts:NO.OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:1 of 3
Ref:3343163 /Src:U

Form: 15CB
Licence: 98M111
Edition: 0106

CHANGE OF BY-LAWS

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

AA486667X

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

(A) TORRENS TITLE — For the common property: CP/SP 22042

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
101IN	R. D. & S. J. WILLIAMSON *LEGAL & STRATA SEARCHERS* G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 9544 1520 Fax: 9523 3732 Reference (optional): MR	CB

(C) The Owners-Strata Plan No 22042 certify that pursuant to a resolution passed on 2/3/04 and in accordance with the provisions of—

(D)
- section 54 of the Community Land Management Act 1989
- section ..... of the Strata Schemes (Freehold Development) Act 1973
- section 47 of the Strata Schemes Management Act 1996
- order No ..... of the Strata Schemes Adjudicator
- order No ..... of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No .....
Added by-law No 2
Amended by-law No .....
as fully set out below:

As per attached by law

(F) The common seal of the Owners-Strata Plan No 22042 was affixed on 3/3/2004 in the presence of—

Signature(s) .....

Name(s) David Wellman (MANAGING AGENT)

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

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

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

Signature of authorised officer .....

Name and position of authorised officer .....

ANNEXURE "A": STRATA PLAN NO. 22042

SPLIT SYSTEM AIR CONDITIONING

SPECIAL BY-LAW

(a) DEFINITIONS

(i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:

(A) "Act" means Strata Schemes Management Act 1996;

(B) "adjacent common property" means that part of the common property of the strata plan which is within 15cm of the air conditioning system or any part thereof;

(C) "air conditioner" means, in respect of all lots in the strata plan to which this By-Law applies, the split system air conditioning system for the lot comprised of:-

(I) the condenser/compressor;

(II) the air conditioning unit and evaporator; and

(III) outlet pipes and associated pipes, wires cables; and

(D) "works" means all or any maintenance, repair, removal or replacement that the proprietor undertakes;

(ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words have in the Act;

(b) RIGHTS AND OBLIGATIONS

The proprietor for the time being of the lots specified in the Schedule ("the proprietor") is conferred with the special privilege in respect of common property to install an air conditioner SUBJECT TO the due observance and performance by the proprietor with the following conditions:-

(I) MAINTENANCE

The proprietor shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(ii) COMMON PROPERTY MAINTENANCE

The proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the adjacent common property;

(iii) RUN-OFF

The proprietor shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(iv) NOISE TRANSFER

The proprietor must not operate the air conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Council regulations.

(v) DAMAGES DURING WORKS

The proprietor shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

(vi) INDEMNIFY OWNERS CORPORATION

The proprietor shall keep the Owners Corporation indemnified against:-

(A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the air conditioners; and

(B) any liability for damage to the air conditioners caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Schemes Management Act 1996 in exercising the power of entry conferred by that section;

(vii) BY-LAW BREACH

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

SCHEDULE

Lot Benefited: All Lots

Req:R741108 /Doc:DL AD897871 /Rev:18-Apr-2008 /Sts:SC.OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:1 of 2
Ref:3343163 /Src:D

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

CHANGE OF BY-LAWS

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

AD897871G

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

(A) TORRENS TITLE

For the common property
CP/SP 22042

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
1011N	123723T R. D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Tel: 9awn 1020 Fax: 9223 3732 Reference (optional): MR	CB

(C) The Owners-Strata Plan No 22042 certify that pursuant to a resolution passed on 12 March 2008 and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No

Added by-law No Special by-law 3

Amended by-law No

as fully set out below.

As per Annexure "A" attached

(F) The common seal of the Owners-Strata Plan No 22042 was affixed on 10 April 2008 in the presence of—

Signature(s):

Name(s): Christopher John Parker STRATA MANAGER

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

THE OWNERS STRATA PLAN No. 22042 Common Seal

(G) COUNCILS CERTIFICATE UNDER SECTION 55(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

ANNEXURE 'A'

Special By-Law – Cable TV

(a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions:-

(i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, with limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and

(ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.

(b) The Owner of a lot will be responsible, at its cost:-

(i) to connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;

(ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;

(iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and

(iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.

(c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.

(d) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.

Req:R741109 /Doc:DL AF486091 /Rev:18-May-2010 /Sts:NO.OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:1 of 5
Ref:3343163 /Src:U

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AF486091C

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

(A) TORRENS TITLE

For the common property
CP / SP 22042

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
1011N	R. WILLIAMSON 123723T DX 439 SYDNEY Reference: MR	CB

(C) The Owners-Strata Plan No. 22042 certify that pursuant to a resolution passed on 15 April 2010 and in accordance with the provisions of No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

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

See annexure A

(F) The common seal of the Owners-Strata Plan No. 22042 was affixed on 27 April 2010 in the presence of—

Signature(s):

Name(s): Lucio Leiker Strata Managing Agent

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

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

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

Signature of authorised officer: _____

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0507

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

Annexure 'A'

Special By-law 4 Insulation Installation

1. Definitions

1.1 In this by-law:

"Lots" means all lots in strata plan no 22042

"Owner" means any one of the owners.

"Owners" means the owners of the lots for the time being.

"Ceiling Insulation" means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006) "Materials for the Thermal Insulation of Buildings" (as per codemark, conformance mark, label from packaging).

"Installer" means the owner or employee of a registered business operating in the installation of thermal insulation.

"Installation Standard" means the Australian Insulation installation standard, AS 3999-1992 "Thermal insulation of dwellings – bulk installations – installation requirements" but substituting clause 4.2 (e) and figure 4.6 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaries, including down lights.

"Works" means the installation of ceiling insulation in accordance with this by law.

1.2 In this by-law unless the context otherwise requires, a word which denotes:

(a) The singular includes the plural and vice versa;

(b) Any gender includes the other gender;

(c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and

(d) Reference to the legislation includes reference to amending and replacement legislation.

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

Req:R741109 /Doc:DL AF486091 /Rev:18-May-2010 /Sts:NO,OK /Prt:23-Jun-2010 12:36 /Pgs:ALL /Seq:3 of 5
Ref:3343163 /Src:U

2. Special Privileges and Exclusive Use Rights

(a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and

(b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

3. The Conditions

3.1 Before the ceiling installation

(a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.

(b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

3.2 During the ceiling installation

Quality of Works

(a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

Noise and Disturbance

(b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Protection of Building

(c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

Annexure 'A'

Daily Cleaning

(d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

Time for the works

(e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

Complies to all Laws

(f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

3.3 **After the installation**

Maintenance of the ceiling insulation

(a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

Restoration of common property

(b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

Repair of damage

(c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

3.4 **Enduring Obligations**

Indemnity

(a) The owner will indemnity and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

Annexure 'A'

Compliance with all laws

(b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation

4. **Breach of this by-law**

(a) If the owner breaches any condition of this by law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) Rectify any such breach.
(ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
(iii) 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.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

Req:R620935 /Doc:DL AH011641 /Rev:01-Jun-2012 /Sts:SC.OK /Pgs:ALL /Prt:04-May-2017 14:31 /Seq:1 of 1
Ref:2017237 /Src:M

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AH11641V

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

(A) **TORRENS TITLE**

For the common property
CP / SP 22042

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
1011N	123723T D. & S. J. WILLIAMSON LEGAL & STRATA SEARCHERS G.P.O. BOX 2747 SYDNEY 1043 DX 439 SYDNEY Reference: MR Tel. 9544 1520 Fax. 9523 3732	CB

(C) The Owners-Strata Plan No. 22042 certify that pursuant to a resolution passed on 26 March 2012 and in accordance with the provisions of Section No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 5
Amended by-law No. NOT APPLICABLE
as fully set out below:

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

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

(F) The common seal of the Owners-Strata Plan No. 22042 was affixed on 10 April 2012 in the presence of—

Signature(s):

Name(s): ANDREW JOSEPH GAVIN (MANAGING AGENT)

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

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

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

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

Sutherland Shire COUNCIL

Administration Centre
4-20 Eton Street Sutherland NSW 2232 Australia
Please reply to:
General Manager
Locked Bag 17,
Sutherland NSW 1499
Australia

Tel 02 9710 0333
Fax 02 9710 0265
DX 4511 SUTHERLAND
Email ssc@ssc.nsw.gov.au
www.sutherlandshire.nsw.gov.au
ABN 52 018 204 808
Office Hours
8.30am to 4.30pm
Monday to Friday

Applicant:

David Petty Conveyancing Services
1b/589 Kingsway
MIRANDA NSW 2228

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

Certificate no:	e149:17/2262	Delivery option:	
Certificate date:	04/05/2017	Your reference:	DP:AT:2017237

Property:

Lot 14 S/P 22042
14/247-251 Kingsway CARINGBAH NSW 2229

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

Sutherland Shire Local Environmental Plan 2015

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

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

* SEPP (Building Sustainability Index: Basix) 2004

* SEPP (Exempt and Complying Development Codes) 2008

* SEPP (Affordable Rental Housing) 2009

* SEPP No. 19 – Bushland in Urban Areas
* SEPP No. 21 – Caravan Parks
* SEPP No. 30 – Intensive Agriculture
* SEPP No. 33 – Hazardous and Offensive Development
* SEPP No. 50 – Canal Estates
* SEPP No. 55 – Remediation of Land
* SEPP No. 62 – Sustainable Aquaculture
* SEPP No. 64 – Advertising and Signage
* SEPP No. 65 – Design Quality of Residential Flat Development.
* State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
* State Environmental Planning Policy (Integration and Repeals) 2016
* SEPP (Mining, Petroleum Production and Extractive Industries) 2007
* State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
* SEPP (Infrastructure) 2007
* State Environmental Planning Policy (State and Regional Development) 2011
* SEPP (State Significant Precincts) 2005

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

No draft environmental planning instrument applies.

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

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

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

2. Zoning and land use under relevant LEPs

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

(a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

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

(d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

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

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or

formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

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

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

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

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

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

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

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

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

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

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

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

4. Coastal Protection

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

No

4A. Information relating to beaches and coasts

(1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.

(2) In relation to a coastal council:

(a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

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

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

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

9A. Biodiversity certified land

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

No

10. Biobanking agreements

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.
Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?
If so, this statement includes:
(a) the matter certified by the certificate, and
(b) the date on which the certificate ceases to be current (if any), and
(c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.
Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see

Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

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

No

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

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

No

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

No

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

No

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

No

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

No

Any Other Prescribed Matter

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

No

Additional Information

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

For further information please telephone [02] 9710 0333.

Yours faithfully

Mark Carlon
Manager Environmental Planning

Application No. 724263

Created on Apr 7, 2003 11:18:39 AM

MUNICIPALITY OF Sutherland

SUBURB OF Caringbah

Copy of Diagram No. 1 7 4 9 8 6

SYMBOLS AND ABBREVIATIONS

■	Manhole	⊠	Gully	O WS	Waste Stack	H	Handbasin
□ Ch.	Chamber	⊠ P	P Trap	IP	Induct Pipe	S	Shower
● L.H.	Lamphole	■ R	Reflux Valve	MF	Mick Flap	Jn	Junction
⊠	Boundary Trap	-o-	Cleaning Eye	T	Tubs	DW.	Dishwasher
●	Inspection Shaft	O Vert	Vertical Pipe	K	Kitchen Sink	F	Floor Waste
■ Pit	Pit	O V	Vent Pipe	W	Water Closet	M	Washing Machine
⊟ G	Grease Interceptor	O SV	Soil Vent Pipe	B	Bath Waste	BS	Bar Sink

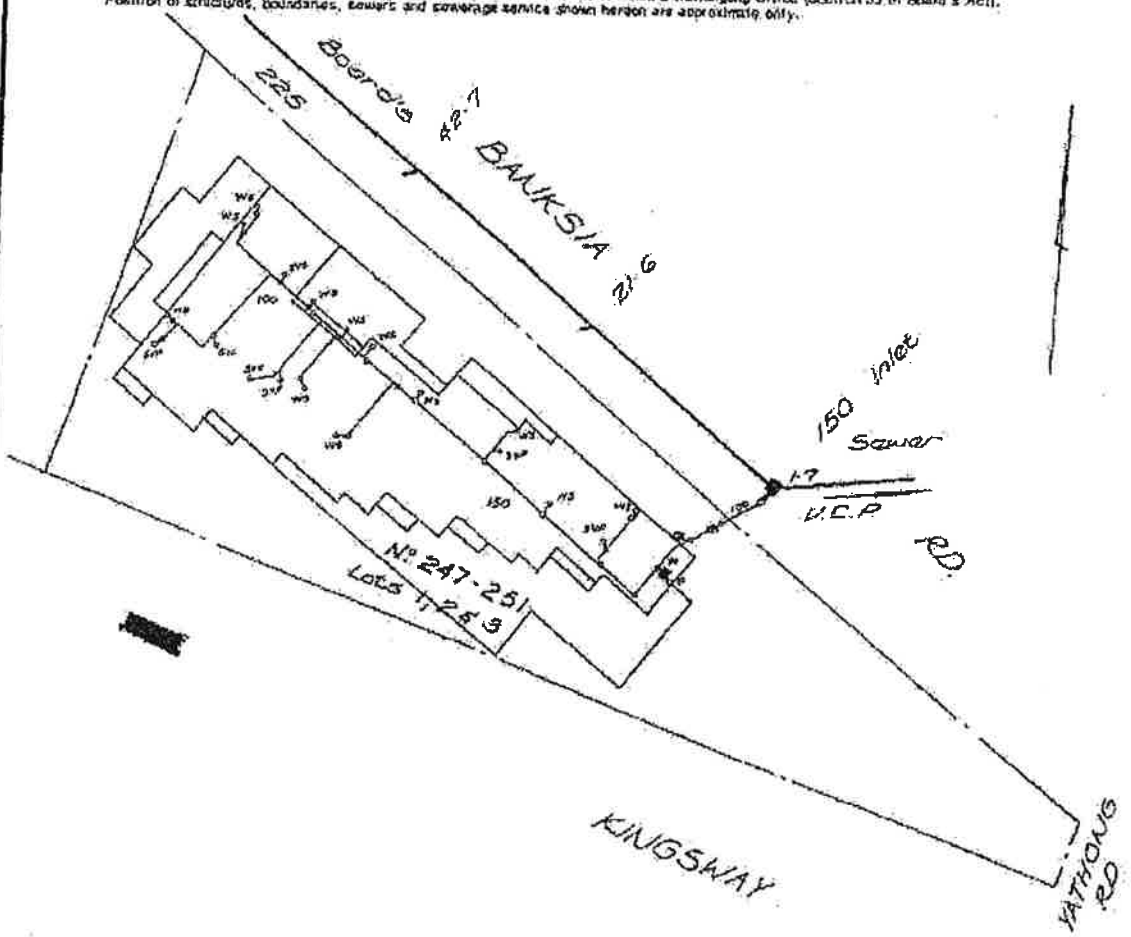
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

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

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).

Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



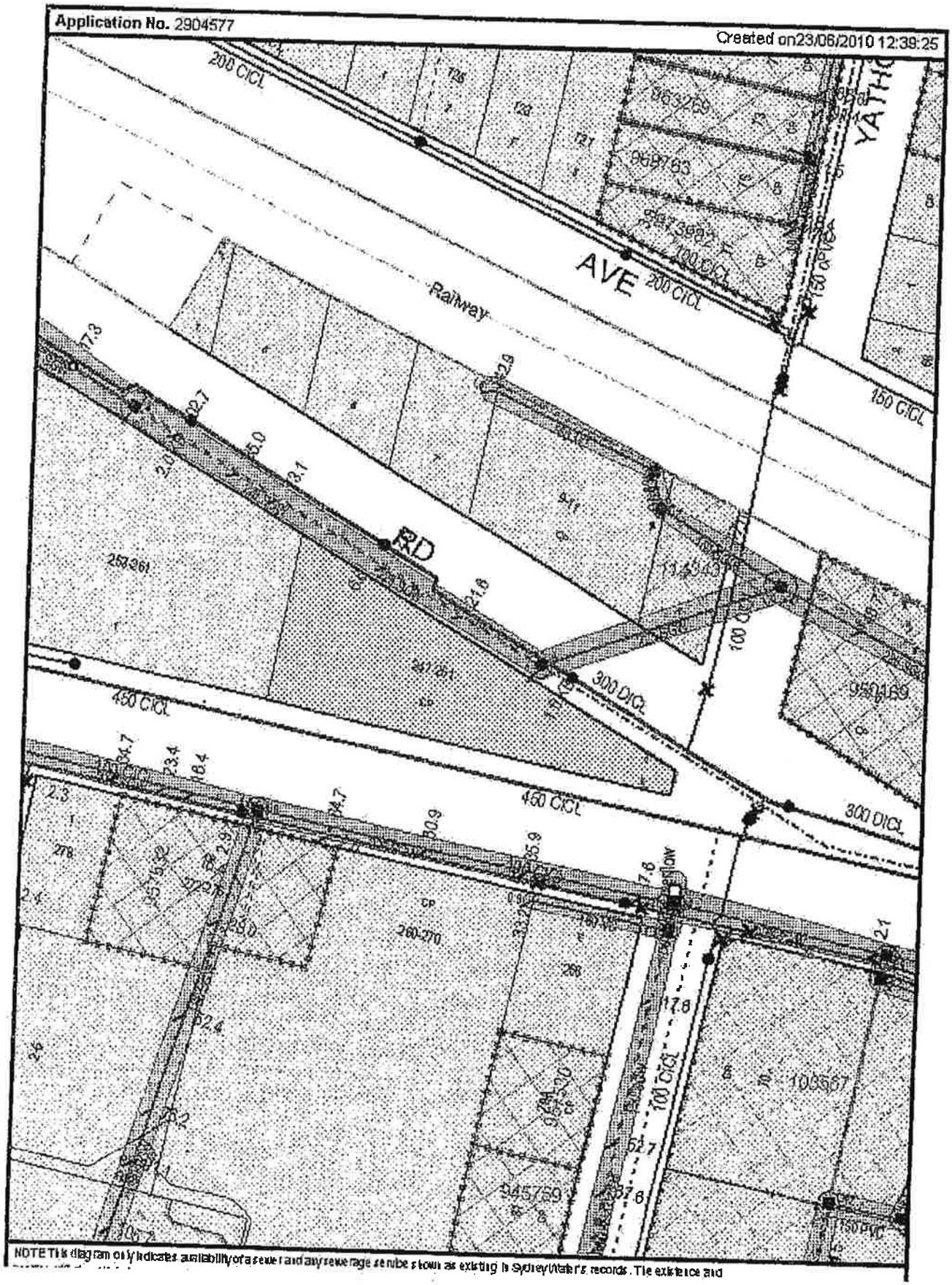
	DRAINAGE	Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	PLUMBING
W.S	Supervised by ..... / / Inspector	Date of Issue	Supervised by ..... / / Inspector
Ur.s	Field Diagram Examined by ..... / / Chief Inspector	Outfall C.R.	
SHEET No. 6445	Tracing Checked by ..... / /	Drainer	
		Plumber	
		Boundary Trap is/is not required	for House Services Engineer ..... / /

Connection Date: 7 / 5 / 83

F 77

Application No. 2904577

Created on23/06/2010 12:39:25



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and

Form 800 **STRATA TITLE**

From .....*Purchasers Solicitor*

To .....*Vendors 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 subject title prior to completion or in the alternative the appropriate registrable forms 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
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 be 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.	
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(1) 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.	
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.	
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.	
Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
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	
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
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?	
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?	
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.	
(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?	
Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
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?	
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.	
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.	
Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
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.	
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.	
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?	
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.	

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Solicitor for Vendor

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