

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	MEEKS Real Estate 347 Main Rd Cardiff, NSW 2285	<b>email:</b> sales@meeksrealestate.com.au
<b>co-agent</b>		
<b>vendor</b>	CHRISTOPHER STEPHEN CALVER as EXECUTOR OF ESTATE OF THE LATE LEONIE MARGARET CALVER	
<b>vendor's solicitor</b>	McKenzie & Co Lawyers Unit 501 17 BOLTON STREET NEWCASTLE NSW 2300	<b>phone:</b> 02 4957 7744 <b>email:</b> mm@mcolegal.com.au <b>ref:</b> 13665
<b>date for completion</b>	SEE ADDITIONAL CONDITIONS	(clause 15)
<b>land (address, plan details and title reference)</b>	Unit 22 115 MAIN RD CARDIFF HEIGHTS NSW 2285 LOT 50 STRATA PLAN SP74375 Folio Identifier 50/SP74375	
<b>improvements</b>	<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 checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

**Where there is more than one purchaser**    ☐ JOINT TENANTS  
☐ tenants in common    ☐ in unequal shares, specify:

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

**buyer's agent**

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>          <p>_____</p> <p>Vendor</p>          <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>          <p>_____</p> <p>Purchaser</p>          <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Office held</p>          <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Office held</p>          <p>_____</p> <p>Office held</p>

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☒ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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 checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b>	
<input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	
<b>Swimming Pools Act 1992</b>	
<input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and 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>
---	--

 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
  - 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 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 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 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
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 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.
    - 30.8 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.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *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 –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 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).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 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.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

UNIT 22, 115 MAIN RD CARDIFF HEIGHTS NSW 2155

**ADDITIONAL CONDITIONS FOR CONTRACT OF SALE OF LAND**  
**PROPERTY: 22/115 Main Road CARDIFF NSW 2285**

**33 INCONSISTENCY**

The terms and conditions of these additional conditions shall prevail to the extent of any inconsistency with the terms and conditions of the printed form Contract for the sale and purchase of land numbered 1 to 32.

**34 DEATH, MENTALLY ILL, COMPANY WOUND UP OR IN LIQUIDATION**

Should the Vendor or Purchaser (or either of them if more than one) die or become incapable of managing his or her affairs within the meaning of the Mental Health Act 1958 as amended (or any statute which may replace it) or being a company is wound up or goes into liquidation then either party may rescind this Contract whereupon Clause 19 will apply provided that the Purchaser is not otherwise in default under this Contract

**35 GENERAL WARRANTIES**

35.1 The provisions set out in this contract contain the entire agreement between the parties as at the date of this Contract notwithstanding and negotiations or discussions held, or any documents signed or brochures produced prior to the date of this contract.

35.2 The purchaser agrees that in entering this Contract the purchaser is relying upon his own enquiries relating to and inspection of the property.

35.3 The purchaser agrees that in entering this Contract the purchaser has not relied upon any conduct, warranty or representation made by or on behalf of the vendor except those that are expressly provided in this Contract.

35.4 Without limiting the generality of Clause 35.3, the Purchaser agrees that neither the vendor nor any person on behalf of the Vendor, has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.

35.5 The Purchaser, whether or not having inspected the subject property, accepts the property in its present condition and state of repair with all latent and patent defects and subject to fair wear and tear as detailed in clause 10.1.4 and will make no requisition, objection or claim for compensation in respect of any of these matters, including anything pertaining to the state of repair or condition of the improvements, fixtures or fittings.

35.6 The purchaser shall not apply for a Building Information Certificate without the vendors written consent which may be withheld at the vendors absolute discretion.

**36 REAL ESTATE AGENT**

The purchaser warrants the purchaser was not introduced to the vendor or the property by or through the medium of a Real Estate Agent or Agency other than the Vendors agent described in this Contract. In the event of breach of this warranty the Purchaser shall indemnify the vendor for and against any claim for commission by any person other than the Vendors agent.

**37 MORTGAGE AND ENCUMBRANCES**

The Purchaser shall not require the Vendor to withdraw any Caveat or discharge any Mortgage affecting the property prior to completion. The Purchaser shall accept from the vendor a proper form of Withdrawal of Caveat or Discharge of Mortgage as the case may be in registrable form upon completion. The Vendor shall allow the Purchaser registration fees payable on any Withdrawal of Caveat or Discharge of Mortgage. The Purchaser shall not raise any requisition prior to completion or claim compensation in respect of any unforeseeable delay (such as death of a Mortgagee or Caveator) in obtaining the execution of any Discharge of Mortgage or Withdrawal of Caveat.

**ADDITIONAL CONDITIONS FOR CONTRACT OF SALE OF LAND**  
**PROPERTY: 22/115 Main Road CARDIFF NSW 2285**

**38 EXECUTOR**

The vendor discloses he enters the contract in his capacity of Executor of the estate of the late LEONIE MARGARET CALVER. The Vendor discloses that his knowledge of the property its use and occupation, the Owners Corporation and Strata generally are not known to him and any information provided is done so on the basis of his reasonable knowledge and belief. The purchaser shall not be entitled to make any claim against the executor in relation to or arising from this contract or the sale which exceeds the value of the actual amount the executor can receive from the estate pursuant to an entitlement to be indemnified from the assets of the estate. This is an essential term of the contract

**39 REQUISITIONS**

The Requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions which are attached to this contract, and no other. The vendor does not warrant the standard answers in the attached Requisitions are correct at the date of contract or afterwards. The vendor shall provide answers after service if the requisitions by the purchaser within the period prescribed by clause 5.

**40 SUBJECT TO PROBATE AND NOTICE OF DEATH**

40.1 This contract is subject to the Vendor registering a Notice of Death for Vernon Calver prior to completion and obtaining a Grant of Probate for the Will of LEONIE MARGARET CALVER within six calendar months of the date hereof. Completion shall be 14 days after the latter of:

- (a) The vendor advising the purchaser of the Grant of Probate; and
- (b) Registration of the Vendor as Proprietor.

40.2 The Vendor warrants he will expeditiously pursue the grant of Probate and registration of the Notice of Death and Transmission to him

40.3 In the event Probate is not granted to the vendor or the Notice of Death or Transmission to him of title is not registration within 6 calendar months of the date hereof either party may rescind this contract and provisions of clause 19 shall apply and the parties shall have no further claim thereafter against the other.

**41 NOTICE TO COMPLETE**

41.1 The parties acknowledge that if a party serves a notice to complete pursuant to Provision 15 or any other relevant Provision then fourteen (14) days shall be reasonable and sufficient notice.

41.2 If the Purchaser does not complete this Contract by the Completion Date and, at that date the Vendor is ready, willing and able to complete, and if the Vendor issues a Notice to Complete, the sum of \$330.00 (inclusive of GST) incurred by the Vendor's solicitors in the drafting and service of such Notice is to be paid by the Purchaser to the Vendor on completion, and the requirement for such payment is an essential term of this Contract.

ADDITIONAL CONDITIONS FOR CONTRACT OF SALE OF LAND  
PROPERTY: 22/115 Main Road CARDIFF NSW 2285

**42 COMPLETION NOT ON COMPLETION DATE**

If, through no fault of the Vendor, the Purchaser does not complete this contract in accordance with Provision 15.1 then and without prejudice to all or any other remedies of the Vendor including but not limited to the service of a notice to complete, the Purchaser shall pay to the Vendor in addition to all other monies payable to the Vendor on completion or termination of this contract for any reason (other than by a proper rescission by the Purchaser) an amount "X" calculated in accordance with the following formula:

$$X = \frac{D \times B}{365} \times 6\%$$

where:

"D" is the number of days from the Completion Date to the actual date of completion or termination including the Completion Date;

"B" is the Balance or Price (whichever is the lower provided the deposit has been paid)

The parties agree that the payment of such amount is an essential term of this contract.

**43 ELECTRONIC SIGNING**

43.1 The parties acknowledge and agree that the execution of this Contract by the Vendor and Purchaser, or any one of them, may be effected by the use of electronic ( which means docusign or adobe E Sign) or emailed signatures (hereinafter call "the matter of execution of the Contract") and such electronic or emailed copy of the Contract shall constitute a valid and binding execution of this Contract by such party or parties.

43.2 The parties agree that they will not make any requisitions, objection or claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the execution of the Contract.

43.3 If this contract is not signed electronically by a party but signed by hand and emailed then the party who signed by hand agrees to provide to the other party, the copy of the contract bearing the original signature within twenty-one (21) days after the date of this Contract and the parties further agree that Page 1 of the Contract bearing the original signature of each party must be dated the same date as this Contract. A breach by any party failing to provide the original shall not invalidate a signature or the binding nature of the contract. This clause shall not merge on completion.

**44 SWIMMING POOL**

If the property has a swimming pool and despite whether a Certificate of Compliance or Non Compliance is attached to this contract:-

44.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the *Swimming Pools Act, 1992* and the regulations prescribed under the Act.

44.2 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations and any requirement relating to the swimming pool including the erection of a warning notice to ensure the same complies with the Act and any Regulations made pursuant to the same.

44.3 The Purchaser shall not make any requisitions or claims for compensation in relation to the swimming pool fencing or other statutory requirements on the condition or fitness for use of any pool equipment or machinery.



ADDITIONAL CONDITIONS FOR CONTRACT OF SALE OF LAND  
PROPERTY: 22/115 Main Road CARDIFF NSW 2285

**45 AMENDMENT OF PRINTED FORM**

Clauses of this contract are amended as follows:

- 45.1 Sub clause 5.2.1 delete "21" and insert "7"
- 45.2 Sub clause 5.2.2 delete "21" and insert "7"
- 45.3 Sub-clause 7.1.1 by deleting the reference to 5% and replacing with 0.1%.
- 45.4 Sub clause 8.1.1 delete the words "on reasonable grounds"
- 45.5 Sub clause 8.1.1 insert ", or claim for compensation" after the word "requisition" .
- 45.6 Sub clause 8.1.2 insert ", or claim for compensation" after the word "requisition".
- 45.7 Sub clause 8.1.3 insert ", or claim for compensation" after the word "requisition".
- 45.8 Sub clause 8.2.2 insert the word "not otherwise" after the word "can".
- 45.9 Sub clause 10.1.9 substitute the word "existence" for the word "substance".
- 45.10 Sub clause 5.1 delete the sub clause.
- 45.11 Insert the following clause 19.3 "Despite clause 19.2.3 the purchasers only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulation is the remedy prescribed by that regulation"

**46 GUARANTEE**

- 46.1 If the purchaser is a company then the guarantors agree that in consideration of the vendor entering into this contract with a Company Purchaser at the request of the guarantors, the guarantors jointly and severally:
  - 46.1.1 guarantee to the vendor:
    - 46.1.1.1 payment of all moneys payable by purchaser the to the vendor (if any), and
    - 46.1.1.2 the performance by the purchaser of all other obligations under this contract; and
  - 46.1.2 indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- 46.2 This guarantee and indemnity is a principal obligation of the guarantors and is not collateral to any other obligation.
- 46.3 The liabilities of a guarantors are not affected by:
  - 46.3.1 the granting to the purchaser or one or other of the guarantors or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser and or one or other of the guarantors;
  - 46.3.2 the death, bankruptcy or liquidation of the purchaser, the guarantors or any one of them;
  - 46.3.3 reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, one or other of the guarantors or any other person;
  - 46.3.4 the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, either of the guarantors or any other person or any guarantee, bond, covenant, mortgage or other security; or

ADDITIONAL CONDITIONS FOR CONTRACT OF SALE OF LAND  
PROPERTY: 22/115 Main Road CARDIFF NSW 2285

- 46.3.5 the vendor obtaining a judgement against the purchaser, either or both of the guarantors or any other person for the payment of the moneys payable under this contract.
- 46.4 This guarantee and indemnity will continue notwithstanding:
- 46.4.1 the vendor has exercised any of the vendors under this contract including any right of termination;
- 46.4.2 the purchaser is wound up; or
- 46.4.3 this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 46.5 This guarantee and indemnity:
- 46.5.1 is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to both of the guarantors;
- 46.5.2 may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- 46.5.3 extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- 46.6 If any payment made to the vendor by or on behalf of the purchaser or either guarantor is subsequently avoided by any statutory provision or otherwise:
- 46.6.1 that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
- 46.6.2 the vendor and the guarantors will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 46.7 The vendor can proceed to recover the amount claimed as a debt or damages from either or both guarantors without having instituted legal proceedings against the vendor and without first exhausting the vendors remedies against the purchaser.
- 46.8 It is an essential term of this contract that the guarantors sign this contract.
- 46.9 In this guarantee, guarantors means the parties listed in the schedule below.
- 46.10 This guarantee shall not merge on completion.

SCHEDULE

.....  
Director 1 Name

.....  
Director 2 Name

.....  
Director 1 Signature

.....  
Director 2 Signature

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: CHRISTOPHER STEPHEN CALVER as Executor of the Estate of Leonie Margaret Calver  
Purchaser:  
Property: Unit 22/ 115 Main Road CARDIFF NSW 2285  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

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

### Adjustment

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.

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

**Affectations, notices and claims**

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

**Owners corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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



FOLIO: 50/SP74375

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/1/2026	2:06 PM	2	23/2/2005

LAND

----

LOT 50 IN STRATA PLAN 74375  
AT CARDIFF HEIGHTS  
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

-----

CARL VERNON CALVER  
LEONIE MARGARET CALVER  
AS JOINT TENANTS (T AB306722)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP42741  
2 SP74375 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP42741

SEARCH DATE	TIME	EDITION NO	DATE
6/1/2026	2:07 PM	10	17/7/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 42741  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARDIFF HEIGHTS  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SHEET 1 SP42741

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 42741  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- COMMUNITY TITLE MANAGEMENT PTY LIMITED  
PO BOX 676  
NEWCASTLE NSW 2300

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 671946 LAND EXCLUDES MINERALS
- 3 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM CREATED BY:  
DP826626 -RIGHT OF CARRIAGEWAY
- \* 4 SP42741 THE STRATA SCHEME RELATING TO STRATA PLAN 42741  
INCORPORATES A DEVELOPMENT STATEMENT IN TERMS OF  
SECTION 8(1) (G) STRATA TITLES ACT, 1973  
U390961 AMENDMENT TO DEVELOPMENT STATEMENT
- 5 AP994465 INITIAL PERIOD EXPIRED
- 6 AV244774 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 42741

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 290	2	- 290	3	- 322	4	- 290
5	- 289	6	- 322	7	- 11	8	- 11
9	- 11	10	- 11	11	- SP44544	12	- SP46993
13	- SP46993	14	- SP46993				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP42741

PAGE 2

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

## STRATA PLAN 42741

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

## STRATA PLAN 44544

15 - 290	16 - 290	17 - 322	18 - 290
19 - 289	20 - 322	21 - 11	22 - 11
23 - 11	24 - 11		

## STRATA PLAN 46993

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25 - SP46994	26 - SP74375	27 - SP74375	28 - SP74375				

## STRATA PLAN 46994

29 - 290	30 - 290	31 - 290	32 - 290
33 - 290	34 - 230	35 - 10	36 - 10
37 - 10	38 - 10		

## STRATA PLAN 74375

39 - 290	40 - 290	41 - 300	42 - 290
43 - 230	44 - 290	45 - 286	46 - 286
47 - 286	48 - 286	49 - 296	50 - 296
51 - 286	52 - 294	53 - 294	54 - 286

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

13665...

PRINTED ON 6/1/2026

\* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Strata Certificate

LAKE MACQUARIE CITY COUNCIL, being satisfied that the requirement of the Strata Schemes (Freehold Development) Act 1973 or ~~the Strata Schemes (Freehold Development) Act 1986~~, have been complied with, approves of the proposed strata plan of subdivision

illustrated in the annexure to this certificate.

\* The Council is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

\* The strata plan/strata plan of subdivision is part of a development scheme.

\* The Council is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

~~The Council does not object to the encroachment of the building beyond the wings or .....~~

\* The accreditation Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

\* This approval is given on the condition that the use of lot(s) .....

(being utility lot/s designed to be used primarily for the storage or accommodation of books, water heaters or other equipment for human occupation as a residence, office, shop or the like) is not to be used for the purpose of a lot or proposed lot (not being a utility lot) the subject of the strata scheme concerned as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section ~~36 of the Strata Schemes (Freehold Development) Act 1986~~.

Date 07-01-2005

Subdivision No. ....

Application No. ....

Relevant Development Consent No. 632/1992

Issued by LAKE MACQUARIE CITY COUNCIL

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

\* Complete, or delete if inapplicable.

Surveyors Certificate

I, GREGORY JOHN SMITH  
of EVANS & SMITH SURVEYORS CONSULTING SURVEYORS PTY LTD  
P.O. BOX 204 MORRISSET NSW 2284

a surveyor registered under the Surveyors Act 2002, hereby certify that:

(i) each applicable requirement of

\* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
+ Schedule 1A to the Strata Schemes (Freehold Development) Act 1986  
has been met;

~~(ii) the building encroaches on a public place~~

(b) the building encroaches on and/or interferes with a public place, in respect of which encroachment an appropriate consent

\* has been created by registered .....

\* is to be created under section 88B of the

Conveyancing Act 1995.

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

SEE SIGNATURES FORM

Signature .....

Date: 30 SEPTEMBER 2004

\* Delete if inapplicable  
I state whether building or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 5 SHEETS

~~(Insert type being adopted)~~ Model By-Laws adopted for this scheme

Keeping of annexes Option A/B/C

\* Schedule of By-laws in sheets filled with a plan

\* No by-Laws apply

\* State and address to, inapplicable.

PLAN OF SUBDIVISION OF DEVELOPMENT LOTS 26-28 SP46993

L.G.A.: LAKE MACQUARIE

Suburb/Locality: CARDIFF HEIGHTS

Parish: KAHIBAH

County: NORTHUMBERLAND

Registered:



27.01.2005

Purpose: STRATA PLAN

Ref. Map: U5450-62

U6350-41

Last Plan: SP46993

Name of, and address for service of notices on, the Owners' Corporation.  
(Address required on original strata plan only)

THE OWNERS,  
STRATA PLAN No. 74375  
115 MAIN ROAD  
CARDIFF HEIGHTS NSW 2285

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88E, CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

IT IS INTENDED TO CREATE:

1. RESTRICTION AS TO USER

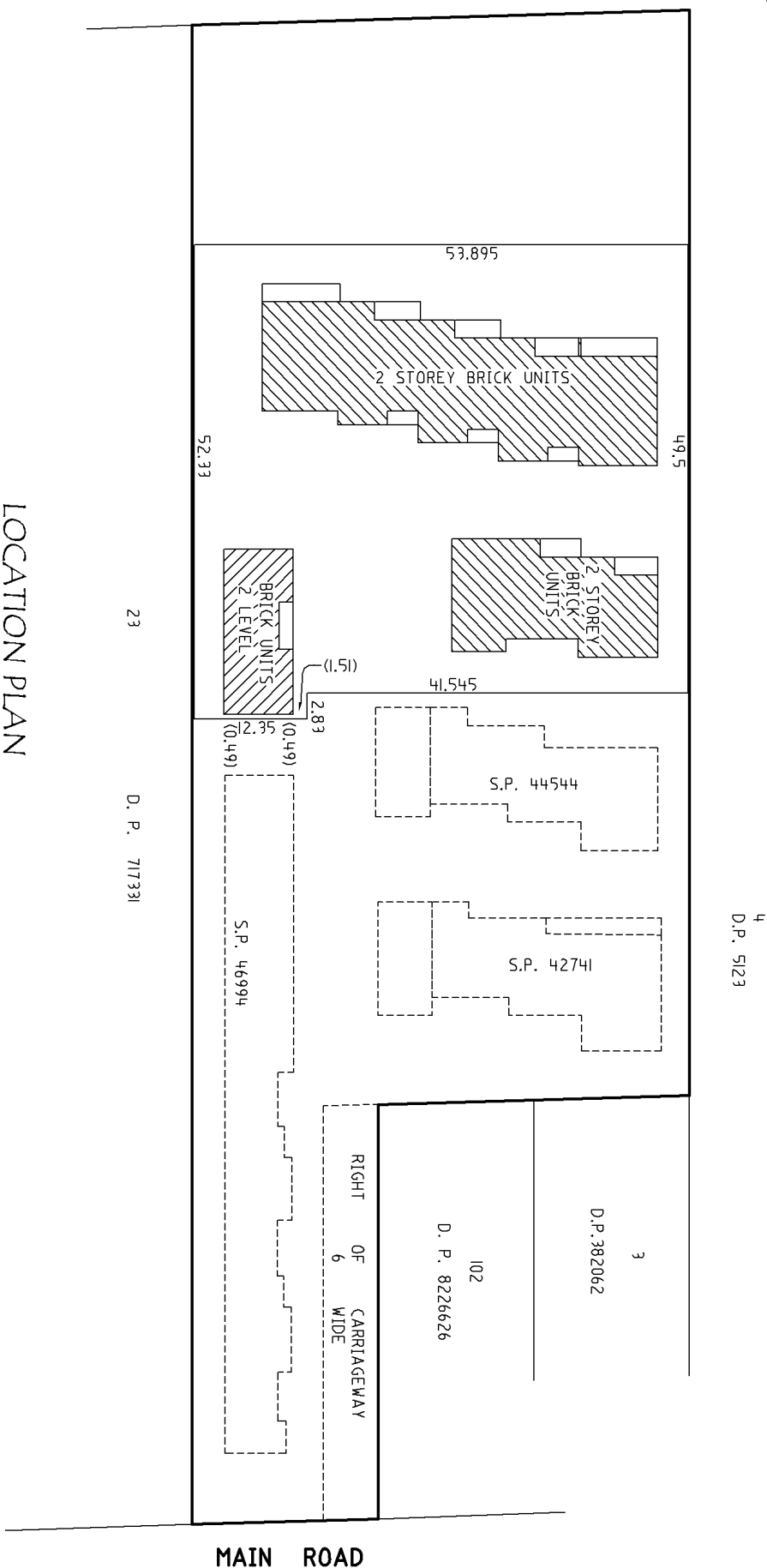
SEE SIGNATURES FORM

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
39	290
40	290
41	300
42	290
43	230
44	290
45	286
46	286
47	286
48	286
49	296
50	296
51	286
52	294
53	294
54	286
TOTAL	4586



SP74375



LOCATION PLAN

SEE SIGNATURES FORM

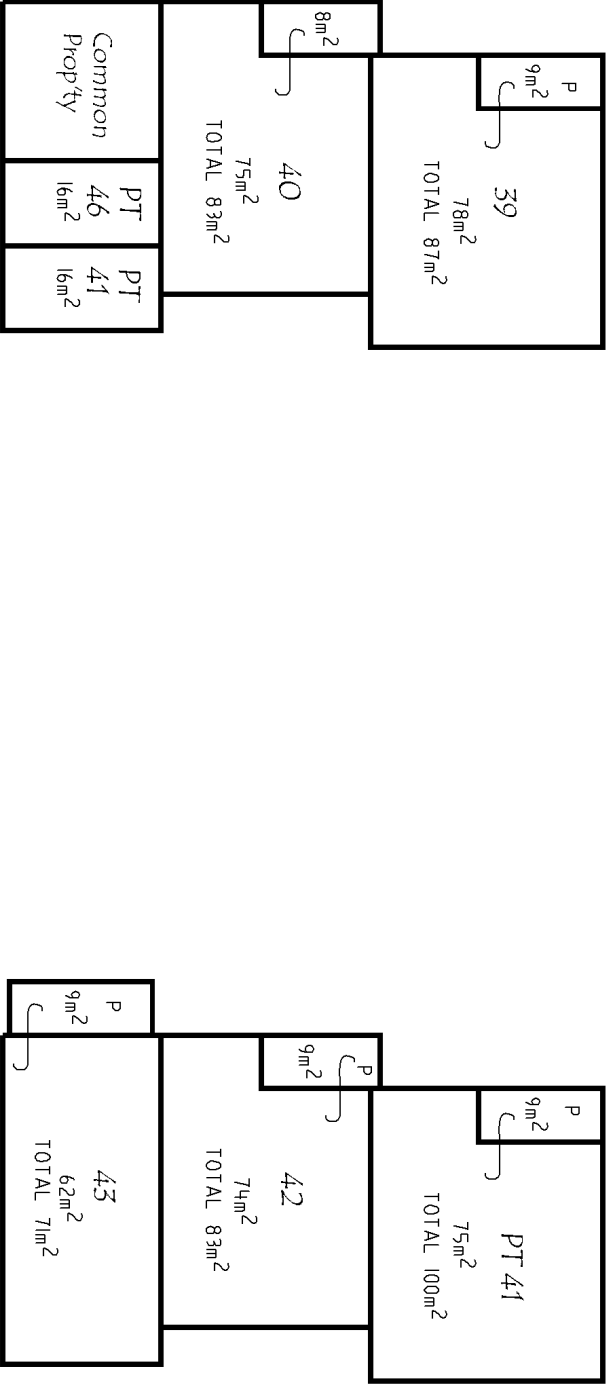
Registered Surveyor

SURVEYOR'S REFERENCE: U/12925

SEE SIGNATURES FORM

Authorised person/General Manager/Accredited Certifier

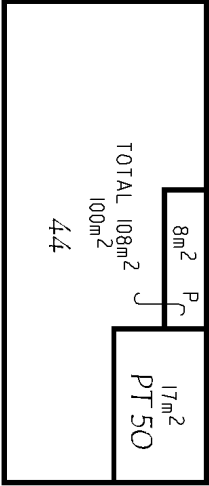
SP74375



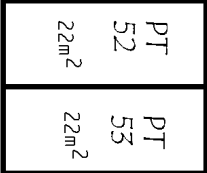
FIRST FLOOR

- NOTES:
1. AREAS ARE APPROXIMATE
  2. PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSURFACE OF THEIR RESPECTIVE ROOF
  3. P DENOTES PATIO

GROUND FLOOR



GROUND FLOOR



BASEMENT

Reduction Ratio 1: 200

Lengths are in metres

SEE SIGNATURES FORM

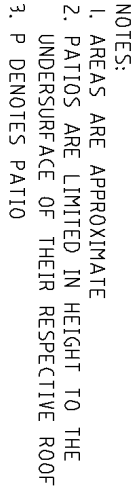
Registered Surveyor

SEE SIGNATURES FORM

Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: U/12925

SP74375



GROUND FLOOR

Lengths are in metres

SEE SIGNATURES FORM

Authorised person/General Manager/Accredited Certifier

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

PLAN OF SUBDIVISION OF  
DEVELOPMENT LOTS 26-28 S.P.46993

SP74375

Registered:



27.01.2005

Strata Certificate

\* Name of Council LAKE MACQUARIE CITY COUNCIL..... being satisfied that the requirements of the \* Strata Schemes (Freehold Development) Act 1973 or \* Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

\* strata plan/\* strata plan of subdivision

illustrated in the annexure to this certificate.

\* The council is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

\* The strata plan/strata plan of subdivision is part of a development scheme. The \* council/\* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

\* The Council does not object to the encroachment of the building beyond the alignment of

\* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

\* This approval is given on the condition that the use of lot (s).....  
.....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in \* section 39 of the Strata Schemes (Freehold Development) Act 1973 or \* section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date.....07.01.2005

Subdivision No.....-

Accreditation No.....-

Relevant Development Consent No.....632/1992

Issued by.....Lake Macquarie City Council

Authorised Person /General Manager/Accredited Certifier

\* Complete or delete if applicable.

Surveyor's Certificate

I, GREGORY JOHN SMITH  
of EVANS & SMITH CONSULTING SURVEYORS  
PO BOX 204, MORISSET NSW 2264

a surveyor registered under the Surveying Act, 2002, hereby certify that:

- (1) each applicable requirement of  
\*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
\*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;
- (2) \*~~(a) the building encroaches on a public place;~~  
\*~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~  
\*has been created by registered + .....  
\*is to be created under section 88B of the Conveyancing Act 1919
- (3) \*the survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 30 SEPTEMBER, 2004

\* Delete if inapplicable

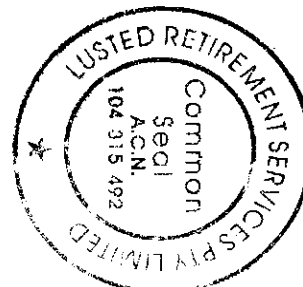
+ State whether dealing or plan, and quote registered number.

SIGNATURES AND SEALS ONLY

Kiriwina Investment  
Company Pty Ltd  
ACN 003 165 080  
by its  
attorney

Anthony Frank Samway  
No. 120 Book 4114

Scott Lister  
SOLE DIRECTOR & SECRETARY



Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: U/12925

\* OFFICE USE ONLY

## COUNCIL'S CERTIFICATE

The Council of the City Municipality of Lake Macquarie (hereinafter referred to as the Council) has received from the Registrar-General of Land a copy of the plan of the proposed development, and has considered the same and is satisfied that the requirements for the registration of the plan have been complied with, and approves of the proposed development.

State plan of subdivision

Illustrated hereon

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

Consent of the Council to the development of the building proposed

## SURVEYOR'S CERTIFICATE

I, DARCY CHARLES MCELWEE of 81 DARBY ST NEWCASTLE a surveyor registered under the Surveyors Act 1928, hereby certify that:

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

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

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

(4) any building containing proposed lots erected on the land shown on the accompanying floor plan are wholly within the perimeter of the parcel, except as the case may be.

\* All the building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

\* The building enclosures are a building plot.

## SUBDIVISION OF

PLAN OF LOT 101 D.P. 826626

City : LAKE MACQUARIE

Locality : CARDIFF HEIGHTS

County : NORTHUMBERLAND

Parish : KAHIBAH

Reduction Ratio 1:

Lengths are in metres

THE PROPRIETORS

STRATA PLAN No 42741

115 MAIN ROAD

CARDIFF N.S.W. 2285

Name of, and \*address for

service of notices on, the

body corporate

\*Address required on

original strata plan only.

## STRATA PLAN 42741

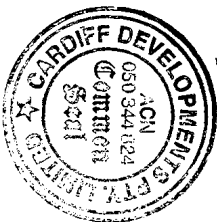
Registered: 4.1.1993

C.A.: No 1/1722/0115 of 20.10.1992

Purpose: STRATA PLAN

Ref. Map: U5450-62

Last Plan: DP 826626



DIRECTOR

SECRETARY

Signed at Sydney this 17th day of November 1992 For Commonwealth Bank of Australia ACN 123 123 124 by its duly appointed Attorney under Attorney Book 3819 No. 800.

Witness

SARAH WILSON

SPIRO SPIRO

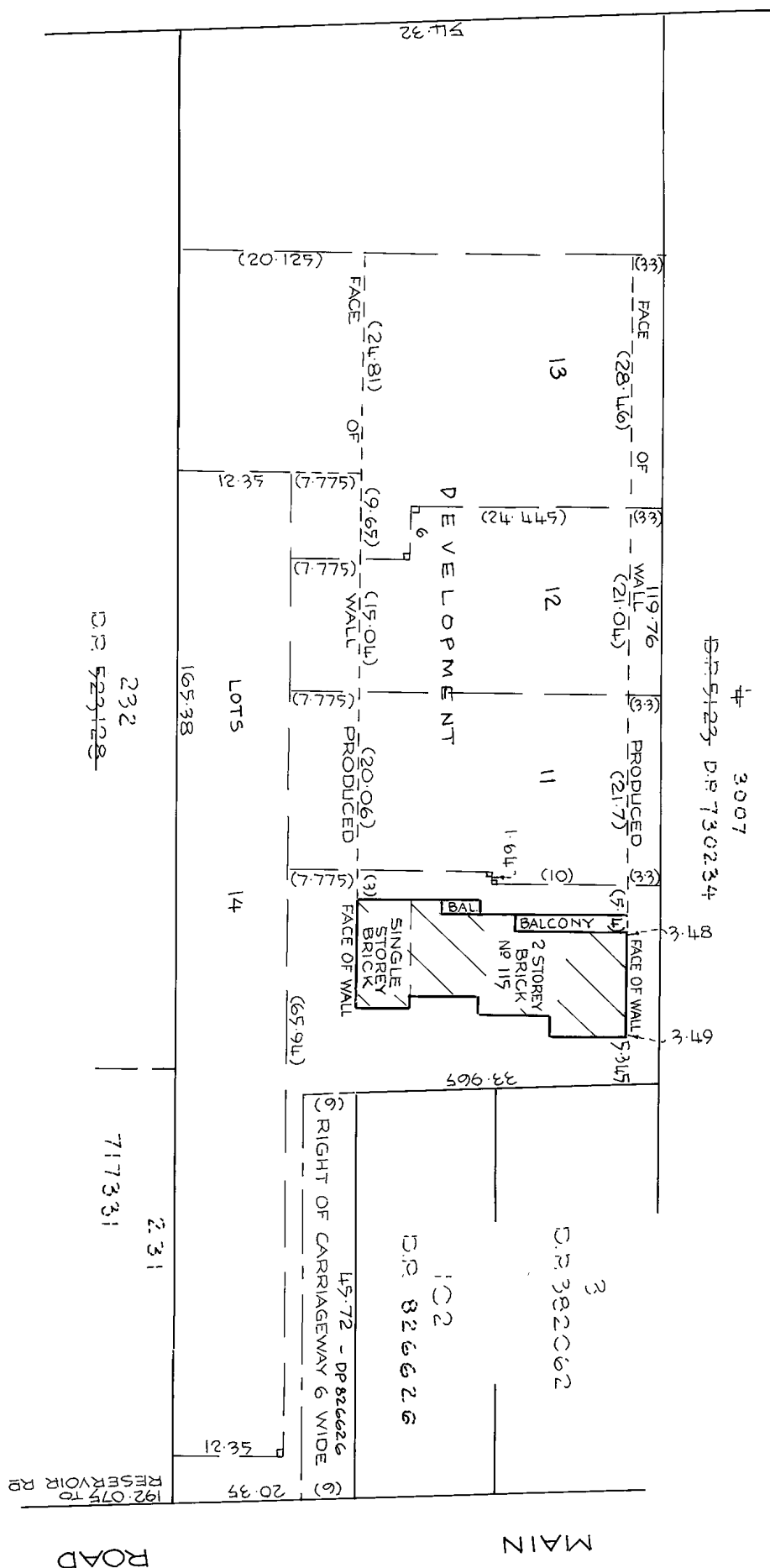
THIS PLAN CONTAINS A DEVELOPMENT STATEMENT OF 10 SHEETS, OF WHICH THIS SHEET IS THE FIRST, AND COMPLETES 20 SHEETS VIDE AMENDMENT NO. U 390961

7.7.1994

SURVEYOR'S REFERENCE: S 14737

LOCATION	DIAGRAM
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

STRATA PLAN 42741



M. M.

3007  
#

~~D.D. 5123~~ D.D. 7302.34

3.48

3.49

(7)  
(8)  
(9)  
(10)  
(11)  
(12)  
(13)

( )  
8  
6  
6  
2  
5

47-12 - DP826626  
(6) RIGHT OF CARRIAGEWAY 6 WIDE

23  
62

717321

232  
~~523150~~  
 7)  
 5)

F RIGHT ANGLE

Reduction Ratio 1:500

**Lengths are in metres**



Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: S. 14737

\*OFFICE USE ONLY

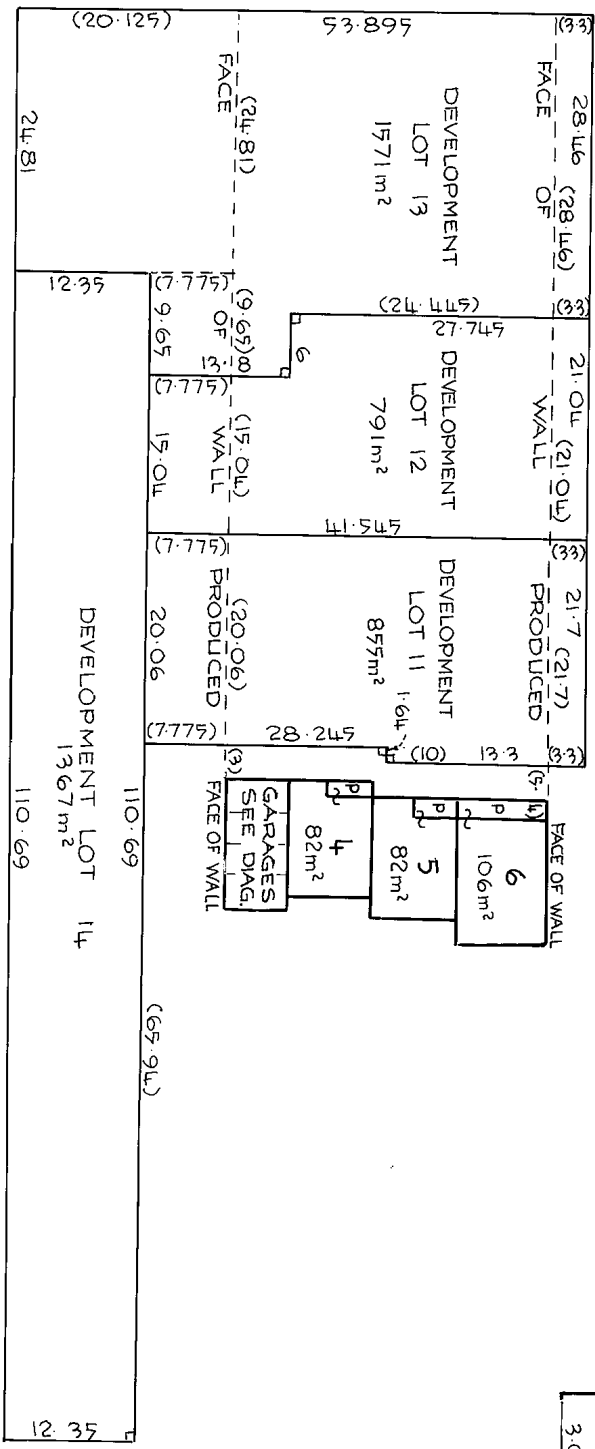
GROUND LEVEL

STRATA PLAN 42741



3.0	3.0	3.0	3.0	3.0
7	8	9	10	
17m <sup>2</sup>	17m <sup>2</sup>	17m <sup>2</sup>	17m <sup>2</sup>	17m <sup>2</sup>
3.0	3.0	3.0	3.0	3.0

DIAGRAM  
NOT TO SCALE



NOTE

- (1) AREAS ARE APPROXIMATE
- (2) PATIOS ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE HARD STAND AND A HEIGHT OF THE UNDERSURFACE OF THEIR ROOF.

P RIGHT ANGLE  
P PATIOS

Reduction Ratio 1: 500

Lengths are in metres

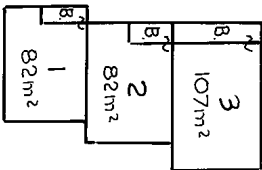
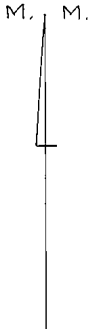
Registered Surveyor

Council Clerk



FIRST FLOOR

STRATA PLAN 42741



SCHEDULE OF UNIT ENTITLEMENT	
LOT NO.	UNIT ENTITLEMENT
1	290
2	290
3	222
4	290
5	289
6	222
7	11
8	11
9	11
10	11
11	1847
12	1203
13	3220
14	1383
AGGREGATE	10,000

NOTE

- (1) AREAS ARE APPROXIMATE.
- (2) BALCONIES ARE LIMITED TO A HEIGHT OF THE UNDERSURFACE OF THEIR CEILING.

B - BALCONY

Reduction Ratio 1: 500

Lengths are in metres



Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: S.14737



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88E, CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.**

(Sheet 1 of 1 Sheet)

Plan:

**SP74375**

Subdivision covered by subdivision  
Consent No. 632/1992  
Dated 07-01-2005  
of LOTS 26-28 SP46993

Full name and address of  
proprietors of the land.

Lusted Retirement Services Pty Limited  
ABN 25 104 815 492  
168 Pacific Highway, Wyong NSW Australia

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Restriction as to user	39-54	Lake Macquarie City Council

**PART 2 (Terms)**

No lot burdened by this restriction shall be used by any person for any purpose unless such person is of the age of 55 years or over or is disabled. The definition of disabled is that which applied at the 9<sup>th</sup> April 1992.

The name of the authority having the right to release vary or modify the restriction firstly referred to in the plan is Lake Macquarie City Council.

The common seal of Lusted Retirement Services Pty Limited ABN 25 104 815 492 was hereunto affixed by resolution of the Board of Directors in the presence of:

SOLE Director

Secretary

*Scott Lusted*

REGISTERED



27.01.2005



*Kiriwina Investment Company  
pty Ltd Acl 003 165080 by  
its attorney Anthony Frank Samway  
No. 120 Book 4114*

*S Doncovski*  
Simka Doncovski  
Witness  
1131 Watt Street  
Newcastle 2300

*[Signature]*  
Lake Macquarie City Council

Approved 88<sup>1</sup>/<sub>2</sub> Instrument for

**SUBDIVISION CERTIFICATE**

DC *92* / *632*

Authorised Person: *[Signature]*

Date: *21* / *1* / *05*



 Pending

This page is a temporary placeholder for the 42741 which will be removed and replaced with the certificate once available from the authority.

**Ordered:** 06/01/2026 02:12:41 PM

**Order ID:** 182878112

Fees:

Transfer.....  
Endorsement.....  
Certificate.....

FREE SIMPLE

7.9.11



New South Wales.

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

N.S.W.  
DEPARTMENT  
6-9.1911-YA



1111

Dower should be negatived, or the contingent interest will be noted on the new certificate, stating whether the Transferor be married, and, if so, the date of marriage. If before January 1907, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation, in full, of Transferor.

We William Thomas Johnson Accountant  
and Albert Francis Johnson Ship Captain  
both of Walland.

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

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 3.)

underwritten or endorsed hereon, in consideration of Fifty seven pounds

d If the consideration be not pecuniary, alter accordingly.

four shillings (£57-4-0)

e Name, residence, occupation, or other designation of transferee.

paid to me by William Hopkins of Cardiff Miner

If a minor, state of what age, and forward certificate of declaration of age and date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge.

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

do hereby transfer to the said William Hopkins

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing Two acres one rood five and nine tenth poles (Rac 1nd 5th)

h Parish or town, county.

situate in Parish of Rahibah County of Northumberland

"The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

"Crown Grant," or "Certificate of Title."

dated 19th January 1910 registered volume No. 2031

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred.

folio 121 and being lot 3 of a Subdivision of part of portion 90 as shown on Plan deposited in Land Titles Office Sydney and numbered 5123.

When a plan has been deposited, in which reference to the No. of allotment and No. of plan will be sufficient, a description and plan will be required and may be inserted or annexed with this prefix: "as delineated in the plan hereon (or annexed hereto) and described as follows, viz. —"

Reserving unto the Transferors all mines of coal, clay, stone and gravel and other metals and minerals (not including gold and mines of gold) in and under the said land.

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

\* No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or notified in the attestation.



MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO:

See note "a," page 1.  
This, when filled up,  
should be signed by  
the Transferee.  
A very short note of  
the particulars will  
suffice.

Reservations into the Crown of all gold and  
mines of gold.

Reservation of a road one chain wide colored  
brown on the said Plan.

22nd November 1889. Mortgage William Walter Johnson to Australian Joint  
Stock Bank Registered Number 166036

14th January 1899 Mortgage said W W Johnson his wife Jean and Catherine  
Winifred Johnson his wife in exercise of her power of appointment  
to the Australian Joint Stock Bank Limited Registered  
No 368595.

25th November 1909 Mortgage said C. W. Johnson to Australian Joint Stock Bank  
Limited Registered Number 552716 Bank of Commerce  
Transferee.

The Australian Joint Stock Bank Limited the mortgage under Memoranda of Mortgage N<sup>o</sup> 166036  
and 368595 dated respectively 22nd November 1889 and 14th January 1899 from the above named William  
Walter Johnson and William Walter Johnson and Catherine Winifred Johnson respectively and the Aus-  
tralian Bank of Commerce Limited the mortgage under Memorandum of Mortgage N<sup>o</sup> 552716 dated  
November 1909 from the above named Catherine Winifred Johnson in consideration of the sum  
of Ten shillings paid to the Australian Bank of Commerce Limited with the consent hereby testified  
of Alexander Peulleton Stewart the liquidator of the said Australian Joint Stock Bank Limited and each  
of them both hereby discharge the said Catherine Winifred Johnson and her executors and all  
persons and Memoranda of Mortgage and without prejudice to the rights and remedies of the  
said Banks or either of them against the said Catherine Winifred Johnson and her executors and all  
persons and third persons and reserving to the said Banks and each of them all their rights remedies  
and powers under the said several Memoranda of Mortgage in respect of the land mortgaged  
thereby other than has been described in the within written Memorandum of Transfer, in which  
whereof the Common Seal of the Australian Joint Stock Bank Limited and the Australian Bank of  
Commerce Limited were hereto affixed as of date, this Twenty first day of July 1911  
Signed sealed and delivered by the said Alexander Peulleton Stewart  
Bank Limited with presence of  
William Reidy

The Common Seal of the Australian Joint Stock Bank  
Limited was hereto affixed by Alexander Peulleton  
Stewart the liquidator of the said Bank in the presence  
of  
William Reidy

The Common Seal of the Australian Bank  
of Commerce Limited was hereto affixed by  
Order of the Board of Directors in the presence of

A. P. Stewart  
General Manager

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at

the

, one thousand nine hundred and

day of

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

r Name of witness and  
residence.

s Name of Transferee.

t Name of Transferee.

u Registrar-General,  
Deputy, Notary Public,  
J.P., or Commissioner  
for Affidavits.

No. 671946 Memorandum of Transfer of

2 Acres 1 rood 5 $\frac{3}{4}$  perches  
Lot 3 of subdivision of pt pos. 90  
Depplan 5723.

Lot Kahibah  
Co. Northumberland

Lodged by

(Name)

(Address)





This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 1st December 1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

SARAH WILSON

SARAH WILSON

Witness

Signed at Sydney the 30th day of October 1992 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 3819 No. 000.

REGISTERED 11.11.1992

Jane Black Jane Black



Director  
Secretary



The common seal of Cardiff Developments Pty Limited was here to affixed in the presence of:

1 Terms of easement firstly referred to in above mentioned plan:  
The parties having the power to release vary of modify this easement are the registered proprietor for the time being of the lot hereby benefited and the Council of the City of Lake Macquarie.

PART 2

Schedule of lots affected  
Lot benefited 101  
Lot benefited 102

1 Identity of easement firstly referred to in above mentioned plan:  
Right of Carriageway 6 wide.

PART 1

Lengths are in metres.  
Plan. DP826626  
Proprietors of the land:  
Cardiff Heights NSW 2285  
Jane Black  
113 Main Road  
Cardiff Heights NSW 2285  
Cardiff Developments Pty Limited  
115 Main Road  
Cardiff Heights NSW 2285  
28.8.1992  
Clerk's Certificate Number 92/0078 of  
in Certificates of Title Folio Identifiers  
1/382062 and 2/382052 covered by Council  
Subdivision of lots 1 & 2 DP382062 contained

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
UNDER SECTION 88B CONVEYANCING ACT, 1919

Sheet 1 of 1 sheet.



RP65  
1988

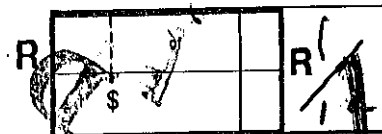


13  
72



U  
390961 G

**REQUEST**  
REAL PROPERTY ACT, 1900



DESCRIPTION  
OF LAND  
Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
CP/SP42741	WHOLE	At Cardiff

REGISTERED  
DEALING  
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED  
PROPRIETOR  
Note (c)

CARDIFF DEVELOPMENTS PTY LIMITED ACN 050 344 824

(The above-named applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

amend the Development Statement lodged with Strata Plan 42741 in accordance with the Amended Development Statement lodged herewith.  $\phi$

AMENDED DEVELOPMENT STATEMENT NOW FILED AS SHEETS 11 to 20 INCL  
IN DEVELOPMENT STATEMENT WITH SP 42741

Note (d)

OFFICE USE ONLY

OVER

MD  
(NUT)

6.7.1994

DATE 22.6.94

EXECUTION  
Note (e)

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

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

THE COMMON SEAL OF CARDIFF DEVELOPMENTS  
PTY LIMITED ACN 050 344 824 was hereunto

Signature of Witness

affixed in accordance with its Articles  
of Association and in the presence of:

Name of Witness (BLOCK LETTERS)

Address and Occupation of Witness



F. A. Sattler  
Director

M. W. B. G.  
Director

Signature of Applicant

TO BE COMPLETED  
BY LODGING PARTY

Notes (f) and (g)

LODGED BY		LOCATION OF DOCUMENTS	
<b>L. J. KANE &amp; CO.</b> RGO Box 30P		CT	OTHER
			Herewith,
		✓	In L.T.O. with SP42741
Ref. No. <i>111 Cardiff</i> Delivery Box Number		Produced by	
Checked	Passed	REGISTERED	- 19
Signed	Extra Fee	Secondary Directions	
		Delivery Directions	

OFFICE USE ONLY



Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



**AP994465C**

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP42741		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any KANE'S REGISTRATION 1238186	CODE
	30P	Reference: CTM - SP42741	CH

- (C) The Owners-Strata Plan No. 42741 certify that a special resolution was passed on 3/3/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. BY-LAW 20 - SMOKE PENETRATION  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
ANNEXURE 'A' - APPROVED 10 FORM  
ANNEXURE 'B' - CONSOLIDATED BY-LAWS

- (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 'B'

- (G) The seal of The Owners-Strata Plan No. 42741 was affixed on 23/3/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *H Sheehan*

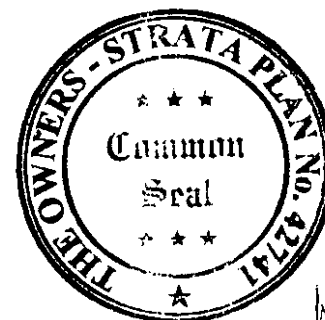
Name: HANNAH SHEEHAN

Authority: STRATA MANAGER

Signature:

Name:

Authority:



ANNE KURR 11

## 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.~~

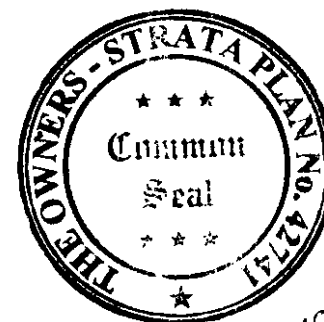
The seal of The Owners – Strata Plan 42741 was affixed on 23-03-2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: H Sheehan Name: Hannah Sheehan Authority: Strat Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.



HP

HANNUKE U



## **Community & Strata Title Management Pty Ltd**

### **ByLaws STRATA SCHEMES MANAGEMENT REGULATION**

### **2016 - SCHEDULE 2**

**BYLAWS FOR: SP: 42741 115 MAIN ROAD CARDIFF HEIGHTS NSW 2285**

#### **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 clause (1) cannot authorise any additions to the common property.
- (3) This bylaw 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.





## **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.

## **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 bylaw 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 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.

### **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 bylaw 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), and

(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

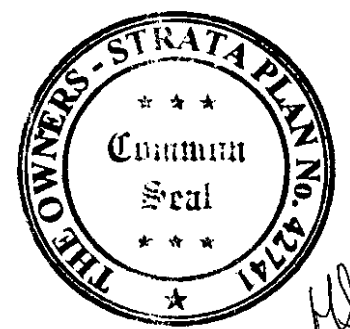
(1) Subject to section 157 of the Strata Schemes Management Act 2015 , an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

## 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 bylaw does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in bylaw 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).

## 20 SMOKE PENETRATION

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:

- (a) in an area designated as a smoking area by the Owners corporation, or
- (b) with the written approval of the Owners Corporation.

(2) A person who is permitted under this by law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.





## **SPECIAL BY-LAWS**

Resolved that bylaw 27 be repealed and that all other existing bylaws be confirmed and further that the following special bylaws be added;

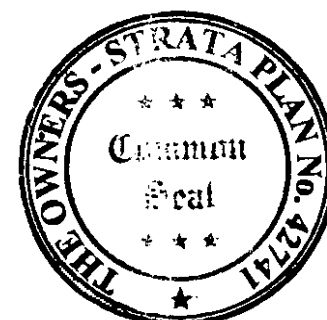
### **SPECIAL BY-LAW NO 1**

That a proprietor or occupant of a lot shall not keep any animal upon the lot or the common property and further that a proprietor or occupant shall not allow any animal to visit upon the lot or common property.

### **SPECIAL BY-LAW NO 2**

That each proprietor be granted exclusive use to the hot water service that exclusively services each lot and that the proprietor for the time being shall be solely responsible for the proper maintenance and keeping in a state of good and serviceable repair the hot water service and that part of the common property to which it may be attached.

That all owners of strata plan 42741 be granted exclusive use of the common property adjacent to their lot to install a split system air conditioner. The owner of the lot that installs the unit shall be solely responsible for the installation and repair and maintenance of the air conditioner and that part of common property to which it is attached. Should the air conditioner be removed at a later date the owner of the lot that installed the unit shall be responsible for the reinstating the common property to its original condition and to the satisfaction of the owners corporation. The air conditioner shall not obstruct any access to common property including pathways.



Lodger Details

Lodger Code	505858Q
Name	KERIN BENSON LAWYERS PTY LTD
Address	SE 9.02, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	ALLISON@KERINBENSONLAWYERS.COM.AU
Reference	008619

Land Registry Document Identification

AV244774

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP42741	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP42741  
Other legal entity

Meeting Date

02/07/2025

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details Special By-law No. 3

Repealed by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP42741
Signer Name	ASHLEY HOWARD
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	15/07/2025

SP: 42741



**Annexure A**  
**Community & Strata Title Management Pty Ltd**  
**By-Laws**  
**STRATA SCHEMES MANAGEMENT ACT 1996**

**BY-LAWS FOR:                      SP: 42741                      115 MAIN ROAD CARDIFF HEIGHTS NSW 2285**

---

**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 prior written approval of the owner's 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 owner's corporation under **clause (1)** cannot authorize any additions to the common property.

**(3)** This by- law does not prevent an owner or person authorized by an owner from installing:

**(a)** Any locking or other safety device for the 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, or

**(4)** Any such locking or safety device, screen, other device or structure must be installed in a

SP: 42741

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 of the Act**, 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.

## **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 compromising 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.

## **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 common property.

## **10 DRYING OF LAUNDRY ITEMS**

An owner or occupier of a lot must not, except with the consent of the owners corporation, hang any washing, towel, bedding, clothing or any other article on any part of the parcel in such a way 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 in the common property

## **12 STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIAL**

(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.

SP: 42741

**(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 fuel tank of a motor vehicle or internal combustion engine.

### **13 MOVING FURNITURE AND OTHER OBJECTS THROUGH COMMON PROPERTY**

An owner or occupier of a lot must not transport any furniture or large objects 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 authorized 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 this case of tins and other containers, completely drained, and

**(c)** for the purpose of having the garbage collected, must place the receptacle within the area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which the 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 or any other lot except with the permission of that owner or an 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 (Option 1) (repealed and replaced 18 November 2024)**

- 1.** An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot..
- 2.** The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- 3.** If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a)** keep the animal within the lot, and
  - (b)** supervise the animal when it is on the common property, and
  - (c)** take any action that is necessary to clean all areas of the lot or the common property that are



SP: 42741

soiled by the animal.

**17 APPEARANCE OF THE 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 the outside of the lot that, viewed from the 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 any article as referred to in **by-law 10**

**18 NOTICE BOARD**

An owner's 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 the use results in a hazardous activity being carried out on the lot, or results in the lot being used from commercial or industrial purposes rather than residential purposes.

**SPECIAL BY-LAWS**

Resolved that by-law 27 be repealed and that all other existing by-laws be confirmed and further that the following special by-laws be added;

SP: 42741

## **SPECIAL BY LAW NO 1 (repealed 20 March 2025)**

---

## **SPECIAL BY LAW NO 2**

---

That each proprietor be granted exclusive use to the hot water service that exclusively services each lot and that the proprietor for the time being shall be solely responsible for the proper maintenance and keeping in a state of good and serviceable repair the hot water service and that part of the common property to which it may be attached.

That all owners of strata plan 42741 be granted exclusive use of the common property adjacent to their lot to install a split system air conditioner. The owner of the lot that installs the unit shall be solely responsible for the installation and repair and maintenance of the air conditioner and that part of common property to which it is attached. Should the air conditioner be removed at a later date the owner of the lot that installed the unit shall be responsible for the reinstating the common property to its original condition and to the satisfaction of the owners corporation. The air conditioner shall not obstruct any access to common property including pathways.

## **SPECIAL BY LAW NO 3 - AUTHORISATION OF BUILDING WORKS IN LOT 43 (passed 2 July 2025)**

---

### **1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 43 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to the bathroom including:
  - (i) removal of the existing floor tiles, wall tiles, plaster wall sheeting, architraves, waterproofing, and all fixtures and fittings;
  - (ii) removal of existing and installation of new plumbing (including pipes and breeches);
  - (iii) installation of new plaster wall sheets finished with square set cornices;
  - (iv) screeding and leveling of floors and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
  - (v) installation of new waterproofing (with 100mm up turn and 2000mm up turn on the shower area walls), floor tiles, wall tiles (up to 2000mm high in the shower and 1200 mm high in the rest of the bathroom), and fixtures and fittings including toilet, shower, shower screen, shaving cabinet, vanity, sink, tapware (and mixers for taps), and accessories;
  - (vi) installation of a 200mm extraction exhaust fan in ceiling above the shower, adjacent to the window including penetration of the common property exterior wall to facilitate the installation of a wall vent to extract air out of the bathroom ceiling cavity;
  - (vii) removal of existing and installation of new lighting, switches, power points as required;
  - (viii) connection to existing water, waste, and electrical services as required;
- (b) Works to the laundry including:
  - (i) removal of the existing floor tiles, wall tiles, plaster wall sheeting, architraves, waterproofing, and all fixtures and fittings;
  - (ii) removal of the existing and installation of a new hot water system (including all associated plumbing);
  - (iii) removal of existing and installation of new plumbing (including pipes and breeches where required);
  - (iv) installation of new plaster wall sheets finished with square set cornices;
  - (v) screeding and leveling of floors and rendering of walls (if required) in preparation of new floor tiles and wall tiles;

SP: 42741

- (vi) installation of new waterproofing (with 100mm up turn), floor tiles, wall tiles (up to 1200 mm high), and fixtures and fittings including laundry sink, tapware (and mixers for taps), cabinetry, shelving, and appliances including washing machine/dryer;
- (vii) removal of existing and installation of new and lighting, switches, power points as required; and
- (viii) connection to existing water, waste, and electrical services as required.

## 2. Definitions

For the purposes of this by-law:

"Council" means Lake Macquarie Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

## 3. Conditions

### 3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation; and
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

### 3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

SP: 42741

- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

### 3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

## 4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

## 5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

SP: 42741

**6. Costs**

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

**7. Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional  
pages to the top left-hand corner.

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

**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/SP42741				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name Laura Skillicorn Company Kerin Benson Lawyers Address Suite 9.01, 46 Market Street, Sydney NSW 2000 E-mail laura@kerinbensonlawyers.com.au Contact Number (02) 8706 7060 Customer Account Number (IF APPLICABLE) Reference 008619</td></tr></table>	Document Collection Box	Name Laura Skillicorn Company Kerin Benson Lawyers Address Suite 9.01, 46 Market Street, Sydney NSW 2000 E-mail laura@kerinbensonlawyers.com.au Contact Number (02) 8706 7060 Customer Account Number (IF APPLICABLE) Reference 008619	<table border="1"><tr><td>CODE  <b>CH</b></td></tr></table>	CODE  <b>CH</b>
Document Collection Box	Name Laura Skillicorn Company Kerin Benson Lawyers Address Suite 9.01, 46 Market Street, Sydney NSW 2000 E-mail laura@kerinbensonlawyers.com.au Contact Number (02) 8706 7060 Customer Account Number (IF APPLICABLE) Reference 008619				
CODE  <b>CH</b>					

- (C) The Owner-Strata Plan No. 42741 certify that a special resolution was passed on 2/7/2025
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-law No. 3  
Amended by-law No. NOT APPLICABLE  
as fully set out below :  
See Annexure A at pages 6 to 9.

- (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. 42741 was affixed on 8th July 2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : Corin Georges  
Name : Corin Georges  
Authority : Strata Manager

Signature :  
Name :  
Authority :



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
2007

Corin Georges

# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

115 MAIN

CARDIFF HEIGHTS NSW

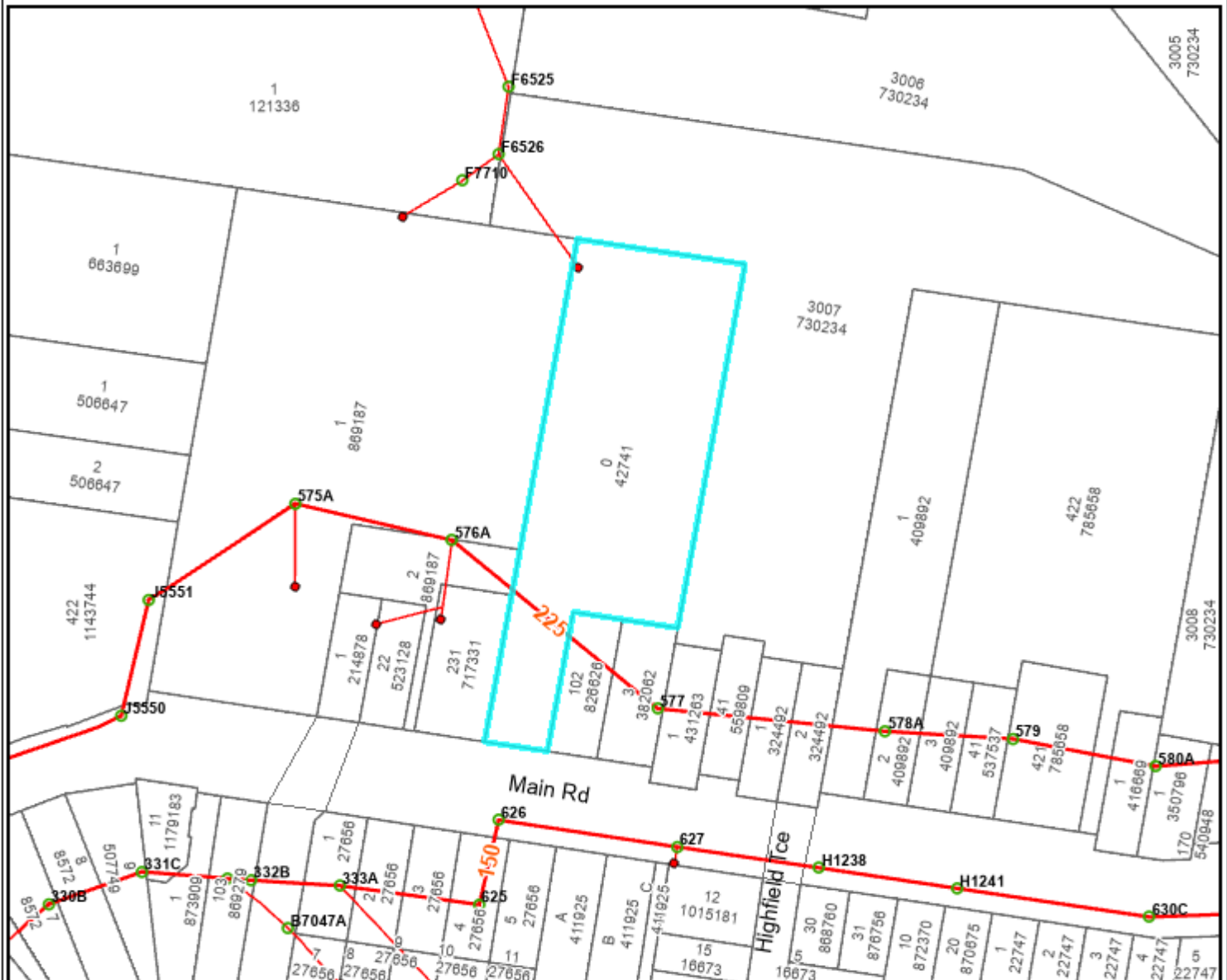
APPLICATION NO.: 2746122

APPLICANT REF: M 13665

RATEABLE PREMISE NO.: 3481220000

PROPERTY ADDRESS: 115 MAIN RD CARDIFF HEIGHTS 2285

LOT/SECTION/DP:SP: CP//SP42741



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLDED.  
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

#### IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 6/01/2026

Scale at A4: 1:2,000

CADAstral DATA © NSW DCS Spatial Services  
CONTOUR DATA © AAM  
© NSW DPIE

SEWER/WATER/RECYCLED WATER  
UTILITY DATA  
© HUNTER WATER CORPORATION