

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>BC Property Agents</b> <b>21/121 Yala Road, Bangor, NSW 2234</b>	<b>Phone: 1300553593</b>
co-agent		
vendor	<b>Michal Gonos</b> <b>25/465-479 The Boulevard, Kirrawee, NSW 2232</b>	
vendor's solicitor	<b>Walkom Lawyers</b> <b>Suite 5, 64 Croydon Street, Cronulla NSW 2230</b> <b>DX 21121 Cronulla</b>	<b>Phone: 02 9527 5799</b> <b>Email: geoffw@walkomlawyers.com.au</b> <b>Fax: 02 9527 5499</b> <b>Ref: GCW:SF:20313</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>25/465-479 The Boulevard, Kirrawee, New South Wales 2232</b> <b>Registered Plan: Lot 25 Plan SP 38551</b> <b>Folio Identifier 25/SP38551</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: AS ATTACHED	

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

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

buyer's agent

<b>vendor</b>	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	<b>witness</b>
<b>purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	<b>witness</b>

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW* payment  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Clisdells Strata Management

623 Princes Highway, Rockdale NSW 2216 Ph: 95565222 Fax: 9556 5223

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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



**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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

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

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

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

## **26 Crown purchase money**

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

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

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

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

## **27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

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

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

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

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

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## **29 Conditional contract**

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

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

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

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

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

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## **SPECIAL CONDITIONS**

Special conditions to Contract for the sale and the purchase of land made the \_\_\_\_\_ day  
of \_\_\_\_\_ 2020 between **MICHAL GONOS** as Vendor and  
as Purchaser

Property: **25/465-479 THE BOULEVARDE, KIRRAWEE**

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32.

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- 32.1 In these special conditions a reference to the standard conditions shall mean the conditions contained in the edition of the Law Society of New South Wales and The Real Estate Institute of New South Wales "*Contract for the sale and purchase of land*".
- 32.2 To the extent of any inconsistency between these special conditions and the standard conditions, these special conditions shall prevail.

33.

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- 33.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity if this special condition had not been included, it is agreed that:
- 33.1.1 if either party (or any one of them if more than one) shall die or become a mentally ill or mentally disordered person within the meaning of the Mental Health Act (NSW) 2007 or a party lacks capacity resulting in an order that their estate be subject to management under the Protected Estates Act (NSW) 1983, then either party may by written notice to the Solicitor for that party rescind this Contract in which event clause 19 shall apply; and
- 33.1.2 if the Purchaser shall be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or being a company shall resolve or go into liquidation or have an application for its winding up filed in any Court of competent jurisdiction or enter into any scheme of arrangement with its creditors, or if a Receiver or Official Manager be appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default hereunder and the Vendor may by written notice to the Solicitor named herein as the Purchaser's Solicitor terminate this Contract and forfeit to the Vendor the deposit paid hereunder.

34.

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- 34.1 That if completion of this Contract is not effected by the date for completion, then either party shall be entitled to issue a Notice to Complete requiring completion within a period of fourteen (14) days from the date of service of such notice and in respect of that notice time shall be of the essence.
- 34.2 In the event the Vendor issues a Notice to Complete, the Purchaser must pay to the Vendor the sum of \$350.00 to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses.
- 34.3 In the event an arranged settlement does not take place at the date and time as scheduled between the parties, otherwise than as a consequence of a default on the



part of the Vendor, then the Purchaser shall make an allowance on settlement to the Vendor for the costs incurred by the Vendor, including the Vendor's agency fee and mortgagee's fee, of re-arranging settlement

35.

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35.1 Notwithstanding any provision to the contrary, if completion does not occur on or before the date for completion, otherwise than as a consequence of a default on the part of the Vendor, then provided the Vendor is ready willing and able to complete, the Vendor is entitled to recover from the Purchaser liquidated damages payable on completion.

35.2 In the event clause 35.1 applies:

35.2.1 the Purchaser shall pay to the Vendor interest on the balance of the purchase price at the rate of ten percent per annum (10%pa) calculated at a daily rate from the date for completion or from the date when the Vendor is ready, willing and able to complete, whichever shall be the later, to the actual date of completion, to compensate the Vendor for the delay, and such amount is to be added to the balance payable on completion; and

35.2.2 the adjustment date shall be the date for completion or the date when the Vendor is ready, willing and able to complete, whichever shall be the later.

36.

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36.1 The parties acknowledge that the Depositholder shall not be required to invest the deposit in accordance with clause 2 unless both the Vendor and Purchaser advise the Depositholder of their respective tax file numbers.

37.

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37.1 The Vendor must on completion allow amounts for water and sewage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

38.

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38.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any real estate agent except the Vendor's Agent (if any) named in this 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. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

39.

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39.1 The property is sold with all faults and defects (if any) whether patent or latent and the Purchaser acknowledges that the Purchaser is acquainted with the state and condition of the property (including any buildings and improvements thereon) and is satisfied about all matters pertaining thereto.

40.

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40.1 The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided in this Contract but has relied entirely upon the Purchaser's own enquiries and inspection of the property. This present Contract comprises all of the terms of the Contract between the Vendor and the Purchaser for the sale of the property.

41.

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41.1 The standard conditions of the Contract are amended as follows:

41.1.1 Clause 7.1.1 is deleted.

41.1.2 Clause 16.5 is amended by deleting the words "plus another 20% of that fee".

41.1.3 Clause 16.8 is deleted.

42.

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42.1 A reference to any legislation in this Contract includes a reference to any corresponding later legislation.

43.

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43.1 The Purchaser acknowledges that should any survey report, certificate of compliance, building certificate, insurance certificate under the Home Building Act, 1989, certificate under sections 18BA or 22D the Swimming Pools Act 1992, or any other document disclosing information regarding the property be attached to this Contract, then the substance of any information contained in that document including but not limited to information concerning any irregularity, non-compliance, fault or defect regarding the property has been disclosed for the purpose of clause 10.1.9. The vendor does not warrant the accuracy of any attached survey report or that the report is a correct representation of the improvements now on the property.

44.

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44.1 This clause applies if the property is sold by public auction.

44.2 If the property is or is intended to be sold at auction *Bidders Record* means the Bidders Record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002.

44.3 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

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

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

44.3.3 The highest bidder is the purchaser, subject to any reserve price.

- 44.3.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 44.3.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 44.3.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- 44.3.7 A bid cannot be made or accepted after the fall of the hammer.
- 44.3.8 As soon as practicable after the fall of the hammer the purchaser is to sign the Contract.
- 44.4 The following conditions, in addition to those prescribed in special condition 15.2, are prescribed as applicable to and in respect of the sale by auction for residential property or rural land:
- 44.4.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 44.4.2 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- 44.4.3 When making a bid on behalf of the seller or accepting a bid made by on or behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

45. Where Contract is exchanged subject to a cooling off:

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- 45.1 Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:-
- 45.1.1 The sum of \$ (being 0.25% of the price) shall be paid to the deposit holder on the date of this Contract; and
- 45.1.2 The balance of 10% being \$ shall be paid to the deposit holder 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 14.1.2.

46. Guarantor:

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- 46.1 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 ....., and

("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.

.....  
Signature of Witness

.....  
Signature of Guarantor

.....  
Name of Witness

.....  
Name of Guarantor

.....  
Signature of Guarantor

.....  
Name of Guarantor

#### 48. Christmas Period

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- 48.1 If the Completion Date would otherwise fall between Thursday, 24 December 2020 and Friday, 8 January 2021 inclusive, then the Completion Date is deemed to be Friday, 15 January 2021.

Further, a party shall not issue a notice to complete which calls for completion to take place between 24 December 2020 and 15 January 2021 inclusive.

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49. Authority

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- 49.1 Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexures so added shall form part of this Contract as if the same was annexed prior to the Contract being executed.



FOLIO: 25/SP38551

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SEARCH DATE	TIME	EDITION NO	DATE
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23/12/2020	1:18 PM	8	2/9/2018

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

LAND

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LOT 25 IN STRATA PLAN 38551  
AT KAREELA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

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MICHAL GONOS (T AF660575)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP38551
- 2 AF660576 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

20313

PRINTED ON 23/12/2020

\* 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.



FOLIO: CP/SP38551

SEARCH DATE	TIME	EDITION NO	DATE
23/12/2020	1:18 PM	10	4/6/2020

## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 38551  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KAREELA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 2 SP38551

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 38551  
ADDRESS FOR SERVICE OF DOCUMENTS:  
465-479 THE BOULEVARDE  
KAREELA 2232

## SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS SEE CROWN GRANT & D424709, D927906, F227482, F234516 & G83911
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:  
DP805957 TO DRAIN WATER 1.5 WIDE
- 4 DP647182 RIGHT OF CARRIAGEWAY AND EASEMENT FOR CABLES  
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED  
IN DP647182
- 5 E960821 LEASE TO AUSTRALIAN TELECOMMUNICATIONS CORPORATION  
OF PREMISES BEING PART OF BLOCK "C" HATCHED BLACK IN  
PLAN LODGED WITH E960821. EXPIRES 30.6.2090
- 6 AN238831 INITIAL PERIOD EXPIRED
- 7 AQ143445 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 88)

### STRATA PLAN 38551

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 1		2 - 1		3 - 1		4 - 1	
5 - 1		6 - 1		7 - 1		8 - 1	
9 - 1		10 - 1		11 - 1		12 - 1	
13 - 1		14 - 1		15 - 1		16 - 1	
17 - 1		18 - 1		19 - 1		20 - 1	
21 - 1		22 - 1		23 - 1		24 - 1	

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP38551

PAGE 2

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 88) (CONTINUED)

## STRATA PLAN 38551

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 1	26	- 1	27	- 1	28	- 1
29	- 1	30	- 1	31	- 1	32	- 1
33	- 1	34	- 1	35	- 1	36	- 1
37	- 1	38	- 1	39	- 1	40	- 1
41	- 1	42	- 1	43	- 1	44	- 1
45	- 1	46	- 1	47	- 1	48	- 1
49	- 1	50	- 1	51	- 1	52	- 1
53	- 1	54	- 1	55	- 1	56	- 1
57	- 1	58	- 1	59	- 1	60	- 1
61	- 1	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 1	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1	76	- 1
77	- 1	78	- 1	79	- 1	80	- 1
81	- 1	82	- 1	83	- 1	84	- 1
85	- 1	86	- 1	87	- 1	88	- 1

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

20313

PRINTED ON 23/12/2020

\* 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 of Sutherland hereby certifies that the requirements of the State Planning Act, 1973 (other than the requirements for the registration of plans) have been complied with, approval of the proposed

document being as submitted

This document is submitted in accordance with the provisions of the State Planning Act, 1973

State Planning Act, 1973

Date 20/2/91

Signature No. 37A, 4/91

Complete, or where it is incomplete

Council Clerk

SURVEYOR'S CERTIFICATE

I, ROBERT ALFRED PICK of CHIN & WHITE P/L, DX 11333 HURSTVILLE, a surveyor registered under the Surveyors Act, 1932, hereby certify that:

- (1) any well, the inner surface or any part of which surrounds any floor plan or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;
- (2) any well, floor, ceiling or structural cubic space, by reference to any floor plan or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;
- (3) any building containing a proposed lot, shown in the accompanying floor plan, exists;
- (4) any building containing a proposed lot, shown in the accompanying floor plan, exists;
- (5) except to the extent that the building, structures on a public place;
- (6) easements and easements of the building, structures on land other than public place, in respect of which the surveyor has been satisfied by the owner.

This is sheet 1 of my Plan in 16 sheets.

Signature: [Signature]  
Date: 15/11/1990

COUNCIL FILE NO. 20047/23/91  
Signatures, seals and statements of intention to create easements or restrictions as to user.

SUBDIVISION OF  
PLAN OF LOT 18 IN D.P. 805957

Municipality: SUTHERLAND Locality: KAREELA

Parish: SUTHERLAND County: CUMBERLAND

Reduction Ratio 1: Lengths are in metres 

Name of, and \* address for service of notices on, the body corporate:  
\* Address required on original strata plan only.  
THE REGISTERED PROPRIETORS STRATA PLAN No 38551 No 453 - 479, THE BOULEVARDE KAREELA 2232

STRATA PLAN 38551

Registered  826.2.1991

C.A.: No STA 4/91 OF 20/2/91

Purpose: STRATA PLAN

Ref. Map: U0030 - 63#

Last Plan: DP 805957

SEE SHEET 2 FOR LOCATION PLAN



SECRETARY  
[Signature]  
[Signature]

PLAN AMENDED IN LTO AT COUNCILS REQUEST

0	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160
---	----	----	----	----	----	-------------	-----	-----	-----	-----	-----	-----	-----

SURVEYOR'S REFERENCE: 114457

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space



FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 16 Sheets

STRATA PLAN 38551

SCHEDULE OF UNIT ENTITLEMENT

LOT N <sup>o</sup>	UNIT ENTITLEMENT
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1

LOT N <sup>o</sup>	UNIT ENTITLEMENT
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1

LOT N <sup>o</sup>	UNIT ENTITLEMENT
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1
78	1
79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
AGG.	88

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Council Clerk



\*OFFICE USE ONLY

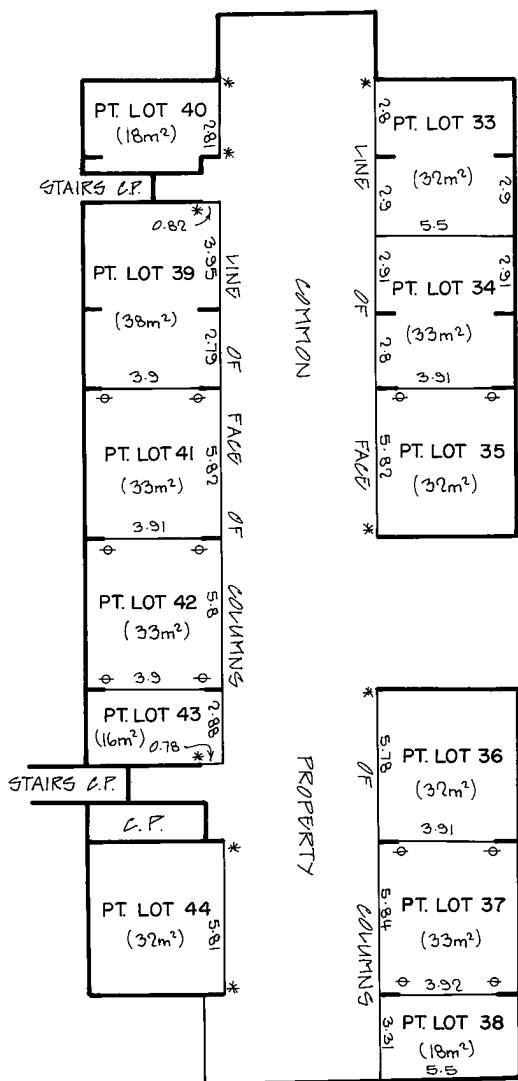
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 16 Sheets

STRATA PLAN 38551

BLOCK E  
CAR PARKING



ALL AREAS ARE APPROXIMATE  
\* DENOTES CORNER OF WALL OR COLUMN  
Ø DENOTES CENTRE OF COLUMN AT FACE  
C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk



\*OFFICE USE ONLY

SURVEYOR'S REFERENCE: 114457

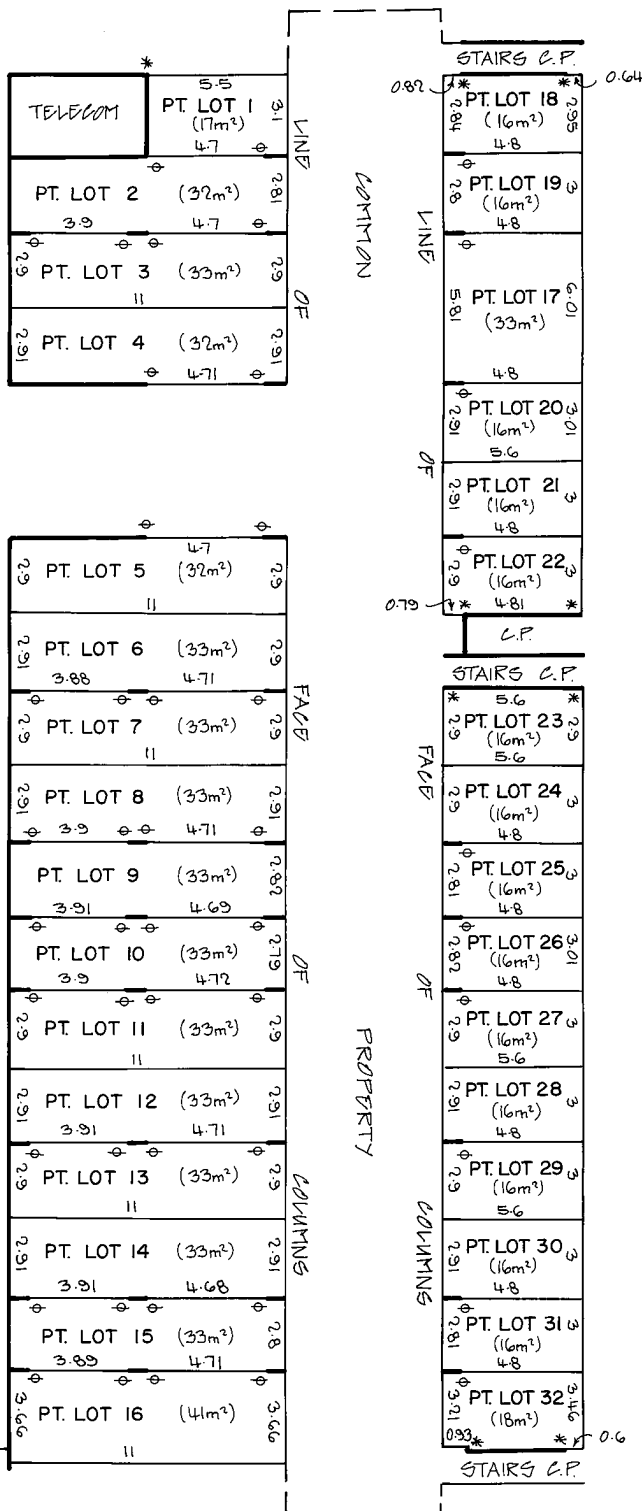
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 16 Sheets

STRATA PLAN 38551

BLOCKS C & D  
CAR PARKING



ALL AREAS ARE APPROXIMATE  
\* DENOTES CORNER OF WALL OR COLUMN  
φ DENOTES CENTRE OF COLUMN AT FACE  
C.P. DENOTES COMMON PROPERTY

SHEET 5  
ADJOINS

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 114457

FORM 2

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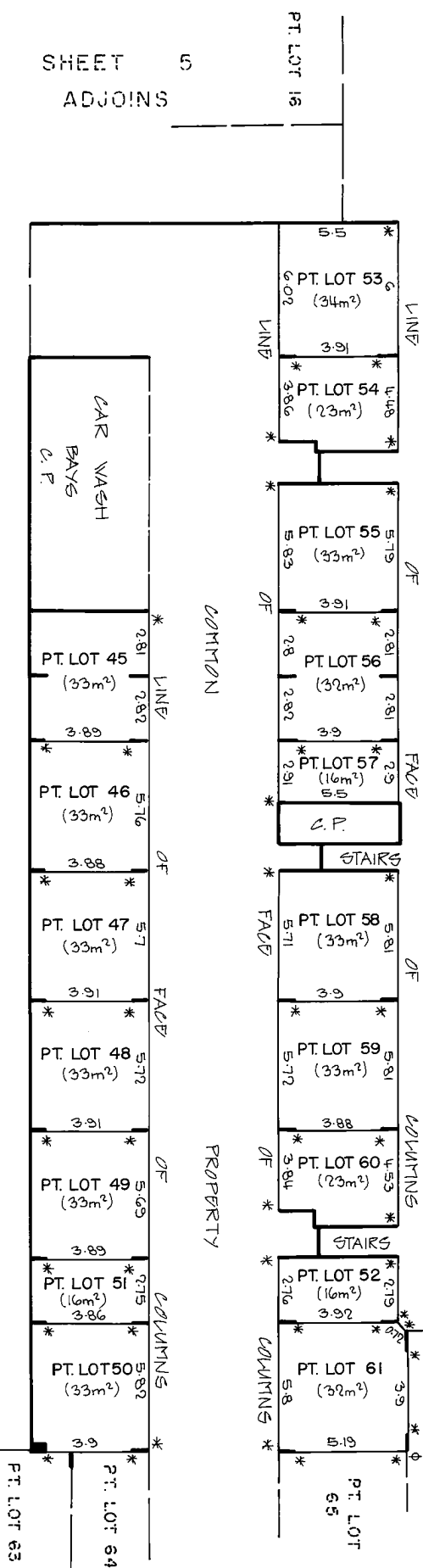
Sheet No. 6 of 16 Sheets

STRATA PLAN 38551

BLOCK G

CAR PARKING

SHEET 5  
ADJOINS



SHEET 7  
ADJOINS

ALL AREAS ARE APPROXIMATE  
\* DENOTES CORNER OF WALL OR COLUMN  
Ø DENOTES CENTRE OF COLUMN AT FACE  
C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

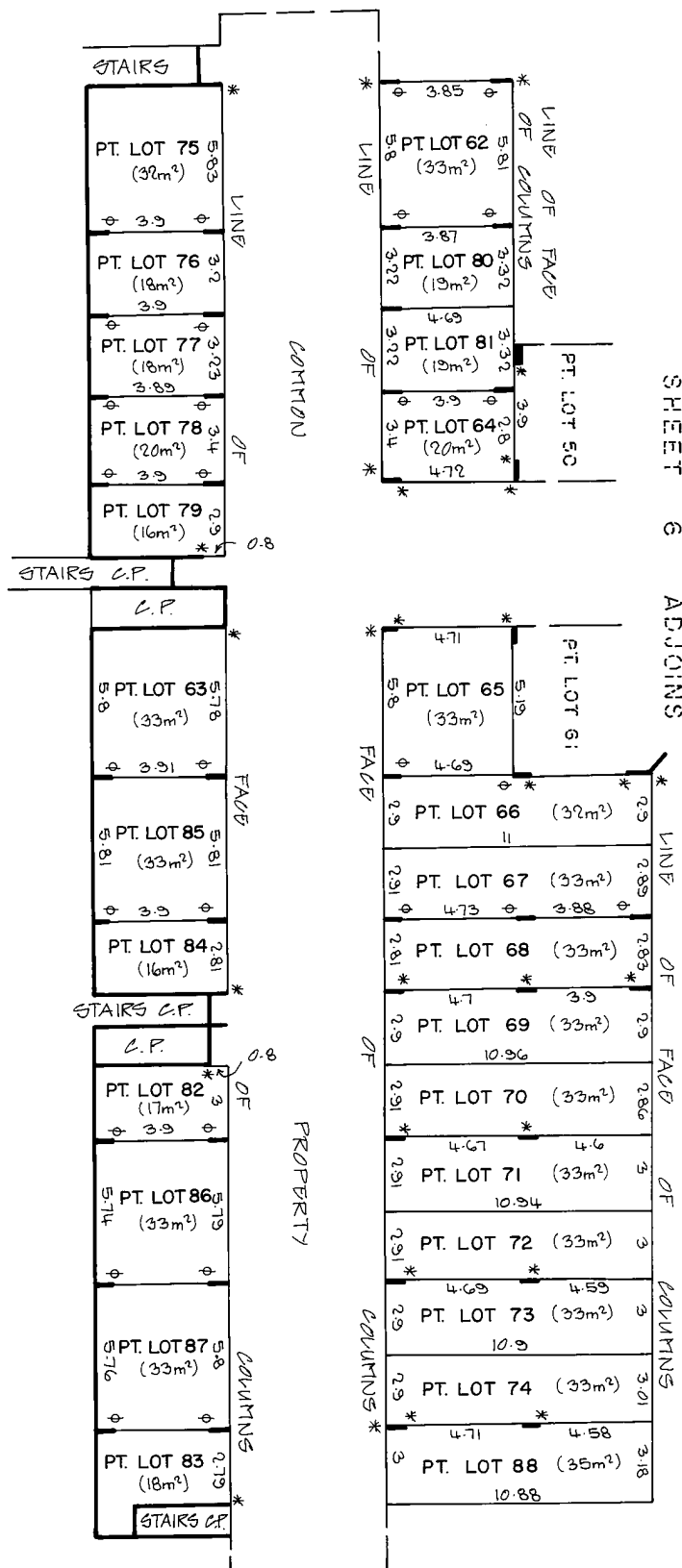
Council Clerk



## STRATA PLAN 38551

BLOCKS M & J  
CAR PARKING

SECRET 6 ADJOINS



- AVU AREAS ARE APPROXIMATE
- \* DENOTES CORNER OF WALL OR COLUMN
- φ DENOTES CENTRE OF COLUMN AT FACE
- C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

**Lengths are in metres**

SURVEYOR'S REFERENCE: 114457

  
Registered Surveyor

STRA. 4/91

**Council Clerk**



\*OFFICE USE ONLY

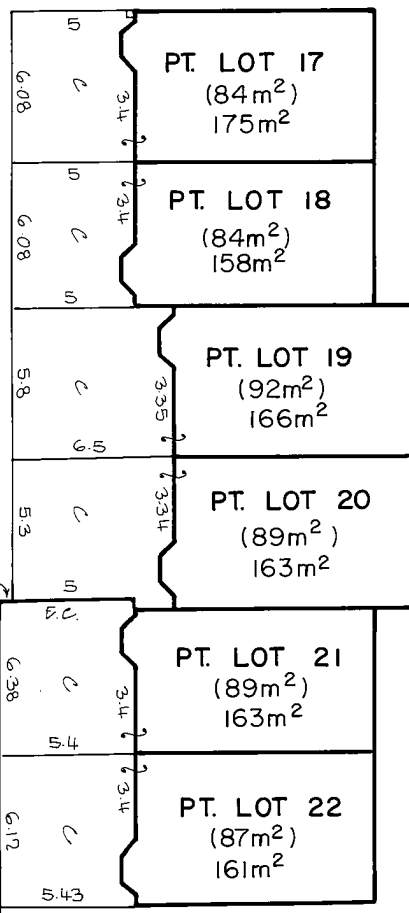
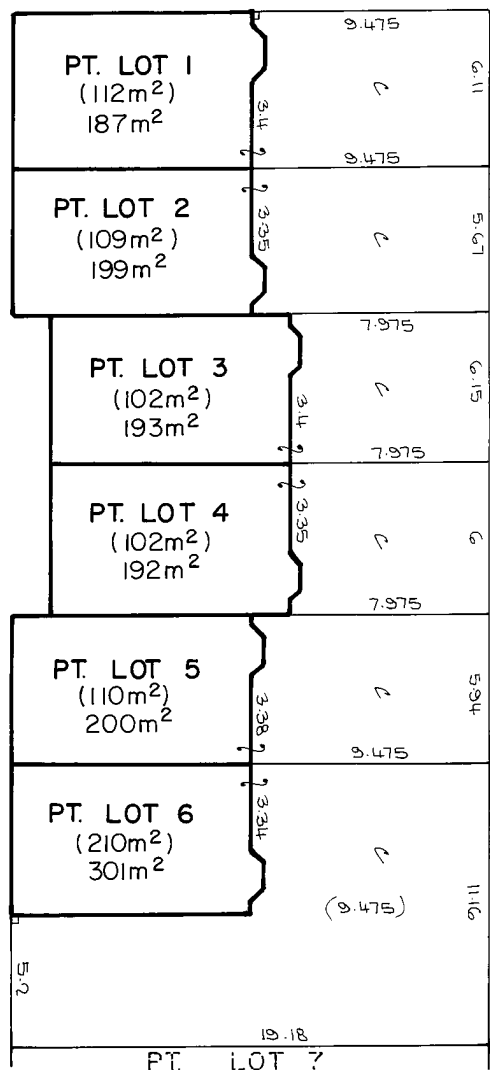
FORM 2

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Sheet No. 8 of 16 Sheets

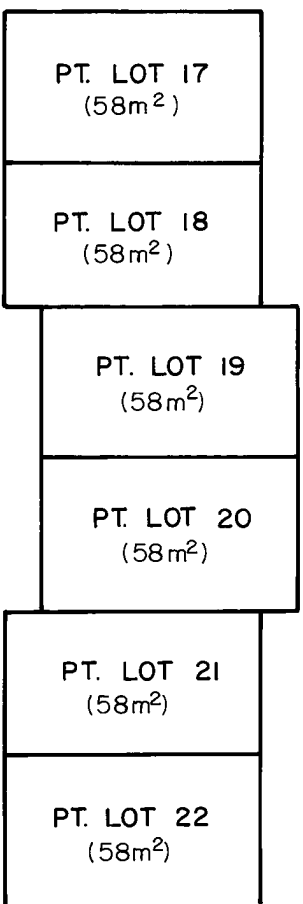
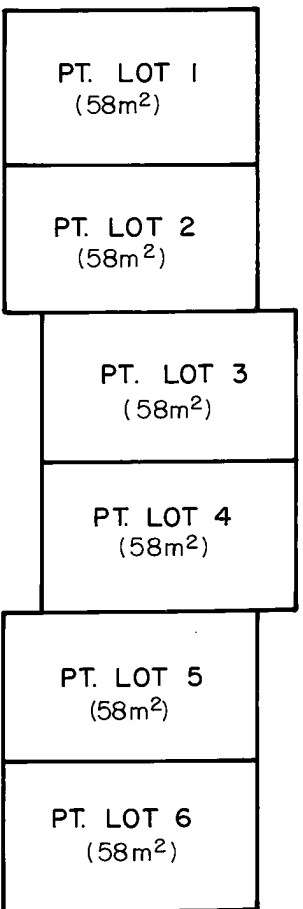
BLOCK A

STRATA PLAN 38551



FIRST FLOOR

FIRST FLOOR



ALL AREAS ARE APPROXIMATE

NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE, EXCEPT WHERE COVERED
2. WHERE THERE IS NO CONCRETE BASE TO 3 BEYOND AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT

6. DENOTES 90°

6. DENOTES BRAY OF CONCRETE ROOF OF CAR PARKING UNDER

6. DENOTES COURTYARD

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Officer





FORM 2

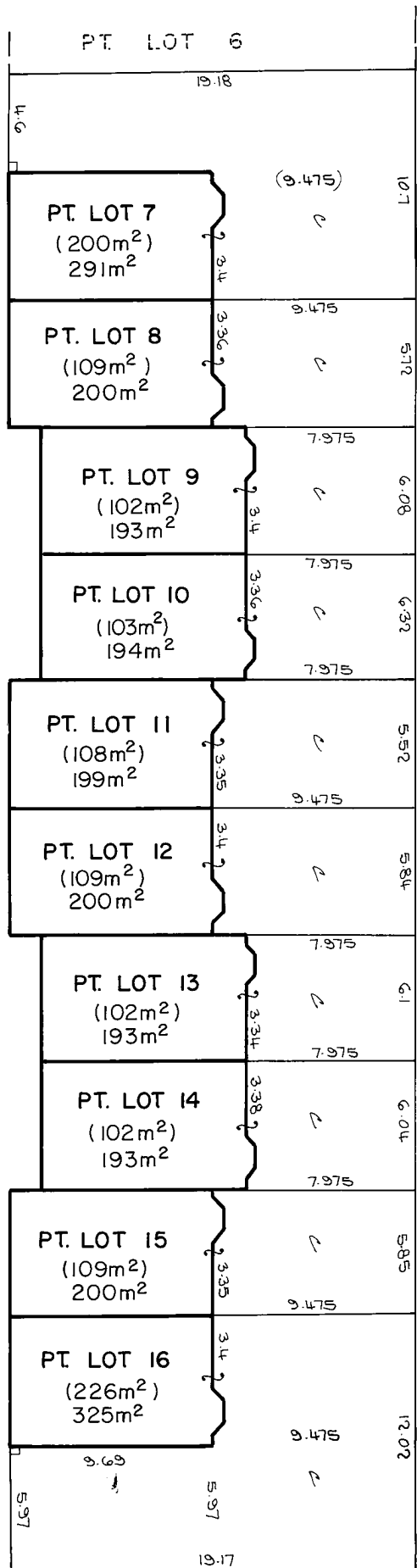
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Sheet No. 9 of 16 Sheets

STRATA PLAN 38551

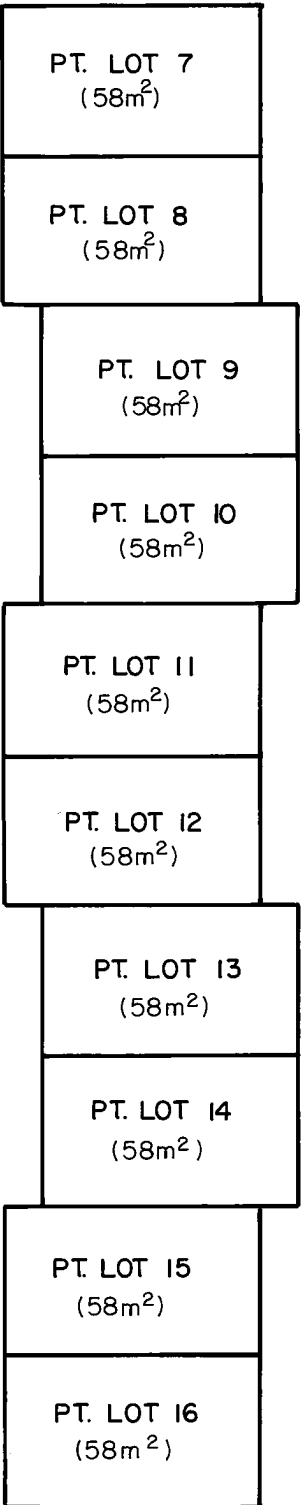
BLOCK B

GROUND FLOOR



NOTES 90°  
DENOTES COURTYARD

FIRST FLOOR



ALL AREAS ARE APPROXIMATE.

NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO :-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED.
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

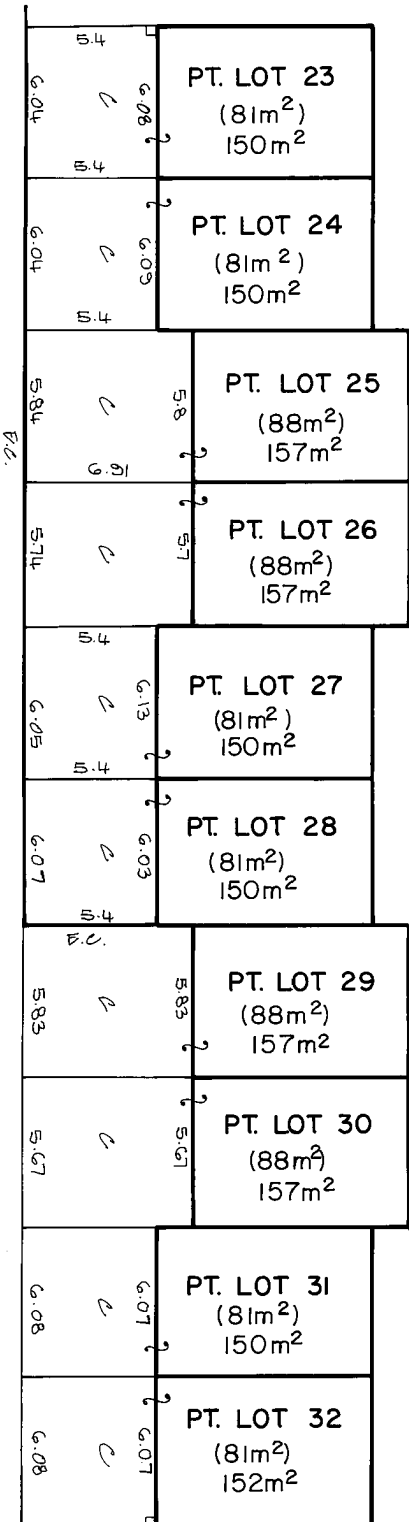
Council Clerk

SURVEYOR'S REFERENCE: 114457

## STRATA PLAN 38551

## BLOCK D

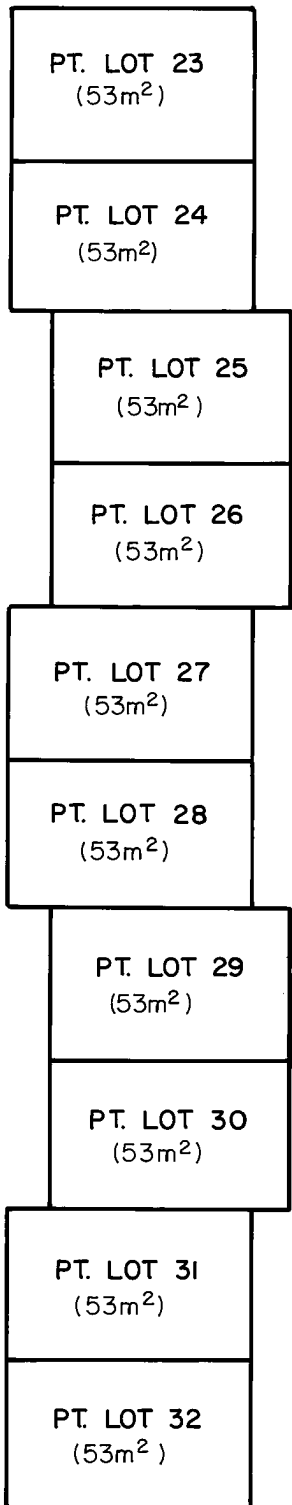
GROUND FLOOR



c DENOTES COURTYARD  
h DENOTES 90°

FIRST	FLOOR
-------	-------

E.C. DENOTES EDGES OF CONCRETE ROOF OF CAR PARKING UNDER.



ALL AREAS ARE APPROXIMATE

NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED.
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE AROUND FLOOR UNIT.

**Reduction Ratio 1: 200**

**Lengths are in metres**

Registered Surveyor

~~Council Clerk~~



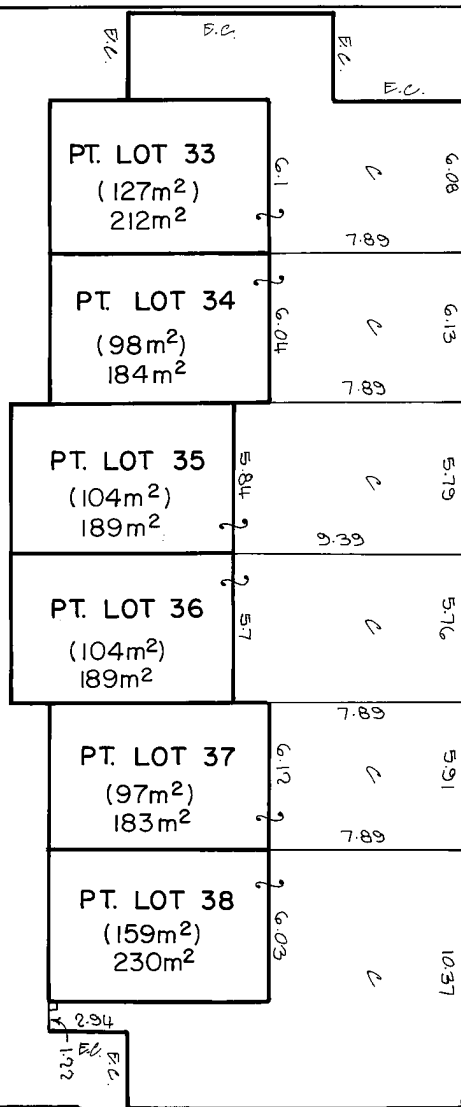
FORM 2

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Sheet No. 11 of 16 Sheets

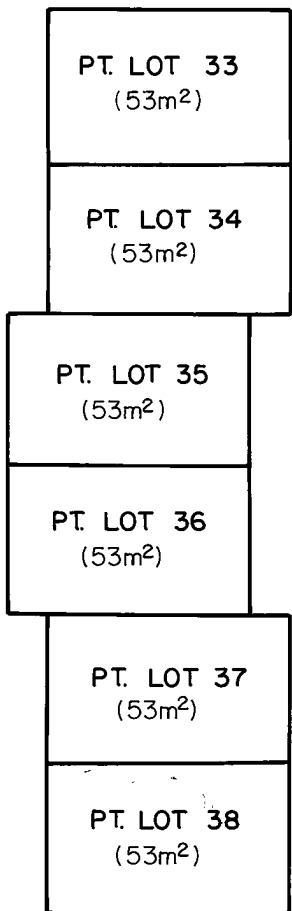
STRATA PLAN 38551

BLOCK E  
GROUND FLOOR



Denotes edge of concrete roof of car parking under penates 90°  
Denotes courtyard

FIRST FLOOR

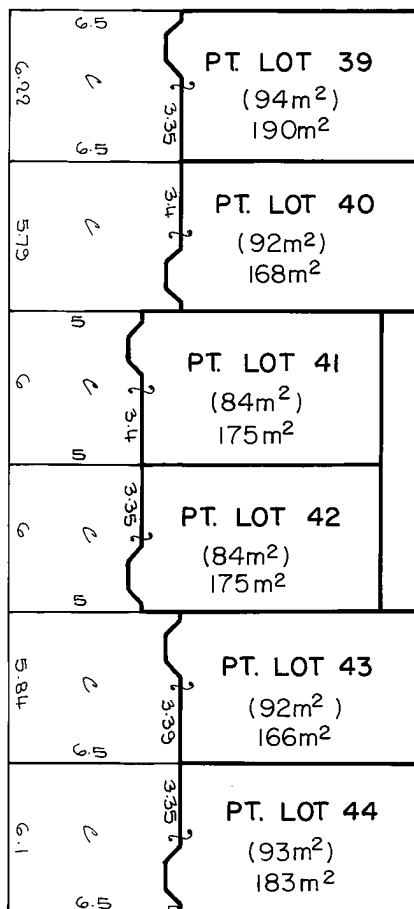


ALL AREAS ARE APPROXIMATE

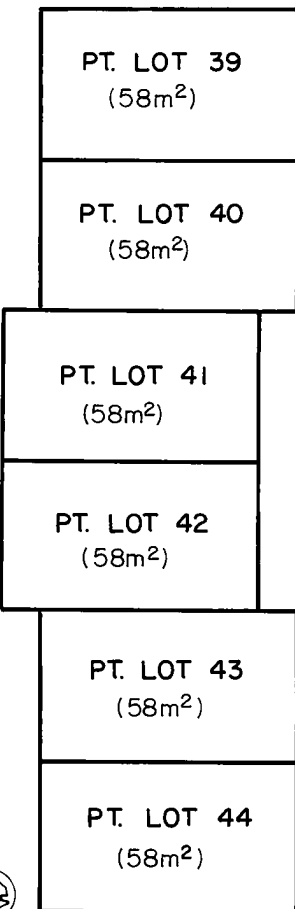
NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

BLOCK F  
GROUND FLOOR



FIRST FLOOR



Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 1114457

FORM 2

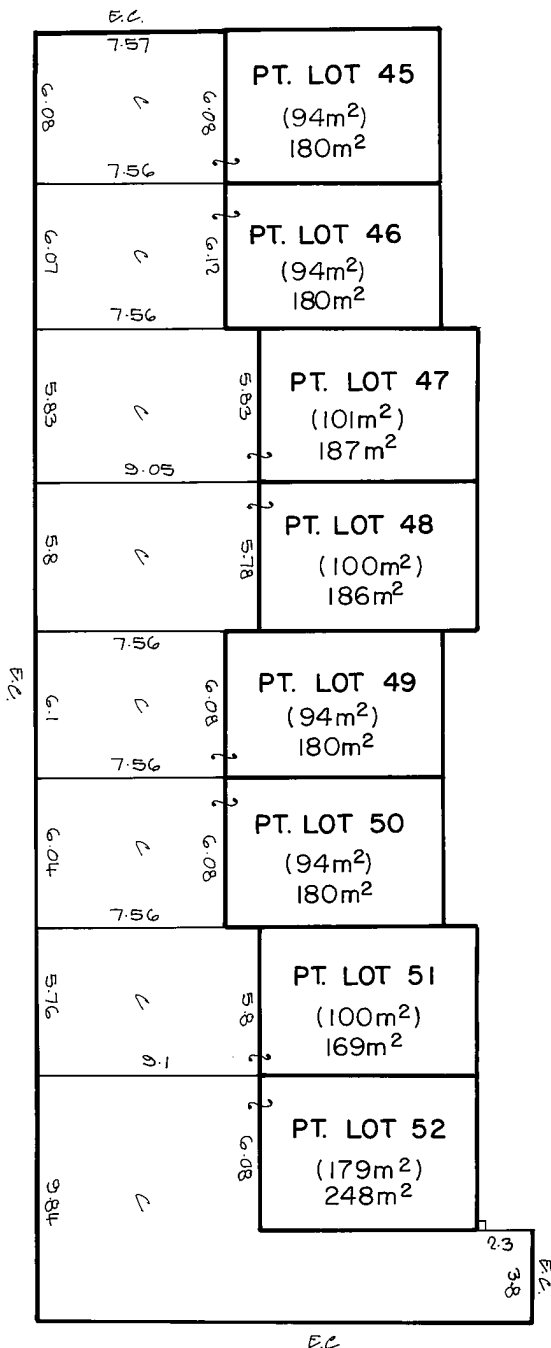
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Sheet No. 12 of 16 Sheets

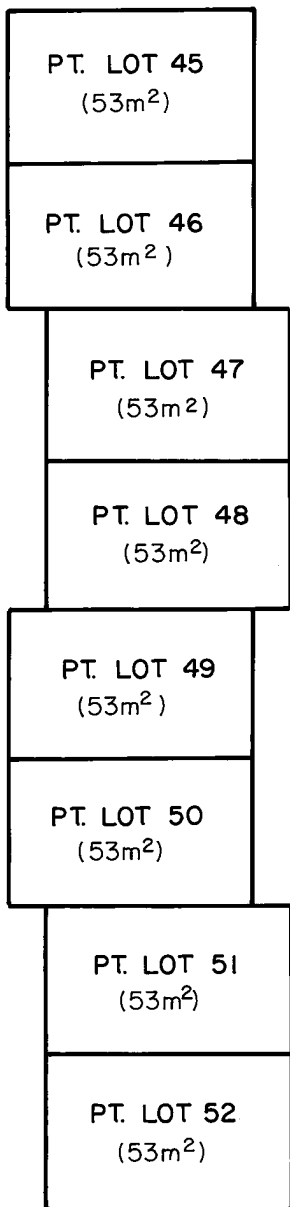
STRATA PLAN 38551

BLOCK G

GROUND FLOOR



FIRST FLOOR



E.C.  
DENOTES EDGE OF  
CONCRETE ROOF OF  
CAR PARKING UNDER  
DENOTES 90°  
DENOTES COURTYARD

ALL AREAS ARE APPROXIMATE

NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT  
TO 3 ABOVE THEIR CONCRETE BASE EXCEPT WHERE  
NOTED

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk



FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 16 Sheets

STRATA PLAN 38551

BLOCK H

GROUND FLOOR

PT. LOT 71

PT. LOT 70

PT. LOT 69

6.03	5.84	6.13	6.03	5.75	5.76	6.1	6.05
5.58	5.6	8.11	8.12	8.13	8.135	8.14	
5.03	5.84	6.13	6.03	5.75	5.76	6.1	6.05
PT. LOT 53 (106m <sup>2</sup> ) 182m <sup>2</sup> 193m <sup>2</sup>	PT. LOT 54 (104m <sup>2</sup> ) 190m <sup>2</sup> 180m <sup>2</sup>	PT. LOT 55 (98m <sup>2</sup> ) 184m <sup>2</sup>	PT. LOT 56 (97m <sup>2</sup> ) 166m <sup>2</sup> 182m <sup>2</sup>	PT. LOT 57 (103m <sup>2</sup> ) 188m <sup>2</sup> 172m <sup>2</sup>	PT. LOT 58 (103m <sup>2</sup> ) 189m <sup>2</sup>	PT. LOT 59 (97m <sup>2</sup> ) 173m <sup>2</sup> 183m <sup>2</sup>	PT. LOT 60 (97m <sup>2</sup> ) 184m <sup>2</sup> 173m <sup>2</sup>

2 PENETES COURTYARD

1 PENOTES 90°

FIRST FLOOR

PT. LOT 53 (53m <sup>2</sup> )	PT. LOT 54 (53m <sup>2</sup> )	PT. LOT 55 (53m <sup>2</sup> )	PT. LOT 56 (53m <sup>2</sup> )	PT. LOT 57 (53m <sup>2</sup> )	PT. LOT 58 (53m <sup>2</sup> )	PT. LOT 59 (53m <sup>2</sup> )	PT. LOT 60 (53m <sup>2</sup> )
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ALL AREAS ARE APPROXIMATE.

NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED.
2. WHERE THERE IS NO CONCRETE BASE TO 3 BEYOND AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

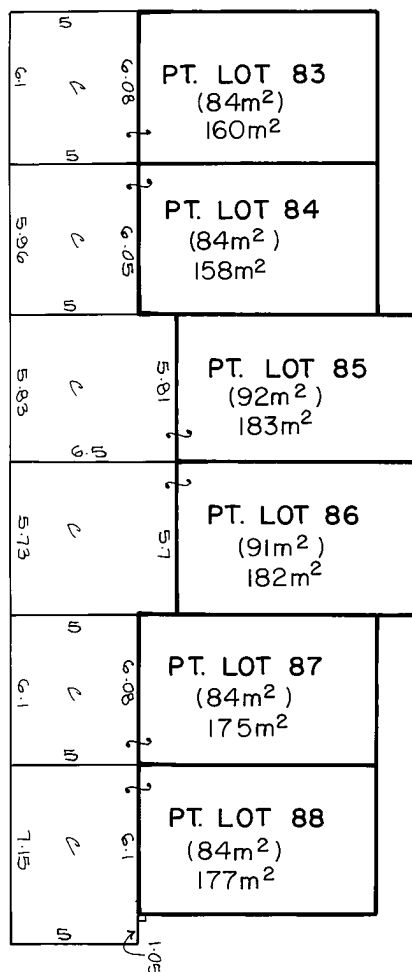
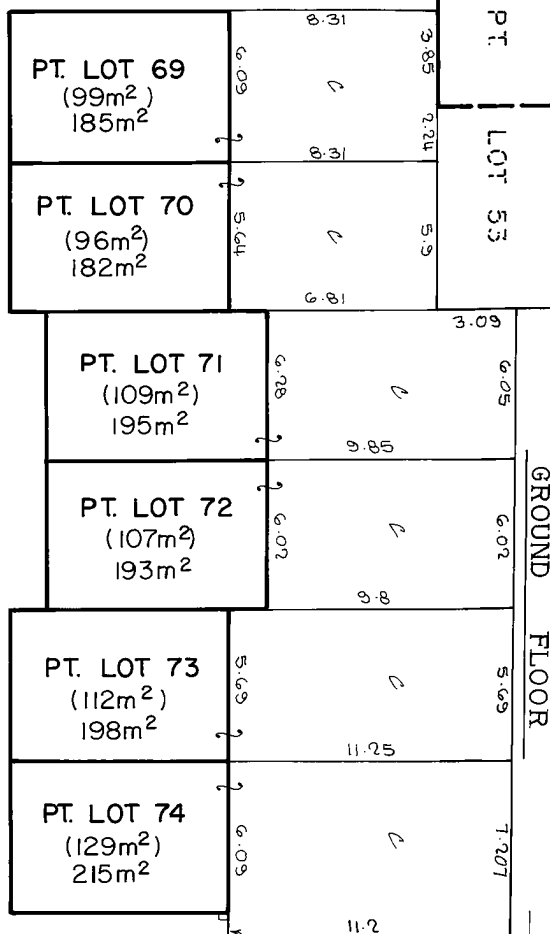
Sheet No. 14 of 16 Sheets

PT. LOT 53

BLOCK J  
GROUND FLOOR

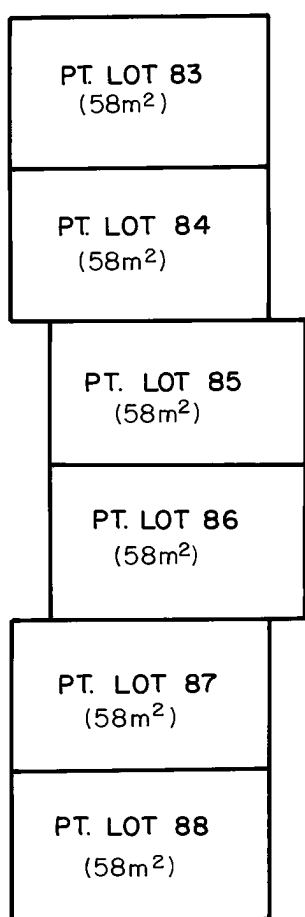
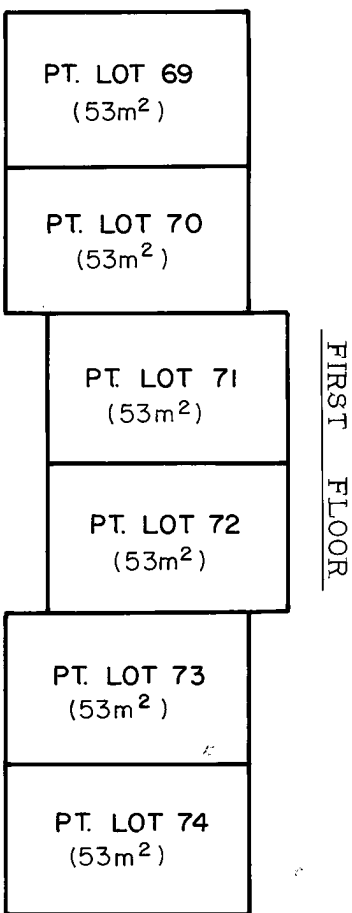
BLOCK L  
GROUND FLOOR

STRATA PLAN 38551



H DENOTES 90°  
C DENOTES COURTYARD  
ALL AREAS ARE APPROXIMATE

FIRST FLOOR



NOTE:

1. THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-  
1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THE BASE  
EXCEPT WHERE COVERED.
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE  
UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF  
THEIR RESPECTIVE GROUND FLOOR UNIT.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Surveyor

SURVEYOR'S REFERENCE: 114457

\*OFFICE USE ONLY

FORM 2

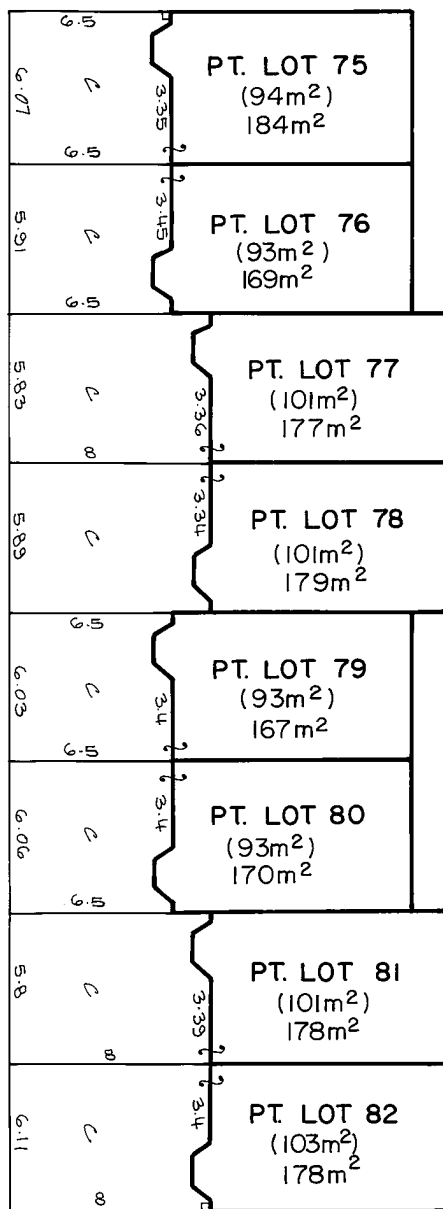
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Sheet No. 15 of 16 Sheets

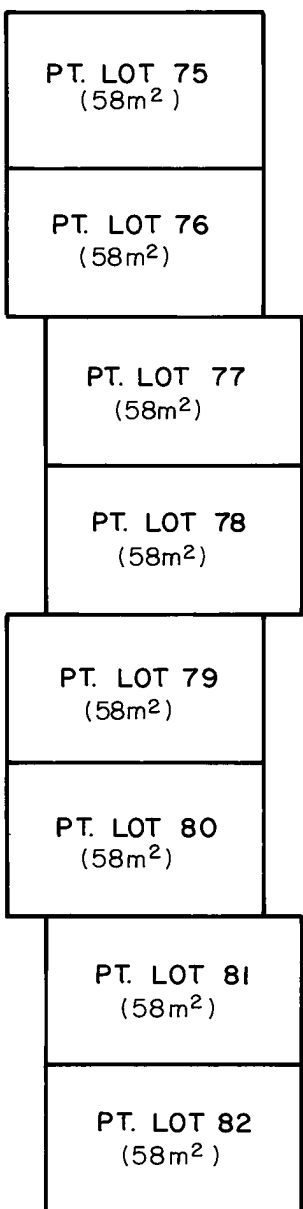
STRATA PLAN 38551

BLOCK K

GROUND FLOOR



FIRST FLOOR



ALL AREAS ARE APPROXIMATE

NOTE: THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-

1. WHERE THERE IS A CONCRETE BASE TO 3 ABOVE THAT BASE EXCEPT WHERE COVERED.
2. WHERE THERE IS NO CONCRETE BASE TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

C DENOTES COURTYARD

L DENOTES 90°

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk



FORM 2

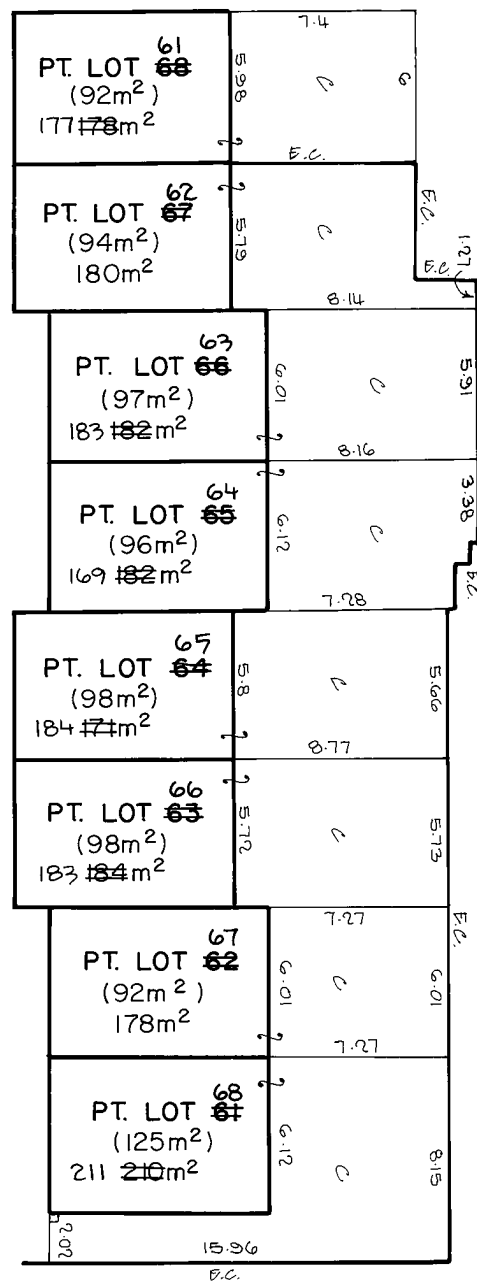
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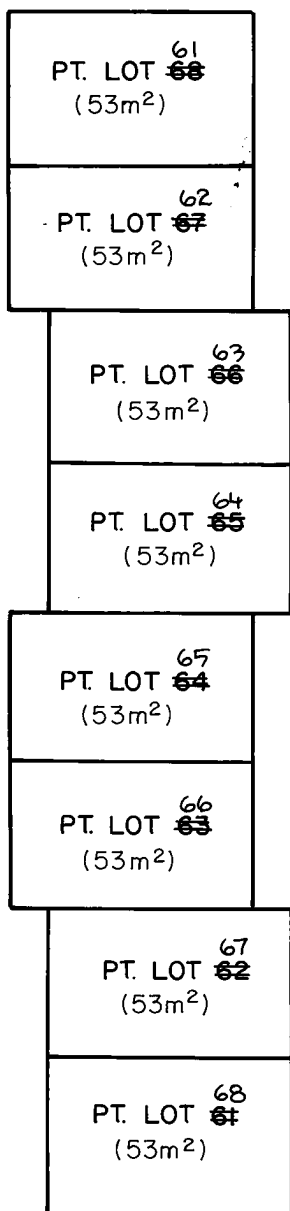
STRATA PLAN 38551

BLOCK M

GROUND FLOOR



FIRST FLOOR



NOTE:

1. THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO:-  
EXCEPT WHERE COVERED

2. WHERE THERE IS NO CONCRETE BASE TO 3 BEYOND AND WHERE  
UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR  
OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

C DENOTES COURTYARD

H DENOTES 90°

F.C. DENOTES EDGE OF CONCRETE ROOF OF CAR PARKING  
UNDER.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

STR. 4/91

Council Clerk

SURVEYORS REFERENCE: 114457





New South Wales.



D424709

## MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

**HOLT SUTHERLAND COMPANY (1933) LIMITED** (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 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 *Twenty four pounds eleven shillings eight pence (£24.11.8)* paid by *William William Somerville Provan* *Wilbroughly* 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 hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt 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 *T. W. S. Provan* All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *18th February 1943*. Registered Vol *534* fol *126* and in the said Lease Number 50990 and being the surface whole of the land comprised in Sub-lease Number *A107131* from the Holt Sutherland Estate Company Limited to *Mary Ann Somerville Provan* doth also transfer to the said *William William Somerville Provan* all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. *A107131* excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes 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 And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

*gob*  
*gob*  
*gob*

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly 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 *William William Somerville* *Provan* may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. *1107/31* 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 No. 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 Company (1933) Limited was hereunto affixed at Sydney this *thirtieth* day of *September* 19*45*

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *thirtieth* day of *September* 19*45* and such Directors thereupon signed this Transfer in the presence of—

*W. H. St. John*  
and Secretary

*W. H. St. John*

*W. H. St. John*

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

SIGNED in my presence by the said *William*

*William Somerville Provan* who is personally known to me—

*James Bryce*  
Clerk  
31 Hunter Street  
Sydney

*William William Somerville*  
*Provan*

G. 414.

St 9233

# Statutory Declaration.

(Oaths Act, 1900, Ninth Schedule.)

NEW SOUTH WALES, }

TO WIT. }

\* Name in full.

I, the undersigned\* Vivian William Somerville Provan

† Residence.

of † Willoughby

‡ Occupation.

in the State of New South Wales, ‡ Member of Aust. Military Forces

§ The facts to be stated according to the declarant's knowledge, belief, or information, severally.

do hereby solemnly declare and affirm that §

1. I am the transferee in Transfer dated  
13<sup>th</sup> September 1945 N<sup>o</sup> D424709.

2. I am identical with and the same person  
as Vivian William Provan, the transferee in  
Transfer of Lease dated 23<sup>rd</sup> May 1945, being  
N<sup>o</sup> D37176.

3. My correct name is Vivian William  
Somerville Provan.

And I make this solemn declaration, as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

V. Provan.

TAKEN and declared at Sydney in the said State,  
this 29<sup>th</sup> day of November 1945,

Before me, —

[Signature]  
Justice of the Peace.

# Perpetual Trustee Company (Limited)

33-39 HUNTER STREET, SYDNEY

No. 929

20<sup>th</sup> September 1945

RECEIVED from *William Warran*

the sum of *Forty four pounds eleven shillings*

*and eight pence* being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in

Sub-Lease No. *9.107131* dated *12<sup>th</sup> May 1944*

from the Holt Sutherland Estate *via*

*Mary Ann Goherty*

and part of the land comprised in Memorandum of Lease registered No. 50990.

£44-11-8.

*B. Smith*  
Cashier

D424709

No. Memorandum of Transfer  
and Transfer of Lease

Lot 14 Sec 29 DP1660

on The Boulevard  
and Caloola Rd.

Shire: Sutherland

(Excepting & Resv mines of coal etc.)

Lodged by

MINTER, SIMPSON & CO.,  
SYDNEY.

W. M. Minter

70 Alpha Rd.

Willoughby

**HOLT SUTHERLAND COMPANY (1933) LIMITED.**

Transferror.

Transferee.

Transferee.

Particulars entered in the Register Book, Vol. 6364

Folio 12. v. on Lease No 50990.

3rd day of December, 1943

at 12 minutes o'clock

in the noon.

Registrar General



5538

63



(1)

Fees—  
Lodgment ..... £ 1 : 10 : 0  
Endorsements ..... 1 : 10 : 0  
Certificate ..... 10 : 0 : 0  
Total ..... £ 3 : 10 : 0  
23.11.18

D927906

New South Wales

## MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietor for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 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 *Forty four Pounds, eleven shillings & eight pence (44-11-8)* paid by *IRIS LINDA LEEMING, wife of Harold & Frank Leeming, of A* 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 hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt 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 *IRIS LINDA LEEMING* All the estate and interests of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *18<sup>th</sup> February 1943* Registered Vol *5354* fol. *126* and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *B780452* from the Holt Sutherland Estate Company Limited to *Bertha Agnes Ball* And doth also transfer to the said *IRIS LINDA LEEMING* all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. *B780452* excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes 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 And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

(1)

X934

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly 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 *IRIS LINDA*

*LEEMING* may become the registered proprietor, in fee simple of the surface lands comprised in the said Sub-lease No. *B780452* 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 No. 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 Company (1933) Limited was hereunto affixed at Sydney this *fourth* day of *November* 19*48*.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD of DIRECTORS of that Company held this *fourth* day of *November* 19*48* and such Directors thereupon signed this Transfer in the presence of—

*Ind Macdonald*  
*Secretary*

*Reg. d. Simpson*  
*Robinson*  
Directors

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

SIGNED in my presence by the said *IRIS LINDA LEEMING*

*W. Heavers J.P.*  
personally known to me—

who is

*I I Leeming*  
*W. Heavers J.P.*

(2)

**Perpetual Trustee Company (Limited)**

33-39 HUNTER STREET, SYDNEY



No. 1172

9<sup>th</sup> November 1948

RECEIVED from Mrs Linda Leeming

the sum of Forty four pounds eleven

shillings eight pence being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in

Sub-Lease No. 8780452 dated 7 December 1928

from the Holt Sutherland Company Limited to

Bertha Agnes Ball

and part of the land comprised in Memorandum of Lease registered No. 50990.

£44-11-8

1 [Signature] Cashier



**Lodged by**

~~MINTZ, SIMPSON & Co~~



C. V. Chadwick

Register General's Office,  
Sydney

Lease pr  
pr -

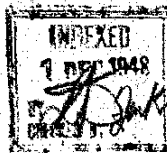
**HOLT SUTHERLAND COMPANY (1933) LIMITED**

**Transferror.**

Mrs Linda Seeming *Transferee.*

Particulars entered in the Register Book, Vol. 5364.

Folio 126 on Lease 50990



the

25<sup>th</sup> day of November 1948.

at

minutes

12 o'clock

~~in the~~

1900

J. Wells

Registrar General



	DATE	TIME
RECEIVED BY	E B	25-11
RECEIVED BY	H G	25-11
RECEIVED BY	at	25-11-28
RECEIVED BY	Gib	25/11/58
RECEIVED BY	B	26/11
RECEIVED BY	M	26-11-58

5364  
F227482



New South Wales

Q5550V

## MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 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 *forty four pounds eleven shillings and eight pence* paid by *John Henry Doherty* of *Arthur's Labourer* 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 hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt 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 *John Henry Doherty*

All the estate and interests of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *15th February 1912*.

Registered Vol. 5364 fol. 126 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *9123693* from the Holt Sutherland Estate Company Limited to *William Joseph Doherty* And doth also transfer to the said *John Henry Doherty* all

the estate and interest of which is the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. *9123693* excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes 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 And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly 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 John Henry Doherty may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. B122693 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 No. 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland 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 Company (1933) Limited was hereunto affixed at Sydney this twelfth day of April 1950.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twelfth day of April 1950 and such Directors thereupon signed this Transfer in the presence of—

W. H. H. H.  
Assistant Secretary

W. H. H. H.  
W. H. H. H. } Directors

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

SIGNED in my presence by the said John Henry Doherty who is personally known to me—

J. Alex Bryce  
Clerk to the Minister  
Sydney

John Henry Doherty

F227482

No. Memorandum of Transfer of

Lodged by

MINTER, SIMPSON & Co.,

SYDNEY

HOLT SUTHERLAND COMPANY (1933) LIMITED

Transferor.

Transferee.

*C. H. H. Jones*

Particulars entered in the Register Book, Vol. 5364

Folio 126 & Keen 50990

the 23rd day of June 1950

at minutes 12 o'clock

in the noon.

*J. H. Hall*

Registrar General.



RECORDS SECTION

KB 24/7.  
d. 24/7/50  
PS 3/1/50  
14/8/50  
14/11/50  
20/11/50

6217 66

B

6217 66

# Perpetual Trustee Company (Limited)

33-39 HUNTER STREET, SYDNEY



No. 1253

1<sup>st</sup> Mar.

1950

RECEIVED from *John Henry Doherty*

the sum of *Forty four pounds eleven*

*shilling and sixpence* being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in


Sub-Lease No. *A 123693 dated 22<sup>nd</sup> July 1914*

from the Holt Sutherland *Estate Company Limited* to

*William Joseph Doherty*

part of the land comprised in Memorandum of Lease registered 50990.

£ 44-11-8

  
Cashier

F234516

JUN 2 2 44 PM

①  
Lodgment ..... 1:10  
Endorsements ..... 1:10  
Certificate .....  
Total ..... 3/5/-  
K2-6.10

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 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 one hundred and eighty seven pounds ten shillings paid by CYRIL HAYNES of Sutherland 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 hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt 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 CYRIL HAYNES All the estate and interests of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 16th February 1943 Registered Vol. 5364 fol. 125 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number A245256 from the Holt Sutherland Estate Company Limited to CYRIL HAYNES And doth also transfer to the said CYRIL HAYNES all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. A245256 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes 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 And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

Lot 4 Sec 29  
D.P. 801

26620

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly 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 **CYRIL HAYNES**

may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No.A245256 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 No. 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed 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 Company (1933) Limited was hereunto affixed at Sydney this *twenty seventh* day of *April* 1950.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *twenty seventh* day of *April* 1950 and such Directors thereupon signed this Transfer in the presence of—

*[Signature]*  
Secretary.

*[Signature]*  
*[Signature]*  
Directors

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

SIGNED in my presence by the said  
**CYRIL HAYNES**

*Cyril Haynes*

personally known to me—

*[Signature]* who is  
*[Signature]*  
*[Signature]*

Memorandum of Transfer of

Lodged by *Richard & Barry*  
*14 Wellington*  
MINTER, SIMPSON & CO.,  
—SYDNEY—

*Repts. 1/11*

**HOLT BUTHERLAND COMPANY (1933) LIMITED**  
Transferror.

# *Cyril Haynes* Transferee.  
*CT to R Holes*

Particulars entered in the Register Book, Vol. 5364  
Folio 125 and on lease No 50990



*H. 24th* day of *July* 19*50*  
the  
at  
in the  
minutes—  
noon. 12 o'clock

*J. H. Pells*  
Registrar General.



*Wicks*  
*Nolia*

PROGRESS RECORD.		
	INITIALS	DATE
SENT TO SURVEY DRAFTING		
RECEIVED FROM REEVE BOARD		
DRAFT WRITTEN	<i>SP</i>	11.7.50
DRAFT EXAMINED	<i>SP</i>	13/7
DIAGRAM PREPARED	<i>SP</i>	31.5/50.
DIAGRAM EXAMINED	<i>SP</i>	15.8.50
DRAFT FORWARDED	<i>SP</i>	di
ENVELOPES	<i>SP</i>	15/11
CANCELLATION CLERK	<i>SP</i>	2/11
VOL.	6217	182
FOL.		

*B*



B

# Perpetual Trustee Company (Limited)

83-39 HUNTER STREET, SYDNEY



No. 1256

11<sup>th</sup> May

1950

RECEIVED from *Cyril Haynes*

the sum of *One hundred eighty seven*

*pounds ten shillings* being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in

Sub-Lease No. *A245256* dated *15<sup>th</sup> March 1916*

from the Holt Sutherland *Estate Company Limited*

*to Francis James Wood*

and part of the land comprised in Memorandum of Lease registered No. 50990.

£187-10-0

*[Signature]*

B

Cashier

## The Commercial Bank of Australia Limited

NEW SOUTH WALES.

FEE :-	£	s.
Lodgment	:	13
Endorsement	:	
TOTAL	£	:

2 3-36100  
G 83911



3 1 1  
2 5  
2 70  
Total 5 157  
2 6.54

New South Wales

H 204548

H 204548

## MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty six years from the first day of July 1899 under Memorandum of Lease registered No. 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 *two hundred and ten pounds (£210-0-0)* paid by *Elsie Marion Hewitt of 103 Arcadia Road Sutherland, Widow* to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt 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 *Elsie Marion Hewitt* All the estate and interests of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *20th September 1951* Registered Vol. *6384* fol. *71* and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Numbers *8989216* *8758400* — from the Holt Sutherland Estate Company Limited to And doth also transfer to the said *Elsie Marion Hewitt* all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease Nos. *8989216* *8758400* (excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes 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 And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly 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 *Elsie Marion Hewitt* —

may become the registered proprietor in fee simple of the surface lands comprised in the said Sublease No. <sup>1989/216</sup> ~~SC 75/PH/20~~ 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 No. 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland 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 Company (1933) Limited was hereunto affixed at Sydney this <sup>23rd</sup> day of *October* 1953.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this <sup>23rd</sup> day of *October* 1953 and such Directors thereupon signed this Transfer in the presence of *[Signature]*

*Thomas A. Holt*  
*Arthur M. Holt*

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

SIGNED in my presence by the said *ELSIE MARION HEWITT*.

personally known to me —

*John S. Hunt*  
*Solicitor*  
*Sydney*

who is

*E. M. Hewitt*

**Perpetual Trustee Company (Limited)**

33-39 HUNTER STREET, SYDNEY.

1385

*30 March 1954*

RECEIVED from *Elcie Marion Hewitt*

the sum of *Two hundred & ten pounds*

being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in

Sub-Lease No. *A989216 & C 758400*

from the Holt Sutherland *Company (1933) Limited*

*to John Hewitt*

and part of the land comprised in Memorandum of Lease registered No. 50990.

*210-*

*[Signature]*  
Cashier.

G 83911

*Hand to H*  
*4847*  
*No. 1*

Memorandum of Transfer of  
lots 6, 7, 8, 9 and 10 of section 29  
Dep. Plan 1660.

Lodged by *Reid & Hunt*  
MINTER, SIMPSON & CO.,  
SYDNEY

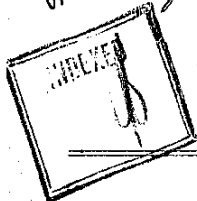
HOLT SUTHERLAND COMPANY, (1933) LIMITED

Transferor.

Transferee.

Particulars entered in the Register Book, Vol. *63811*  
Folio *111* and on Lease No *50990*

*wc* the *29<sup>th</sup>* day of *September* 19*51*  
at *11* minutes *11* o'clock  
*De* in the *fore* noon.



*J. H. Pells*  
Registrar General



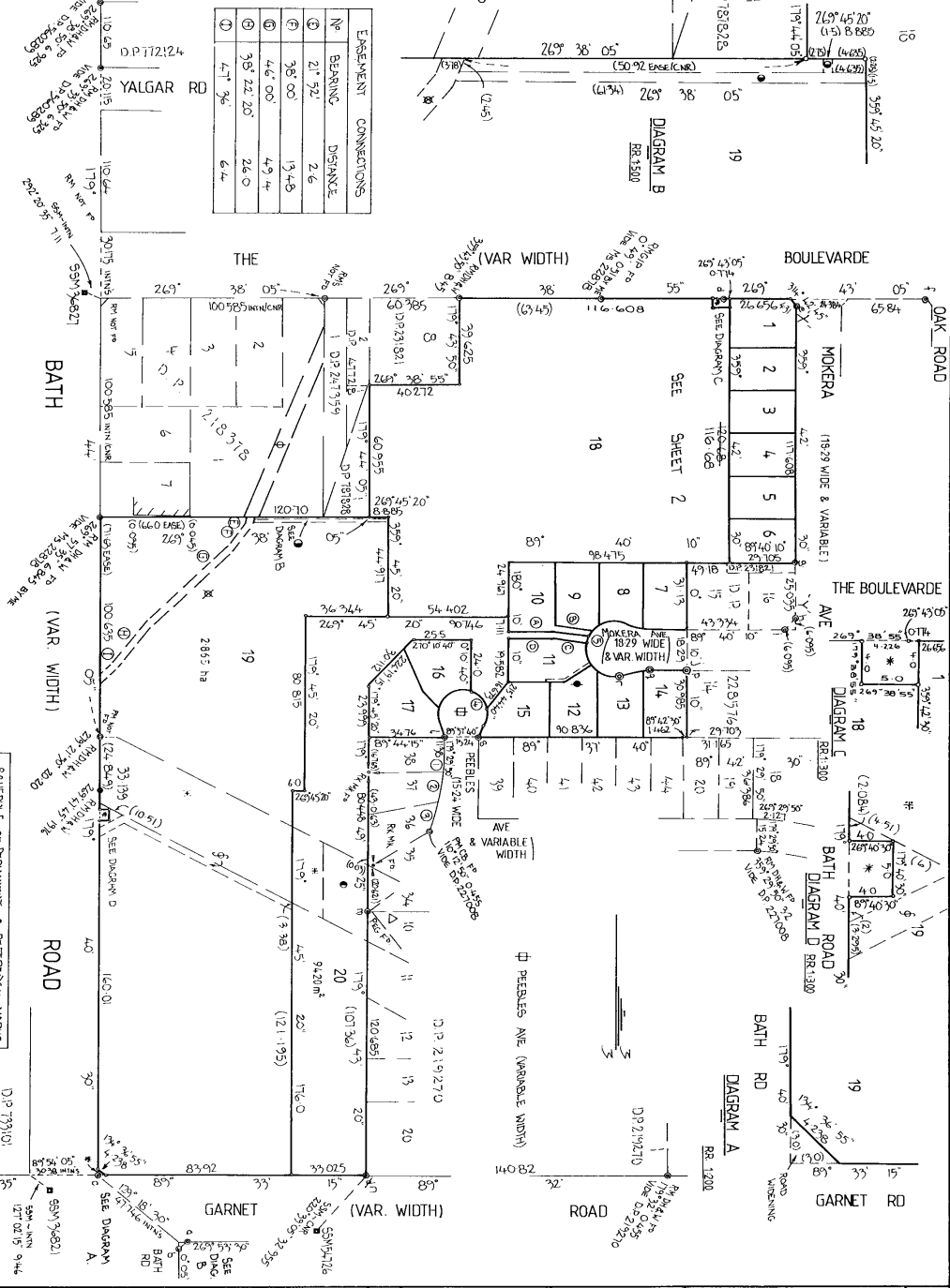
INDEXED	
REGISTERED	
7.10.51	
8/10/51	
18/11/51	
19/11/51	
21/11/51	
30/12/51	
6503	146

*AL*



Edgar

Edith



EASEMENT CONNECTIONS	
No	BEARING DISTANCE
①	21° 32' 26
②	38° 00' 1348
③	46° 00' 49 4
④	35° 22' 20' 26 0

N	179° 44' 20"	0.447	DE WWPX	MS22818
SCHEDULE OF PERMANENT & REFERENCE MARKS				
Nº	BEARING	DISTANCE	MARK	VIDE

SCHEDULE OF BOUNDARIES		
N <sup>o</sup>	BEARING	DISTANCE
(A)	S 89° 40' 10"	19.841
(B)	S 96° 44' 30"	15.79
(C)	S 96° 44' 30"	14.768
(D)	S 89° 40' 10"	19.682

CURVED BOUNDARY CONNECTIONS


REFERENCE MARKS
IDH 4.1's PLACED
MCB PLACED
MCB PLACED
IDH 4.1's PLACED

2183718

[illegible]

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

DP 805957 (E)

Registered:  DT 23.10.1990

CA: N°57/10 OF 5.10.1990

Title System: TORRENS

Purpose: SUBDIVISION

Rel Map: UO030 - 61 # 63

Last Plan: DP 622 838  
DP 167826

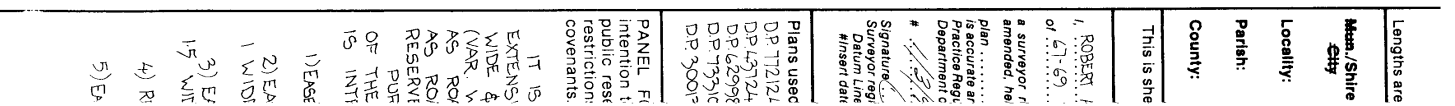
PLAN OF SUBDIVISION OF LOT

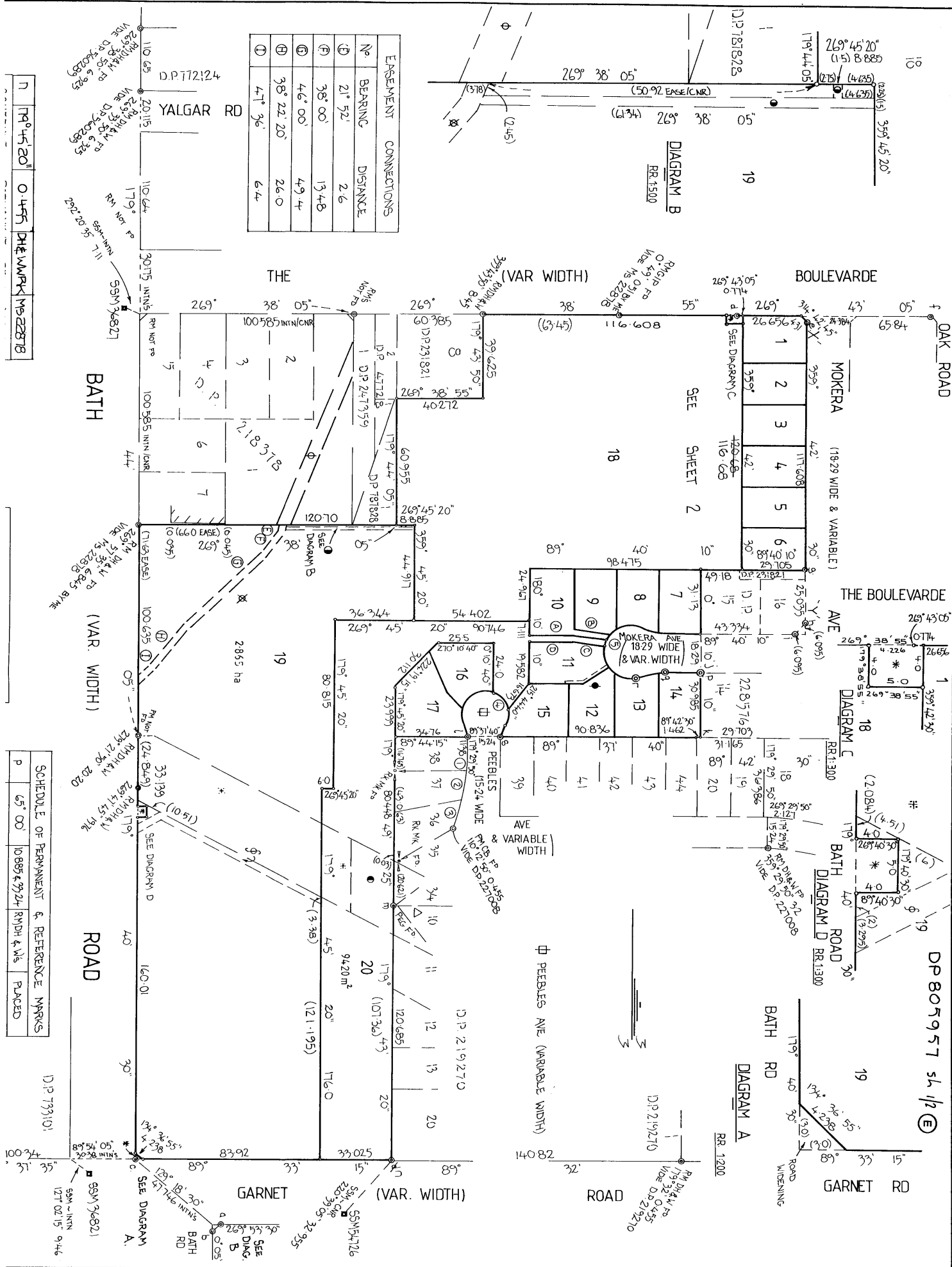
1 IN DP 622836

& LOT 2 IN D.P. 787826

Lengths and in metres. Reduction Ratio 1:1500

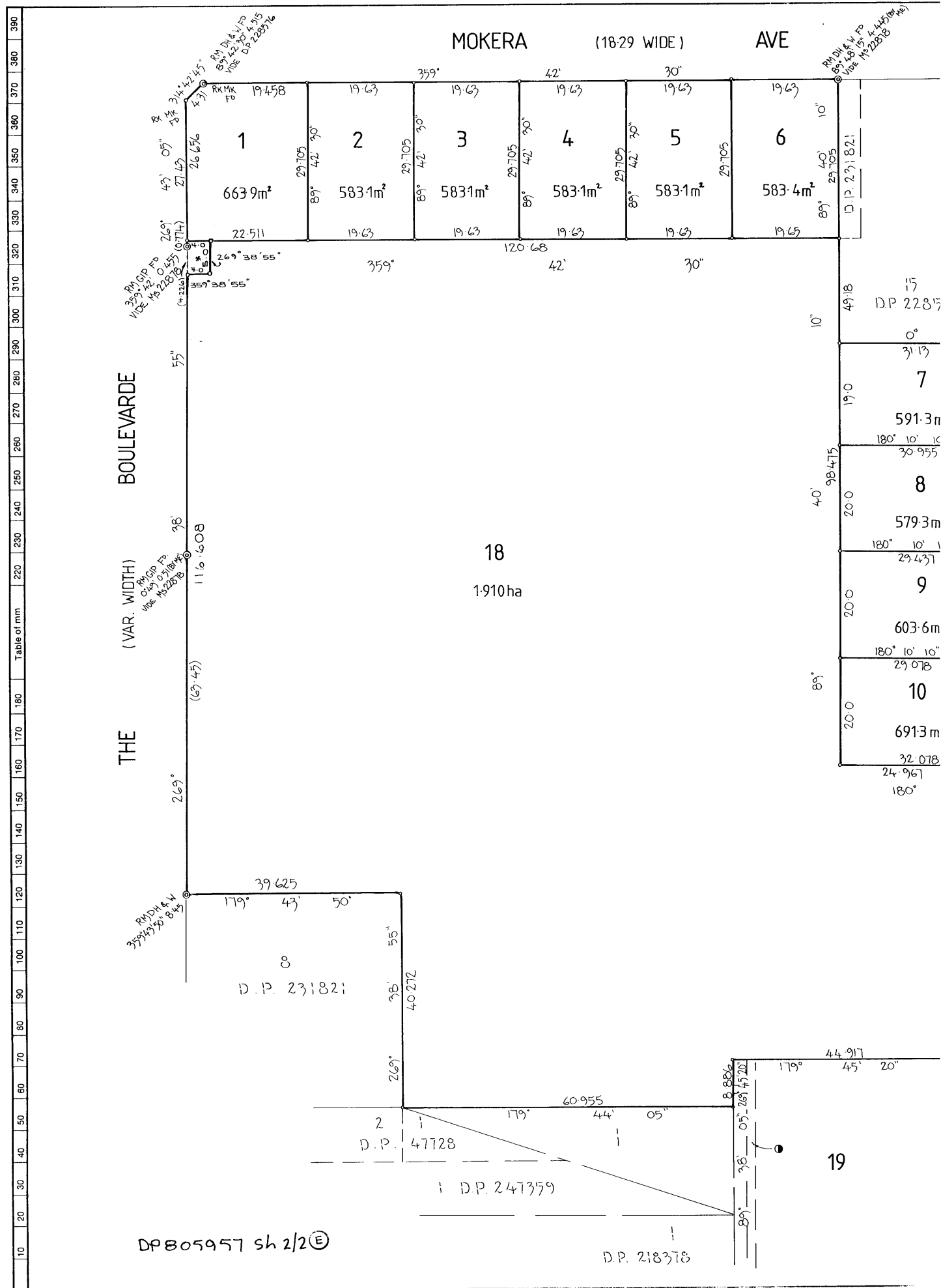
Mapa / Shite #299	SUTHERLAND	Locality:	KAREILA	Parish:	SUTHERLAND	County:	CUMBERLAND															
<p>This is sheet 1 of my plan in 2 sheets. (Please if impossible)</p> <p>I, ROBERT ALBERT DINE JR. of B. WHITE PL. of C. 60, KIMBERLEY RD. HUNTSVILLE a surveyor registered under the Survey Act, 1922, as amended, hereby certify that this survey / represented in this plan Department of Lands and was completed on: 11/18/89 Signature: <i>[Signature]</i> Date: 11/18/89 Witnessed under Surveyors Act, 1922 as amended Dalein L. of Armith. Witness date of survey: X - Y</p> <p>Plans used in preparation of survey/compilation:</p> <table border="1"> <tr> <td>DP 12124</td> <td>DP 21073</td> <td>DP 672536</td> </tr> <tr> <td>DP 437245</td> <td>DP 622689</td> <td>DP 177559</td> </tr> <tr> <td>DP 675968</td> <td>DP 227270</td> <td>DP 215680</td> </tr> <tr> <td>DP 175310</td> <td>DP 218621</td> <td>DP 471728</td> </tr> <tr> <td>DP 90039</td> <td>DP 227008</td> <td></td> </tr> </table>								DP 12124	DP 21073	DP 672536	DP 437245	DP 622689	DP 177559	DP 675968	DP 227270	DP 215680	DP 175310	DP 218621	DP 471728	DP 90039	DP 227008	
DP 12124	DP 21073	DP 672536																				
DP 437245	DP 622689	DP 177559																				
DP 675968	DP 227270	DP 215680																				
DP 175310	DP 218621	DP 471728																				
DP 90039	DP 227008																					
<p>PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create</p>																						







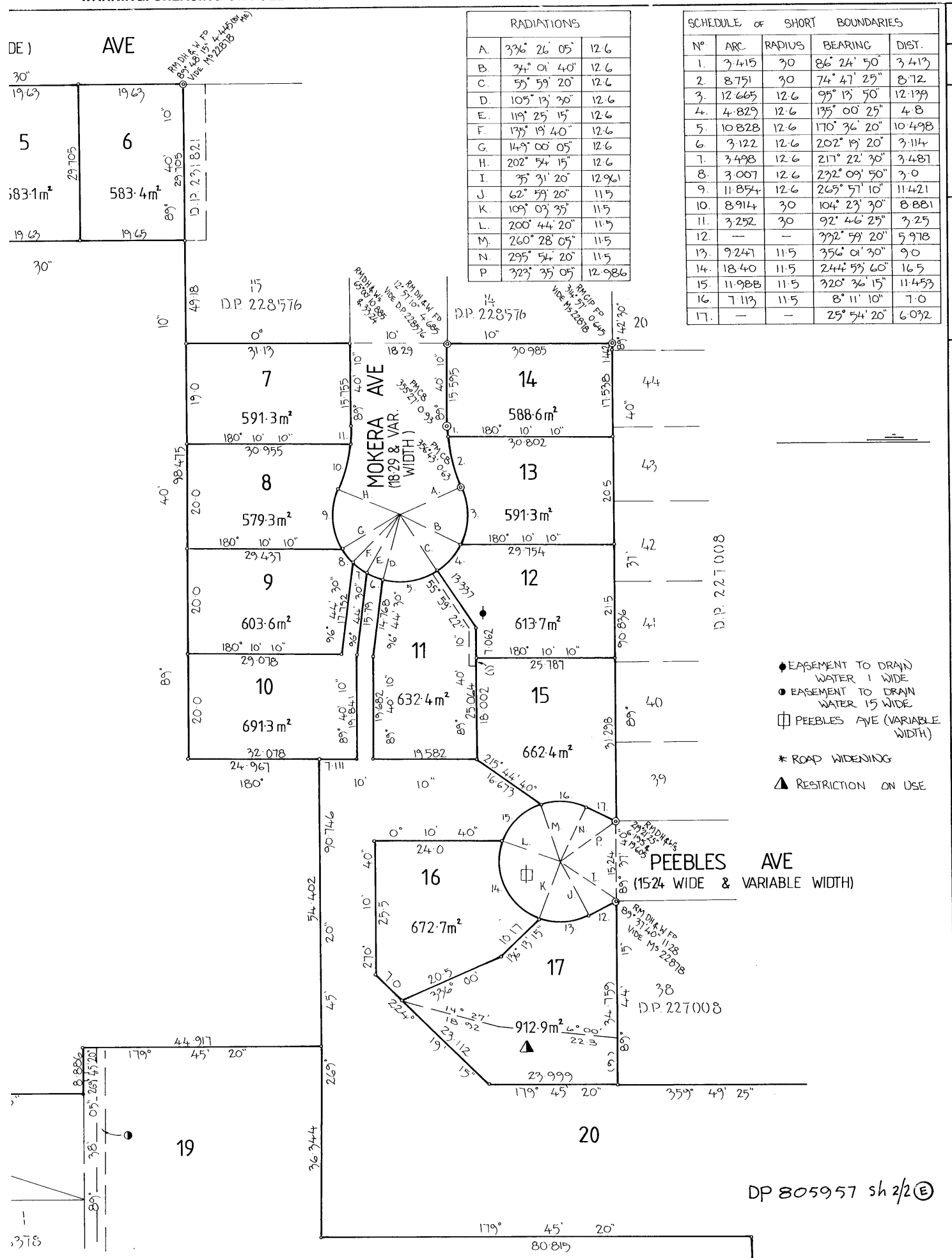




**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

RADIATIONS			
A.	336°	26' 05"	12.6
B.	34°	01' 40"	12.6
C.	55°	59' 20"	12.6
D.	105°	13' 30"	12.6
E.	119°	25' 15"	12.6
F.	135°	19' 40"	12.6
G.	14.9°	00' 05"	12.6
H.	202°	54' 15"	12.6
I.	35°	31' 20"	12.961
J.	62°	59' 20"	11.5
K.	109°	03' 35"	11.5
L.	200°	44' 20"	11.5
M.	260°	28' 05"	11.5
N.	295°	54' 20"	11.5
P.	323°	35' 05"	12.986

SCHEDULE OF SHORT BOUNDARIES				
Nº	ARC	RADIUS	BEARING	DIST.
1.	3 415	30	86° 24' 50"	3 412
2.	8 751	30	74° 41' 25"	8 712
3.	12 665	12.6	99° 13' 50"	12 139
4.	4 829	12.6	139° 00' 25"	4 488
5.	10 828	12.6	175° 36' 20"	10 498
6.	3 122	12.6	202° 19' 20"	3 114
7.	3 498	12.6	211° 22' 30"	3 481
8.	3 007	12.6	232° 09' 50"	3 0
9.	11 854	12.6	265° 51' 10"	11 421
10.	8 914	30	104° 23' 30"	8 881
11.	3 252	30	92° 46' 25"	3 25
12.	—	—	392° 59' 20"	5 978
13.	9 247	11.5	356° 01' 30"	9 10
14.	18 40	11.5	244° 59' 60"	16 5
15.	11 988	11.5	320° 36' 15"	11 453
16.	7 113	11.5	8° 11' 10"	7 0
17.	—	—	25° 54' 20"	6 032



1000

INSTRUMENT SETTING OUT TERMS OF RIGHTS OF CARRIAGEWAY AND  
EASEMENT FOR CABLES INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres.

Sheet 1 of 2 Sheets

Plan: **DP 647182 (E)**

Plan of Right of  
Carriageway and Easement  
for cables over the Common  
Property in Strata Plan. 38551

Name and address of  
Proprietor of the Land

The Body Corporate  
Strata Plan No. 38551  
No. 459-479 The Boulevard  
Kareela

PART 1

- |  |   |
|--|---|
| 1. Identity of easement<br>firstly referred to in<br>above mentioned plan: | Right of Carriageway<br>and Easement for Cables<br>variable width |
|--|---|

SCHEDULE OF LOTS AFFECTED

Lots Burdened

The Common Property  
in Strata Plan 38551

Authority Benefited

Australian Telecommunications  
Corporation (ATC)

PART 2

1. TERMS OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR CABLES VARIABLE  
WIDTH FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:

Right of Carriageway as set out in Part 1 of Schedule <sup>4A</sup>~~Viii~~ of the  
Conveyancing Act, 1919 with the following addition:

1. No building or structure is to be erected on or over the  
land effected.
2. No open drains or channels, contour ploughing or erosion  
control meters to be cut or formed.
3. No dams or other water conservation features be formed or  
constructed.
4. No poles or posts to be erected other than by personnel  
instructed by or in the employment of Telecom.

0001F.NOS



*T. Bright*

DP647182 (E)

SHEET 2 OF ~~3~~<sup>2</sup> SHEETS

5. No removal or dumping or soil or any other surface level changes to be made to the surface of the land affected.
6. The right to construct lay down, erect, replace, repair, renew and remove underground telecommunication and electricity cables (hereinafter called "the cables") and cable ducts, tunnels, culverts, bridges, cable joints, permanent marker posts, manholes, cable pits and other apparatus (hereinafter called "the works") for the transmission of telephone, television, and radio control signals and currents and electric current and for other incidental purposes under, over, through and beneath the surface of the Land at such heights or depths as ATC shall think proper TOGETHER WITH the right for ATC and every person authorised by it from time to time and at all times hereafter with or without vehicles, plant and machinery to enter into and upon the Land for the purpose of cleansing, repairing, renewing, maintaining or constructing, laying down, erecting, replacing, removing the cable and the works or any part or parts thereof AND as often as may be necessary to bring and place upon the Land and to remove therefrom all materials, apparatus, instruments, machinery, tools, implements, appliances and articles and to do and perform all such other incidental acts and things as may be reasonable necessary or required, doing as little damage as is reasonably possible to the land.
7. The full right and liberty for ATC staff and every person authorised by ATC with or without vehicles plant and machinery to pass and repass at all times of the day or night and during such times as ATC considers necessary to park vehicles upon the said right of way PROVIDED THAT access for the Body Corporate, its agents, tenants or licensees is not unnecessarily impeded.

THE COMMON SEAL of

THE PROPRIETORS OF STRATA PLAN 38551 was

affixed in the presence of Gordon Jackson Davies.

being the person authorised under

the Strata Titles Act to attest

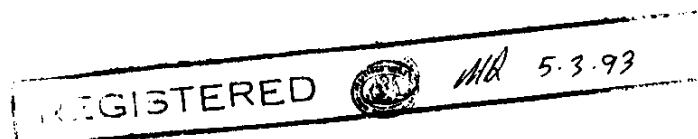
the fixing of the seal.



T. Bryant

Proprietor

0001F.NOS



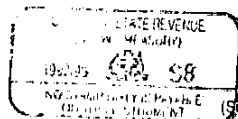
OFFICE USE ONLY

RP 1

STAMP DUTY



E  
960821 X



**LEASE**

REAL PROPERTY ACT, 1900  
(To be lodged in duplicate)

(See instructions for Completion issued as Form RP 1B)

L	of	R
	\$ 100	g

LAND of which LESSOR is registered proprietor

DESCRIPTION  
OF LAND  
Note (a)

Torrens Title Reference	If Part or premises, see note (a) (ii)	Location
CP/SP38551	WHOLE  PART being the area of common property at 459-479 The Boulevard Kareela described in Item 2 of Schedule 1 annexed.	AT KAREELA

LESSOR  
Note (b)

THE PROPRIETORS OF STRATA PLAN 38551

(the abovenamed LESSOR) hereby leases to the LESSEE

LESSEE  
Note (b)

AUSTRALIAN TELECOMMUNICATIONS CORPORATION

as joint tenants/tenants in common

OFFICE USE ONLY

OVER

Note (c)

Note (h)

PRIOR  
ENCUMBRANCES

Note (d)

TERM

Note (e)

Note (f)

Note (g)

Note (h)

the land and premises above described, subject to the following PRIOR ENCUMBRANCES 1. .... 3. ....

for a TERM of Ninety nine (99) years commencing on 1/7/1991 and TERMINATING on 30/6/2090

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause (c) of SCHEDULE TWO hereto;

together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto), and

SUBJECT TO THE covenants and provisions:

- (i) implied by sections 84 and 85 of the Conveyancing Act, 1919 as are not expressly negated or modified herein;
- (ii) set forth in the Memorandum filed in the Land Titles Office as Number .....; and
- (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

DATE 21 February 1992

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (i)

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

T. Bright  
Signature of Witness

TREVOR MARRELL BRIGHT  
Name of Witness (BLOCK LETTERS)

11 Fisher St, Balgownie HTS  
Address and occupation of Witness Strata Manager



Signature of Lessor

Note (i)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

See attestation clause annexed

Signature of Lessee 21.2.92

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

OFFICE USE ONLY

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by 647182
Ref: 293E	Delivery Box Number	Secondary Directions	
Checked	Passed	Registered	-19
Signed	Extra Fee	Delivery Directions	CT 293E

SCHEDULE ONE HEREINBEFORE REFERRED TO

s (l) and (m)

s (l) and (m)

s (m) and (n)

(q)

ICE USE ONLY

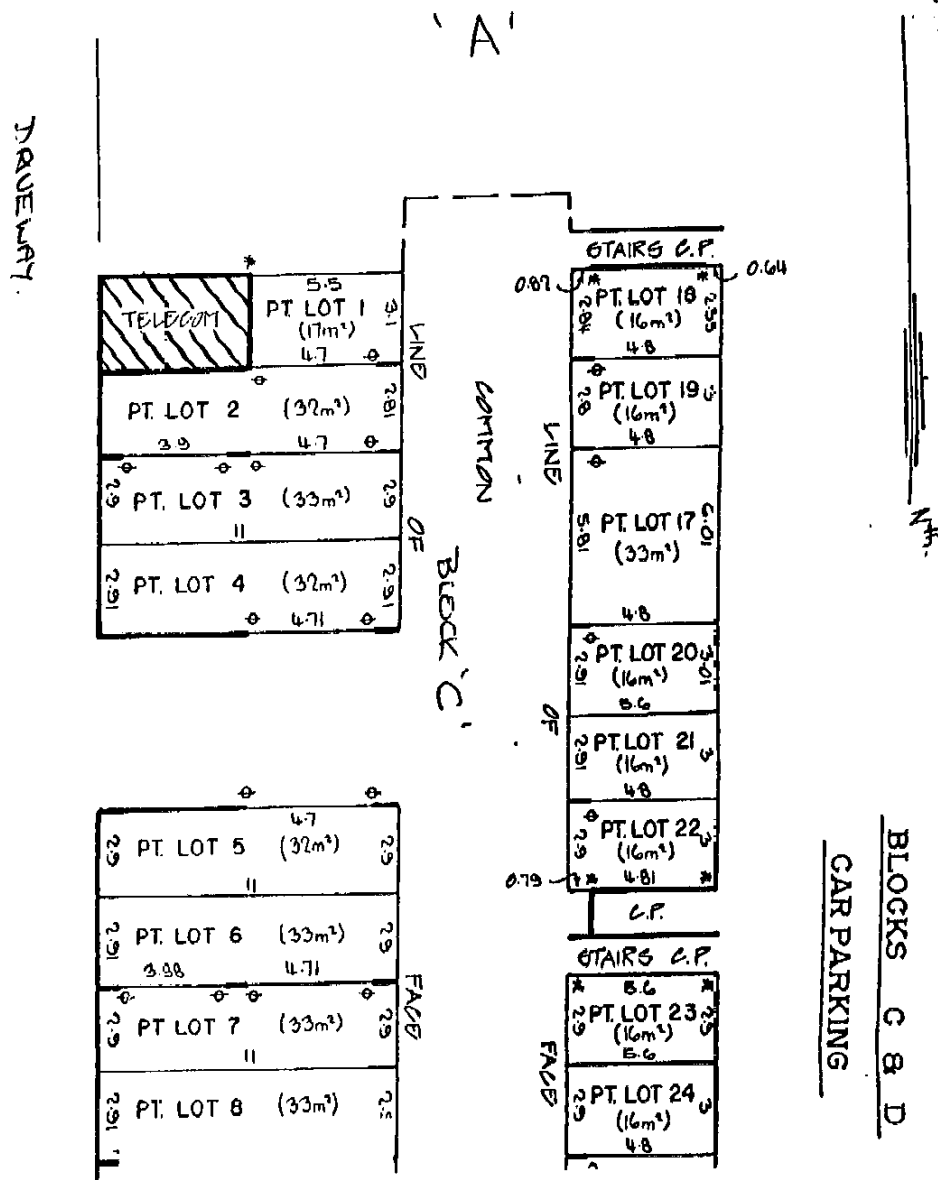
FIRST SCHEDULE DIRECTIONS					
(A)	FOLIO IDENTIFIER	(B) DIRECTION	(C)	NAME	

5

Null  
o.d.

✓  
d. Anterior (J.P.)





*Antoniou (J.P.)*

*[Signature]*

B

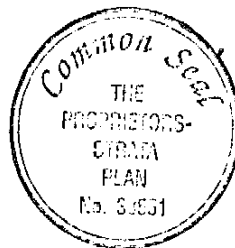
Form 14

Strata Titles Act 1973

CERTIFICATE THAT INITIAL PERIOD EXPIRED

In pursuance of the Strata Titles Act 1973, The Proprietors - Strata Plan No. 38551 hereby certifies that in respect of the strata scheme based on Strata Plan No. 38551, the initial period as defined by that Act expired before the execution of the Lease by unanimous resolution and in accordance with the Act.

THE COMMON SEAL of  
THE PROPRIETORS - STRATA PLAN  
NO. 38551 was hereunto affixed  
in the presence of PHILLIP J.  
DUGGAN being the person authorised  
by Section 55 of the Strata Titles  
Act 1973 to attest the affixing  
of the seal.



A handwritten signature, appearing to be "P. J. Duggan", written over a horizontal line. To the left of the signature is a small circular stamp.

Signature

P. J. Duggan

OOT

Form 11

**B**

Strata Titles Act 1973

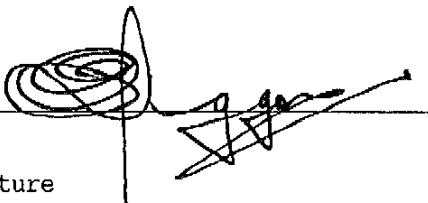
CERTIFICATE OF BODY CORPORATE

In pursuance of the Strata Titles Act, 1973 The Proprietors - Strata Plan No. 38551 hereby certify that:-

- (1) The Lease of common property to Australian Telecommunications Corporation was executed pursuant to a unanimous resolution passed in accordance with the requirements of the above Act;
- (2) The requirements of Section 28(3)(a)(ii) of the above Act have been complied with in respect of the said dealing.

THE COMMON SEAL of  
THE PROPRIETORS - STRATA PLAN  
NO. 38551 was hereunto affixed  
in the presence of PHILLIP J.  
DUGGAN being the person authorised  
by Section 55 of the Strata Titles  
Act 1973 to attest the affixing  
of the seal.



  
Signature  
P. J. Duggan

OOT

B

MEMORANDUM CONTAINING THE COVENANTS AND PROVISIONS REFERRED TO IN THE  
LEASE BETWEEN ....THE PROPRIETORS OF STRATA PLAN..38551.... AS LESSOR  
AND .....AUSTRALIAN..TELECOMMUNICATIONS..CORPORATION..... AS LESSEE  
DATED THE ..... DAY OF .....1991.

-----  
THE LESSOR AND THE LESSEE EXPRESSLY COVENANT AND AGREE WITH EACH OTHER  
AS FOLLOWS:

PART 1 - INTERPRETATION

1.1 In this Lease unless the contrary intention appears:-

"Building" means the Building of which the Demised Premises form part together with any modifications extensions or alterations to it from time to time and together with the Appurtenances fixtures fittings furnishings plant machinery and equipment in it from time to time and including (but without affecting the generality hereof) the common parts and parking areas, if any.

"Common Parts" means those parts of the Building provided from time to time for common use by the occupants of the Building and including (but without limiting the generality hereof) the entrances lobbies corridors toilets stairways elevators and other common amenities and conveniences including the service ducts, other than those reserved by the Lessor.

"Commencement Date" means the date of commencement of this Lease as specified in Item 5 of Schedule 1.

"Demised Premises" means the premises specified in Item 2 of Schedule 1 of this Lease.

"Land" means the land referred to in Item 1 of Schedule 1.

"This Lease" means this Lease including any Schedules and Annexures.


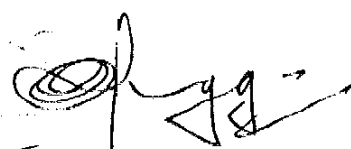
"Lessee" means the Lessee specified in Item 4 of Schedule 1.

"Lessor" means the Lessor specified in Item 3 of Schedule 1.

"Manager of the Building" means and includes the manager of the Building, if any, for the time being appointed by the Lessor and the servants and agents of such manager.

"the Term" means the term of this Lease, as specified in Item 5 of Schedule 1.

KAREELA.LSE

  
A. C. Antonious (J.P.)  


- 2 -

- 1.2 Words importing the singular number include the plural and vice versa, words importing masculine gender include the feminine or neuter genders and vice versa and words importing persons include corporations and vice versa.
- 1.3 If any term covenant or condition of this Lease or the application of them to any person or circumstance shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected and each term covenant and condition of this lease shall be valid and enforceable to the fullest extent permitted by law.

PART 2 - EXCLUSION OF IMPLIED COVENANTS AND POWERS

- 2.1 The covenants and powers implied in every lease by virtue of Sections 84, 84A and 85 of the Conveyancing Act, 1919 shall not apply to or be implied in this Lease unless they or some part of them are included in the covenants set out below.

PART 3 - TERM, HOLDING OVER AND EARLY DETERMINATION

Term:

- 3.1 The Lessee holds the Demised Premises as tenant for the Term specified in Item 5 of Schedule 1

Rent:

- 3.2 The Lessee will pay to the Lessor the rental of \$1.00 when demanded by the Lessor and this sum shall be the total rent for the Term.

Holding Over:

- 3.3 If the Lessee continues to occupy the Demised Premises after the expiration or sooner determination of the Term with the consent of the Lessor other than pursuant to a further lease granted by the Lessor, the Lessee shall do so as a monthly tenant only of the Lessor at a rental equal to the monthly proportion of the annual rent hereby reserved and payable during the last year of the Term, to be paid monthly in advance on the first day of each month such tenancy to be determinable by one month's notice in writing by either party and otherwise on the same terms and conditions mutatis mutandis as those herein contained but excepting any option for renewal contained in this Lease.

KAREELA, LSE

*[Handwritten signatures and initials]*  
A. Antonio (J.P.)

B

- 3 -

Termination or Abatement on Damage or Resumption:

- 3.4 If the whole or any part of the Building shall be resumed by any competent authority or be destroyed or damaged so as to render the Demised Premises during the Term substantially unfit for the use and occupation of the Lessee or so as to deprive the Lessee of substantial use of the same then this Lease may be terminated by either party giving notice in writing to the other and upon the happening of any such damage or destruction the Rent or a proportionate part thereof according to the nature and extent of the damage sustained shall abate until the Demised Premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until this Lease shall be terminated pursuant to this clause.

PART 4 - USE OF THE DEMISED PREMISES AND ASSIGNMENT

Permitted Use:

- 4.1 The Lessee will not use or permit to be used the Demised Premises for any purpose other than as set out in Item 6 of Schedule 1.

PART 5 - MAINTENANCE AND REPAIR

To Keep in Repair:

- 5.1 The Lessee will during the whole of the Term and otherwise so long as the Lessee may remain in possession or occupation when where and so often as need shall be, maintain replace, repair and keep the whole of the Demised Premises in good and substantial repair order and condition.

PART 6 - APPROVAL OF GOVERNMENT AUTHORITIES

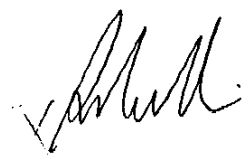
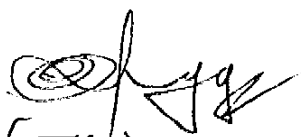
Lease Conditional on Council Approval:

- 6.1 The Lessee may terminate this Lease at any time if it does not receive the consent of the local council and all other relevant authorities to the installation of the equipment in the Demised Premises, or if the said consent is withdrawn or varied in any way so as in the opinion of the Lessee to render its use of the premises impractical for its purpose.

Requirements of Public Authorities:

- 6.2 The Lessee will at all times comply with all statutes, ordinances, proclamations, orders and regulations present or

KAREELA.LSE

  
A. C. Antonios (T.R.) 

B

future or notices issued by any public authorities affecting or relating to the Demised Premises or the use thereof.

#### PART 7 - INSURANCE

##### Public Risk & Worker's Compensation:

7.1 The Lessee is a self insurer and undertakes during the term and any holding over period to maintain insurances including -

- (a) adequate public risk insurance for an amount not less than the amount set out in Item 7 of Schedule 1.
- (b) Workers' Compensation insurance (including cover for common law liability) for all persons employed by it and with respect to whom death or bodily injury claims could be asserted against the Lessor in an amount not less than that approved from time to time by the Lessor provided that in no event shall the common law liability cover be less than five million dollars (\$5,000,000.00).
- (c) adequate contents insurance in respect of all contents from time to time stored on or about the Demised Premises.

#### PART 8 - QUIET ENJOYMENT ACCESS AND ALTERATIONS AND ADDITIONS

##### Quiet Enjoyment:

8.1 The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease shall and may peaceably possess and enjoy the Demised Premises during the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.


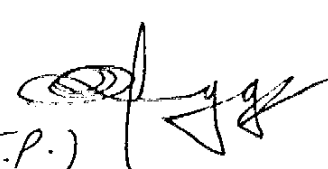
##### Access:

8.2 The Lessee shall have the full right and liberty with or without tools, materials, plant and other apparatus and vehicles for access to the Demised Premises and all Common Parts of the Building including the service installations for its officers, servants, workmen, agents and contractors at all times of the day and night on any day during the Term of this Lease.

##### Alterations & Additions:

8.3 The Lessee may during the Term of this Lease install erect, construct, dismantle, repair, replace, renew and maintain in

KAREELA.LSE

X   
A. Antonious (T.P.) 

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- 5 -

and on the Demised Premises such plant, telecommunication wires, cables and antennae, air conditioning, computer and electrical equipment for telecommunication purposes or for other incidental purposes, and if necessary to carry out construction to effectively establish and maintain an equipment room and, if necessary, antenna installation. All equipment and other items brought onto the Demised Premises shall remain the absolute property of the Lessee.

Removal of Lessee's Fixtures and Equipment:

- 8.4 The Lessee may at or prior to or within three (3) months of the determination of this Lease take remove and carry away from the Demised Premises all cables, fixtures fittings plant equipment or other articles brought upon the Demised Premises by the Lessee, and shall within the said period carry out all necessary work to restore the Demised Premises to its condition prior to the commencement of this Lease. The Lessor shall provide the Lessee with access within the said period.

PART 9 - DEFAULT, TERMINATION, ETC.

Re-entry or Surrender on Default:

- 9.1 In the event that:-

- (a) the rent payable under this Lease shall remain unpaid for forty five (45) days after the date of demand for payment thereof; or
- (b) The Lessee fails for forty five (45) days to perform or observe any one or more of the covenants or provisions expressed or implied in this Lease unless the non-performance or non-observance has been waived or excused by the Lessor in writing.


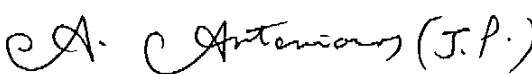
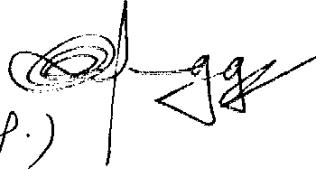
THEN the Lessor may at any time thereafter either re-enter into and repossess the Demised Premises and thereupon this Lease shall absolutely determine or call for an immediate surrender of the Lessee's estate and interest under this Lease.

PART 10 - GENERAL PROVISIONS

Whole Agreement:

- 10.1 The covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties.

KAREELA LSE



11



Cost of Lease, etc:

- 10.2 The Lessee will pay the Lessor's legal costs and all duties, fees, charges and expenses of or incidental to the preparation completion stamping and registration of this Lease and any renewal hereof and any application for the consent of the Lessor's mortgagee to this Lease.

Supply Failure and Provision of Services:

- 10.3 In order to avoid any possibility of a power supply failure the Lessor will allow the Lessee to connect an uninterruptable power supply to the Demised Premises. The cost of such instalation and of telephone and power supplies shall be borne by the Lessee.

KAREELA.LSE

X   
A. Antonios (J.P.) 

**SCHEDULE 1**

Folio Identifier CP/SP38551.

The following areas in the building at 459-479, The Boulevard, Kareela ("the Building");

ITEM 3: LESSOR (Clause 1.1)

**ITEM 4:**           **LESSEE**                                 (Clause 1.1)

ITEM 5: TERM (Clause 1.1)

Ninety nine (99) years

COMMENCEMENT DATE (Clause 1.1)

1 July 1991

**ITEM 6: PERMISSIBLE USE** (Clause 4.1)

## Operation of Telecommunications equipment

**ITEM 7: PUBLIC RISK INSURANCE** (Clause 7.1(a))

Five million dollars (\$5,000,000.00)

DATE: 1991

KAREELA, LSE

5 x *Abm*      2 *egg*  
 A. Anterior (T.P.)

- 8 -

B

EXECUTED BY THE PARTIES to evidence their agreement

Lessor:

THE COMMON SEAL OF THE  
PROPRIETORS OF STRATA PLAN  
38551 was affixed in the  
presence of William Duggan  
being the persons authorised  
under the Strata Titles Act to  
attest the affixing of the seal.



Lessee:

SIGNED FOR AND ON BEHALF OF THE  
AUSTRALIAN TELECOMMUNICATIONS CORPORATION

By its Attorney B. MULLINS

being the person for the time being holding

or fulfilling the duties of office of

MANAGER, TELECOM PROPERTY SERVICES, NEW

SOUTH WALES REGION of the said Australian

Telecommunications Corporation and the said

Attorney states that at the date of execution

of this present instrument he has received

no notice of revocation of Power of Attorney

Registered No. 874 Book 3267 and produced at

the Land Titles Office, Sydney by virtue of

which he had executed the within document in

the presence of:

A handwritten signature of the Australian Telecommunications Corporation's attorney, B. Mullins.

Australian Telecommunications  
Corporation (- Attorney)

A handwritten signature of the Justice of the Peace, AL Antonious.

AL ANTONIOUS. (J.P.)

Justice of the Peace in and for the  
State of New South Wales

A handwritten signature of the Justice of the Peace, AL Antonious.

KAREELA.LSE

Form: 1SCH  
Release: 1.0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AN238831Y**

**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/SP38551

**(B) LODGED BY**

Document  
Collection  
Box

**1095D**

Name, Address or DX, Telephone, and Customer Account Number if any  
Hind & Associates 02) 9232 8300  
DX 1313 SYDNEY

Reference: 38551

CODE

**CH**

**(C)** The Owners-Strata Plan No. 38551 certify that pursuant to a resolution passed on 30/10/2017 and

**(D)** in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015  
the by-laws are changed as follows—

**(E)** Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 3

Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO ATTACHED ANNEXURE

**(F)** A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"

**(G)** The seal of The Owners-Strata Plan No. 38551 was affixed on 29/3/2018 in the presence of  
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

*m. Cregan*

Name: Marie Cregan

Authority: Strata Manager

Signature:

Name:

Authority:



"A"

**STRATA PLAN 38551**  
**STRATA SCHEMES MANAGEMENT ACT**



**1 Noise**

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

**2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

**3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

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

**5 Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

**6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**7 Children playing on common property in building**

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

*M. Lorgan*



## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

## **11 Cleaning windows and doors**

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

## **12 Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **13 Moving furniture and other objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

## **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **15 Garbage disposal**

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

#### **16 Keeping of animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

#### **18 Notice-board**

An owners corporation must cause a notice-board to be affixed to some part of the common property.

#### **19 Change in use of lot to be notified**

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

#### **30 Parking motor vehicles**

- (a) No motor or other vehicle shall park or stand upon common property except with the consent of the Body Corporate or the Building Superintendent.
- (b) The Body Corporate shall have the following powers in respect of any motor or other vehicle parked or otherwise standing upon the common property in breach of Clause (a) of this by-law:
  - (i) The power and authority to remove that motor or other vehicle from the parcel.
  - (ii) The power and authority to affix to the said motor or other vehicle locking clamps or other devices.
  - (iii) Incidental to the removal of the said vehicle the power and authority to arrange for the towing and/or storage of that vehicle.
  - (iv) The power to recover from the owner of the said vehicle the costs of and incidental to the Body Corporate carrying out any powers or authorities conferred hereunder as a debt due by the person to the Body Corporate.
- (c) The powers and authorities contained in Clause (b) may be exercised by the Body Corporate at the request of any person legally entitled to occupy a car space if that car space is occupied by a motor or other vehicle without the consent of that person, PROVIDED THAT the Body Corporate

shall be entitled to recover any costs whatsoever arising out of the removal or otherwise of that unauthorised vehicle from the person making the request.

**Special By-Law 1: Addition of alteration to or replacement of any part of the Common Property**

(a) This By-Law shall apply to any addition of alteration to or replacement of any part of the Common Property of the Strata Scheme which is done or caused to be done by or on behalf of any Owner or by or on behalf of any other Occupier of any Lot within the Strata Scheme. Where the addition, alteration or replacement is done by or on behalf of an Occupier who is not an Owner, the addition, alteration or replacement shall be deemed to be done by or on behalf of the Owner of the Lot which the Occupier occupies.

b) This By-Law shall apply whether or not any addition, alteration or replacement is done with or without the consent of the Owners Corporation.

c) Any addition to the Common Property to which this By-Law applies shall be done in accordance with any guidelines set from time to time by the Owners Corporation.

d) In relation to any addition or replacement to the Common Property the Owner who makes the addition or replacement or on whose behalf the addition or replacement is made shall be responsible for maintaining and repairing that addition or replacements.

e) Where there has been a replacement or alteration of any part of the Common Property to which this By Law relates then in the event that there arises any duty on the Owners Corporation to replace any such altered part of the Common Property, the Owners Corporation shall only be obliged to replace the altered part of the Common Property with something which is, so far as reasonably practicable, in conformity with the Common Property as it was before replacement or alteration by the Owner.

**Special By-Law 2: Shade Structures**

That all Townhouses be permitted to install permanent shade structures consisting of a pergola built strictly in accordance with design drawings and specifications provided by the Executive Committee, pending written approval from the Executive Committee.

Presently a rule is in place that restricts owners of properties that back on the driveway from installing permanent shade structures. This rule is an expanded adaptation of By-law 17 - Appearance of lot

**Special By-Law 3: Major Renovation - Renovation of Kitchen/Living Area – Lot 27**

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

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

**2. Definitions & Interpretation**

---

2.1 In this by-law:

“Building” means the building to which the Works are attached.



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

"Development Act" means the Strata Schemes Development Act 2015.

"Lot" means lot 27 within the Strata Scheme.

"Management Act" means the Strata Schemes Management Act 2015.

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

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

"Strata Committee" means the strata committee of the Owners Corporation.

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

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

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

"Works" means a complete renovation of Lot 27's kitchen/living room area by replacing the entire kitchen including relocating the waste and water pipes and electrical services, wiring, power points for the kitchen installation as shown on the attached engineer's diagram, plumber and electrician's proposals and sketch of proposed kitchen.

## 2.2 In this by-law:

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

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

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

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

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

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

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

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

### 3.0 Authorisation and Right of Exclusive Use

---

#### 3.1 Authorisation

3.1.1 The Owner is specifically authorised to and has a special privilege to conduct the Works.

#### 3.2 The Grant of Exclusive Use

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

#### 3.3 Rights of the Owners Corporation

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

#### 3.4 Responsibility for Maintenance and Upkeep

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

3.4.2 The Owner is responsible for the payment of all costs associated with the registration of this By Law

*VM. Pregon*



## Approved Form 10

### Certificate re Initial Period

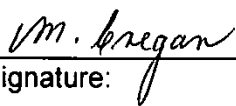

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 38551 was affixed on 29/03/2018

in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

	Marie Cregan	Strata Manager
Signature: _____	Name: _____	Authority: _____
		
Signature: _____	Name: _____	Authority: _____

^ Insert appropriate date

\* Strike through if inapplicable.

---

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

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

Form: 15CH  
Release: 1-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015  
Real Property Act 1900



**AQ143445H**

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/SP38551

(B) LODGED BY

Document Collection Box  <b>1095D</b>	Name, Address or DX, Telephone, and Customer Account Number if any Hind & Associates GPO Box 4519 SYDNEY 2001  Reference: 38551	CODE  <b>CH</b>
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(C) The Owners-Strata Plan No. 38551 certify that pursuant to a resolution passed on 21/4/2020 and

(D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015  
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAWS 7, 8, 9, 10, 11, 12

Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO ATTACHED ANNEXURE

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 38551 was affixed on 21/5/2020 in the presence of  
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: Marie Cregan

Name: Marie Cregan

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



## Annexure "A"

### STRATA PLAN 38551 STRATA SCHEMES MANAGEMENT ACT



#### 1 Noise

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

#### 2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

#### 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

#### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

#### 6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

#### 7 Children playing on common property in building

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

#### 8 Behaviour of invitees

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

*M. Morgan*



### **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

### **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

### **11 Cleaning windows and doors**

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

### **12 Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **13 Moving furniture and other objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

### **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15 Garbage disposal**

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),

(e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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

### **16 Keeping of animals**

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### **17 Appearance of lot**

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

### **18 Notice-board**

An owners corporation must cause a notice-board to be affixed to some part of the common property.

### **19 Change in use of lot to be notified**

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

### **30 Parking motor vehicles**

(a) No motor or other vehicle shall park or stand upon common property except with the consent of the Body Corporate or the Building Superintendent.

(b) The Body Corporate shall have the following powers in respect of any motor or other vehicle parked or otherwise standing upon the common property in breach of Clause (a) of this by-law:

(i) The power and authority to remove that motor or other vehicle from the parcel.

(ii) The power and authority to affix to the said motor or other vehicle locking clamps or other devices. (iii) Incidental to the removal of the said vehicle the power and authority to arrange for the towing and/or storage of that vehicle.

(iv) The power to recover from the owner of the said vehicle the costs of and incidental to the Body Corporate carrying out any powers or authorities conferred hereunder as a debt due by the person to the Body Corporate.

(c) The powers and authorities contained in Clause (b) may be exercised by the Body Corporate at the request of any person legally entitled to occupy a car space if that car space is occupied by a motor or other vehicle without the consent of that person, PROVIDED THAT the Body Corporate shall be entitled to recover any costs whatsoever arising out of the removal or otherwise of that unauthorised vehicle from the person making the request.

### **Special By-Law 1: Addition of alteration to or replacement of any part of the Common Property**

(a) This By-Law shall apply to any addition of alteration to or replacement of any part of the Common Property of the Strata Scheme which is done or caused to be done by or on behalf of any Owner or by or on behalf of any other Occupier of any Lot within the Strata Scheme. Where the addition, alteration or replacement is done by or on behalf of an Occupier who is not an Owner, the addition, alteration or replacement shall be deemed to be done by or on behalf of the Owner of the Lot which the Occupier occupies.

b) This By-Law shall apply whether or not any addition, alteration or replacement is done with or without the consent of the Owners Corporation.

c) Any addition to the Common Property to which this By-Law applies shall be done in accordance with any guidelines set from time to time by the Owners Corporation.

d) In relation to any addition or replacement to the Common Property the Owner who makes the addition or replacement or on whose behalf the addition or replacement is made shall be responsible for maintaining and repairing that addition or replacements.

e) Where there has been a replacement or alteration of any part of the Common Property to which this By Law relates then in the event that there arises any duty on the Owners Corporation to replace any such

altered part of the Common Property, the Owners Corporation shall only be obliged to replace the altered part of the Common Property with something which is, so far as reasonably practicable, in conformity with the Common Property as it was before replacement or alteration by the Owner.

### **Special By-Law 2: Shade Structures**

That all Townhouses be permitted to install permanent shade structures consisting of a pergola built strictly in accordance with design drawings and specifications provided by the Executive Committee, pending written approval from the Executive Committee.

Presently a rule is in place that restricts owners of properties that back on the driveway from installing permanent shade structures. This rule is an expanded adaptation of By-law 17 - Appearance of lot

### **Special By-Law 3: Major Renovation - Renovation of Kitchen/Living Area – Lot 27**

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

## **2. Definitions & Interpretation**

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### **2.1 In this by-law:**

“Building” means the building to which the Works are attached.

“Common Property” means the common property for the Strata Scheme.

“Development Act” means the Strata Schemes Development Act 2015.

“Lot” means lot 27 within the Strata Scheme.

“Management Act” means the Strata Schemes Management Act 2015.

“Owner” means the owner of the Lot for the time being and that owner’s successors in title.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Committee” means the strata committee of the Owners Corporation.

“Strata Plan” means the strata plan for the Strata Scheme.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

“Strata Legislation” means the Development Act and the Management Act.

“Works” means a complete renovation of Lot 27’s kitchen/living room area by replacing the entire kitchen including relocating the waste and water pipes and electrical services, wiring, power points for the kitchen installation as shown on the attached engineer’s diagram, plumber and electrician’s proposals and sketch of proposed kitchen.

### **2.2 In this by-law:**

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



- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### 3.0 Authorisation and Right of Exclusive Use

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#### 3.1 Authorisation

- 3.1.1 The Owner is specifically authorised to and has a special privilege to conduct the Works.

#### 3.2 The Grant of Exclusive Use

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

#### 3.3 Rights of the Owners Corporation

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

#### 3.4 Responsibility for Maintenance and Upkeep

- 3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.
- 3.4.2 The Owner is responsible for the payment of all costs associated with the registration of this By Law

#### **Special By-Law 4: Minor Renovations**

- a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
- b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

## **Special By-Law 5: Bathroom Renovations**

### **1. Introduction**

This by-law gives you the right to renovate your bathroom on certain conditions.

### **2. Definitions**

In this by-law:

"bathroom renovations" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom, but does not include work involving structural alterations,

"lot" means any lot in the strata scheme,

"you" means an owner for the time being of a lot (being the current owner and all successors).

### **3. Bathroom Renovations**

You may carry out bathroom renovations to the bathroom in your lot on the conditions of this by-law.

### **4. The Conditions**

#### **4.1. Before the Bathroom Renovations**

##### **(a) Prior Notice**

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

##### **(b) Planning Approvals**

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the consent or certificate.

##### **(c) Insurance Certificates**

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the Home Building Act 1989.

#### **4.2. During the Bathroom Renovations**

##### **(a) Quality of the Bathroom Renovations**

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

##### **(b) Licensed Contractors**

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the Home Building Act 1989.

(c) Building Code of Australia

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Bathroom Renovations

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday and 9.00am - 1.00pm on Saturdays (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate 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 common property.

(g) Location of the Bathroom Renovations

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Bathroom Renovations

You must pay all costs associated with the bathroom renovations.

4.3. After the Bathroom Renovations

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. Enduring Obligations

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your Bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

**{g) Compliance with all Laws**

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

**5. Breach of this By-Law**

(a) If you breach 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 that breach,

(ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and

(iii) recover as a debt due from you the costs of the rectification and 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 a breach of this by-law

**Special By-Law 6: Window Safety Devices**

**1. Introduction**

This by-law grants you exclusive use and enjoyment of window safety devices and window locks and latches in connection with your lot and imposes on you the obligation to maintain, repair and replace those window safety devices and window locks and latches.

**2. Definitions**

In this by-law:

"Act" means the Strata Schemes Management Act 2015 including any amendment of it and any Act replacing it;

"lot" means any lot in the strata scheme;

"Regulation" means the Strata Schemes Management Regulation 2016 including any amendment of it and any Regulation replacing it;

"window locks and latches" means any locks, locking devices and latches for the windows on the boundary of a lot;

"window safety devices" means complying window safety devices within the meaning of clause 30 of the Regulation for the windows on the boundary of a lot;

"you" means the owner for the time being of a lot (being the current owner and all successors).

**3. Exclusive Use of Window Safety Devices**

You are granted the exclusive use and enjoyment of all window safety devices and window locks and latches in connection with your lot.

**4. Conditions for Window Safety Devices**

- (1) You must, at your own cost, properly maintain and keep in a state of good and serviceable repair all window safety devices and window locks and latches in connection with your lot.
- (2) You must, at your own cost, where necessary, renew or replace the whole or any part of all window safety devices and window locks and latches in connection with your lot.

**5. Application to All Window Safety Devices**

To avoid doubt, this by-law applies to all window safety devices and window locks and latches including:

- (a) window safety devices and window locks and latches installed by the owners corporation or by you; and
- (b) window safety devices and window locks and latches on a lot or the common property.

## 6. Commencement Date

The rights and obligations conferred on you under this by-law in relation to any window safety device or window locks and latches commence on completion of the installation of that window safety device or those window locks and latches.

## 7. Breach of this By-Law

If you breach this by-law and you fail to remedy that breach within fourteen (14) days of being given a notice by the owners corporation requesting that you remedy that breach, then the owners corporation may:

- (a) remedy that breach including, if necessary, by repairing or replacing any window safety devices or window locks and latches in connection with your lot; and
- (b) recover as a debt from you the costs it incurs remedying that breach including, where relevant, the costs of repairing or replacing any window safety device or window locks and latches in connection with your lot and the expenses it incurs in recovering those costs; and
- (c) record on any such costs and expenses on your account kept with the owners corporation or on levy notices or certificates issued under section 184 of the Act for your lot.

### Special By-Law 7: Charge Back - Breaches of By-Laws

(a) An owner or occupier of a lot must not breach any of the by-laws applicable to the strata scheme.

(b) If an owner or occupier of a lot breaches a by-law, the owners corporation may, to the extent permitted by law:

(i) rectify the breach; and

(ii) recover as a debt from the owner or occupier concerned on a full indemnity basis any costs or expenses it incurs:

(A) as a result of or arising out of the breach;

(B) rectifying the breach;

(C) repairing any damage to the common property caused or contributed to by the breach;

(D) taking any action available to it under the by-law;

("breach costs")

(iii) recover as a debt from the owner or occupier concerned on a full indemnity basis any costs or expenses it incurs recovering the breach costs including legal costs and strata managing agent's charges.

### Special By-Law 8: Rubbish

(a) An owner or occupier of a lot must not:

(i) deposit, throw or store on the common property, including the garbage bin room, any rubbish, dirt, dust, debris or other material or discarded item ("rubbish"); or

(ii) leave or store on the common property any garbage bin, receptacle or dumpster ("bin");

except for as long as is reasonably necessary to enable the collection and removal of any such rubbish or bin, unless the owner or occupier obtains the written approval of the owners corporation.

(b) In the event that an owner or occupier of a lot breaches this by-law, the owners corporation may remove the rubbish or bin from the common property.

### Special By-Law 9: Solar Panels - (All Lots)

(a) Each lot owner in Strata Scheme Number 38551 shall be entitled but are not obliged to install *solar panels* on the *roof of that lot* provided that the installation of the *solar panels* shall be the sole responsibility of the lot owner, who shall be liable for payment of all costs of and any damages consequent upon the installation.

(b) Each lot owner shall ensure that the installation is carried out in a proper and workmanlike manner using first quality materials and in accordance with all statutes, regulations, rules and by laws as apply from time to time.

- (c) Each lot owner shall be entitled to exclusive use and enjoyment of the *solar hot panels* servicing the *lot* once constructed either wholly or in part.
- (d) Each lot owner shall ensure that minimum disturbance is caused to the common property and the owners and occupiers of the strata scheme during the performance of the works.
- (e) Each lot owner shall ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
- (f) Each lot owner shall comply with all statutes, by laws, regulations, rules and other laws pertaining for the time being in force and which are applicable to the works.
- (g) Each lot owner shall be responsible for the payment of all costs associated with the performance of the works.
- (h) Despite Section 106 of the *Act*, owners shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the *solar panels*, *including replacement if necessary*.
- (i) Immediately upon completion of the works, the *owner* shall be responsible for the restoration of all other parts of the common property affected by the construction of the works as nearly as possible to the state which they were in immediately prior to commencement of the works. and furthermore, the owner will, 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.
- (j) Each lot owners are responsible to remove and replace panels at their expense should any roof repairs or other access to the roof be required.
- (k) Each lot owners are responsible for obtaining appropriate certification that the solar panels can be accommodated within any required structural load limitations of the roof.
- (l) Proposed design, including appearance to be submitted to committee for approval
- (m) Owners will immediately and keep indemnified the *Owners Corporation* against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred or brought or made against the *Owners Corporation* arising directly or indirectly out of the works or the altered state or use of the common property.

#### Special By-Law 10: Illegally Parked Vehicles

##### 1. Introduction

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This by-law allows us to move or remove illegally parked vehicles and sets out rules concerning the moving and removal of illegally parked vehicles.

##### 2. Definitions

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In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "common property" means the common property in the strata scheme
- 2.2 "demand" means a written demand from us to you;
- 2.3 "expenses" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including vehicle removal costs;
- 2.4 "illegally parked vehicle" means a vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;
- 2.5 "interest" means interest payable on expenses in accordance with this by-law;

- 2.6 "invitee" includes a guest or contractor;
- 2.7 "lot" means a lot in the strata scheme;
- 2.8 "motor vehicle" has the same meaning as in the *Impounding Act 1993*;
- 2.9 "move" in relation to an illegally parked vehicle means to cause the vehicle to be moved to another place on common property or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property including by towing the vehicle;
- 2.10 "occupier" means a person in occupation of a lot and includes a tenant;
- 2.11 "office bearer" means the secretary, treasurer or chairperson of the owners corporation;
- 2.12 "owner" means an owner of a lot;
- 2.13 "recovery costs" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.14 "removal notice" means a notice that complies with clause 34(3) of the Strata Regulation;
- 2.15 "remove" in relation to an illegally parked vehicle means to cause the vehicle to be moved to the nearest place to which it may be lawfully moved including by towing the vehicle;
- 2.16 "Strata Act" means the *Strata Schemes Management Act 2015*;
- 2.17 "Strata Regulation" means the *Strata Schemes Management Regulation 2016*;
- 2.18 "strata scheme" means the strata scheme to which this by-law applies;
- 2.19 "us" or "we" means the owners corporation and includes any agent;
- 2.20 "vehicle" means motor vehicle;
- 2.21 "vehicle removal costs" means any cost or expense we incur in connection with or arising out of the moving or removal by us of an illegally parked vehicle including towing costs; and
- 2.22 "you" means an owner or occupier.

### **3. Interpretation**

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In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;



- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### **4. Prohibiting Parking on Common Property**

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- 4.1 You must not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless permitted to under another by-law.
- 4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless the occupier is permitted to under another by-law.
- 4.3 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles on common property (including an illegally parked vehicle) except in any area designated for that purpose by us or in accordance with another by-law.

#### **5. Moving Illegally Parked Vehicles**

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We may move or remove (including by towing) an illegally parked vehicle if we place a removal notice on or near the vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.

#### **6. Payment of Expenses**

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If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

#### **7. Interest on Expenses**

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If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

#### **8. Payment of Recovery Costs**

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You are liable to pay or reimburse us for any recovery costs on demand.

#### **9. Recovery of Expenses, Interest, Etc**

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We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

#### **10. Mode of Recovery of Expenses, Interest, Etc**

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If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

#### **11. Appropriation of Payments**

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We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

#### **12. Sale of Lot**

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If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

#### **13. Power of Strata Committee**

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The strata committee may exercise the functions of the owners corporation under this by-law.

#### **Special By-Law 11: Notice Board - Interfering with Contractors and others**

1 In this by-law:

(a) **"Contractor"** means:

- a strata managing agent,
- the strata committee or a member of it,
- any person or entity employed or engaged by the Owners Corporation to undertake Functions,

and includes their employees;

(b) **"Function"** means a function done or to be done for or on behalf of the Owners Corporation;

(c) **"Malice"** includes recklessness.

46.2 An owner or occupier of a lot must not do, and must not encourage or persuade anyone else to do, any of the following:

- (a) an act likely or intended to prevent or to interfere with the undertaking by a Contractor of its Functions, unless done reasonably and without malice;
- (b) the making, publication or communication of any statement, relating in any way to the performance by a Contractor of its Functions, likely or intended to offend, insult, humiliate or disparage the Contractor, unless made reasonably, without malice and with proper regard to the truth of the statement;
- (c) the making, publication or communication of a false statement relating in any way to the performance by a Contractor of its Functions, unless made reasonably and without malice.
- (d) The Notice Board is to be used only for Official Communications from the Strata Committee, other contractors mentioned in 1(a) and for acceptable Community Announcements, for example: items for sale, lost and found etc.

### Special By-Law 12: Skylights

- (a) Each lot owner in Strata Scheme shall be entitled to install a skylight on the roof of that lot provided that the installation of the skylight device shall be the sole responsibility of the owner, who shall be liable for payment of all costs of and any damages consequent upon the installation.
- (b) Each lot owner shall ensure the installation is carried out in a proper and workmanlike manner using first quality materials and in accordance with all statutes, regulations, rules and by laws as apply from time to time.
- (c) Each lot owner shall be entitled to exclusive use and enjoyment of the skylight servicing the lot once constructed either wholly or in part.
- (d) Each lot owner shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the skylight and replacement if necessary.
- (e) Proposed design, including appearance to be submitted to committee for approval
- (f) Owners will immediately and keep indemnified the *Owners Corporation* against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred or brought or made against the *Owners Corporation* arising directly or indirectly out of the works or the altered state or use of the common property.

### Definitions:

"*The Owners Corporation*" means the Owners Corporation of Strata Scheme number 38551

"*Owner*" means the Owner for the time being of a Lot benefited by this by-law

"*Lot*" means a residential lot in the Strata Scheme.

"*Skylight*" means a Glass or Plastic panel in a metal frame which extends from the roof to the ceiling of a lot permitting natural light to enter a lot.

"*Roof of the Lot*" means that part of the Roof structure which is directly over a Lot, the boundary of which is deemed to be the vertical extension of the boundary walls of the upper floor of a lot and the upper surface of the Roof tiles.



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# Strata Schemes Management Regulation 2016

Current version for 5 June 2020 to date (accessed 16 June 2020 at 10:17)

## Schedule 2

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### Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

#### 1 Noise

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

**Note.** This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### 2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

**Note.** This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**Note.** This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not—

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

**Note.** This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

**Note.** This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing—
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or

- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

**Note.** This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**Note.** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **7 Children playing on common property in building**

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

**Note.** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **8 Behaviour of invitees**

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

**Note.** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**Note.** This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**Note.** This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 11 Cleaning windows and doors

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

**Note.** This by-law was previously by-law 22 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 23 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 12 Storage of inflammable liquids and other substances and materials

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

**Note.** This by-law was previously by-law 23 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 24 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

**Note.** This by-law was previously by-law 24 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 25 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 14 Floor coverings

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

**Note.** This by-law was previously by-law 25 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 26 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 15 Garbage disposal

An owner or occupier of a lot—

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Note.** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **16 Keeping of animals**

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

**Note.** This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **17 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**Note.** This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **18 Notice board**

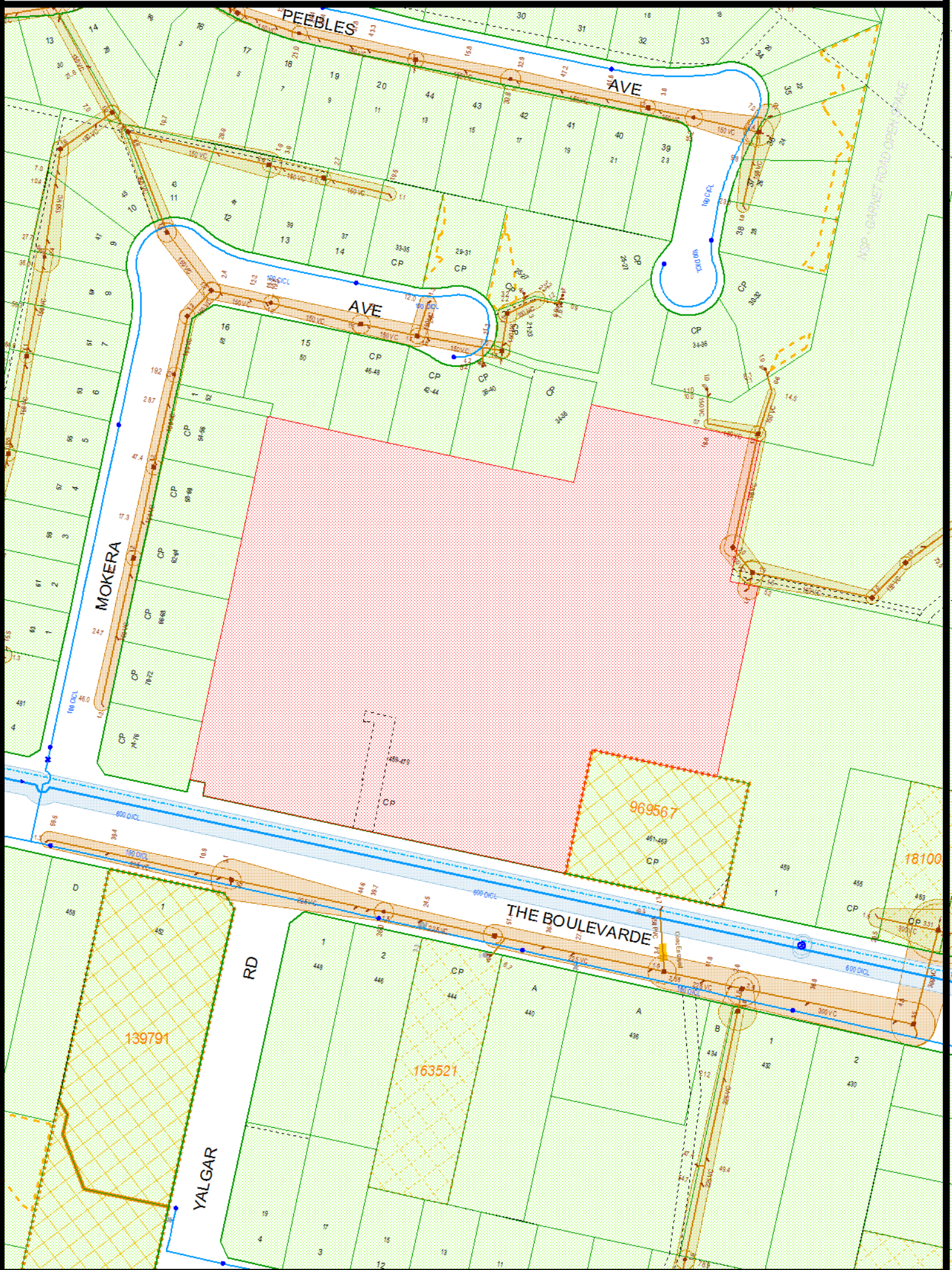
An owners corporation must cause a notice board to be affixed to some part of the common property.

**Note.** This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **19 Change in use of lot to be notified**

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



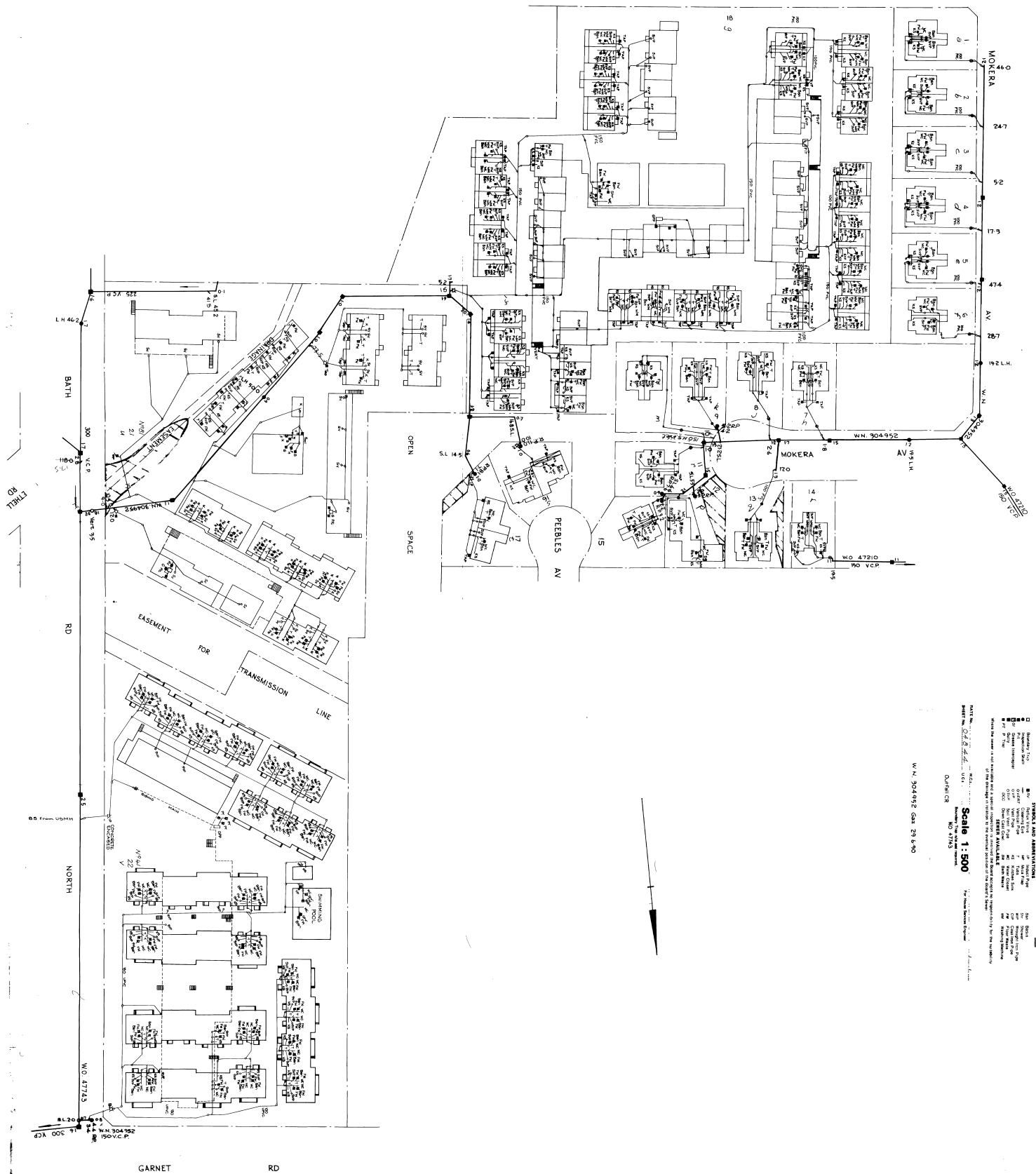


NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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



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BOULEVARDE



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## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property: Unit  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

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

**Applications, Orders etc**

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

**Owners Corporation management**

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

- Capacity**
45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.