

16/12 Goulburn Street

WARWICK FARM NSW 2170

Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 54907457	NSW Duty:
vendor's agent	McGrath Estate Agents Liverpool 265 Macquarie Street Liverpool NSW 2170		Phone: 02 9824 1100 Fax: 02 9824 1120 Ref:
co-agent			
vendor	KOSTAS KANTILAFITIS		
vendor's solicitor	George Khoury & Co Solicitors 777 New Canterbury Road Dulwich Hill NSW 2203		Phone: 0295580722 Fax: 02 9558 5343 Ref: KANTILAFITIS
date for completion	42 days after the contract date (clause 15)		Email: jmkhoury@khourybros.com.au
land	16/12 GOULBURN STREET WARWICK FARM NSW 2170		
(Address, plan details and title reference)	Lot 16 in Strata Plan 7995 Folio Identifier 16/SP7995		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

price \$

deposit \$

balance \$

Email:

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

KANTILAFITIS

54907457

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Independent Unit Management

1st Floor, 227-229 George Street Liverpool NSW 2170

Phone: 02 9822 7800

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a *service* for the *property* being a joint *service* or passing through another property, or any *service* for another property passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount payable*;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally, the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 If both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| ECNL | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

1672 Goulburn Street, Warwick NSW 2716

Certificate Pursuant to Section 66W of the Conveyancing Act 1919

Vendor(s)

Purchaser(s)

Property:

I, _____ of _____
certify as follows: -

- (a) I am a Solicitor/Barrister currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of the above mentioned property from the abovenamed Vendor(s) to the abovenamed Purchaser(s) in order that there is no cooling off period in relation to the Contract.
- (c) I do not act for the abovenamed Vendor(s) and I am not employed in the legal practice of a Solicitor acting for the abovenamed Vendor(s) nor am I a member or employee of a firm of which a solicitor acting for the abovenamed Vendor(s) is a member or employee.
- (d) Prior to the execution of the Contract, I have explained to the abovenamed Purchaser(s)-
 - (i) The effect of the Contract for the purchase of the abovenamed property.
 - (ii) the nature of this certificate.
 - (iii) the effect of giving this certificate to the Vendor(s) i.e. that there is no cooling off period in relation to the Contract.

Dated:

Conditions of sale by auction

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
- (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction;
or
 - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,
- unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

FURTHER CLAUSES ATTACHED TO CONTRACT FOR SALE OF LAND

BETWEEN:

(VENDOR)

AND:

(PURCHASER)

32. ADDITIONAL CLAUSES

32.1 These additional clauses form part of this contract.

32.2 If any clause of this contract or any part of it is invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses will not in any way be affected or impaired.

32.3 If there is any conflict between the additional clauses and the printed clauses, then the additional clauses will prevail.

33. AMENDMENTS TO THE PRINTED FORM OF CONTRACT

33.1 It is agreed that the provisions of the printed form of the Contract for Sale of Land (2005 Edition) shall be amended as follows

- (a) Clause 4.3, insert the following words at the end "the provisions of this clause only apply where the transferee is a related party to the purchaser as defined in the Duties Act 1997";
- (b) Clause 7.1.1 is deleted and replaced with the words "any amount is claimed"
- (c) Clause 7.1.3 by substituting seven (7) days in place of fourteen (14) days;
- (d) Clause 7.2.1 by substituting 1% in place of 10%;
- (e) Clause 8, delete "The vendor can rescind if-" and insert "Despite any other provision of this contract, the vendor can rescind if-";
- (f) Clause 8.1 the words "on reasonable grounds" are deleted;
- (g) Clause 8.2 the words "and those grounds" are deleted;
- (h) Clause 10.1.8 and 10.1.9 delete the word "substance" and insert "existence";
- (i) Clause 16.5 the words "plus another 20% of that fee" are deleted;
- (j) Clause 16.6 inserting after the words "the land" in the first line the words "at least seven (7) days before the completion date";
- (k) Clause 16.7 the words "cash (up to \$2,000) or" are deleted;
- (l) Clause 16.8 replace "\$10.00" with "\$5.00";
- (m) Clause 16.12 is deleted;

(n) Clause 16 – a further sub-paragraph is added:

“16.14. Any moneys payable under this contract to the vendor, by the purchaser or by the vendor’s Agent, or by any other person, shall be paid to the vendor’s solicitor, or as that solicitor may direct in writing.”;

(o) Clause 21.6 the following words are added at the end of the clause “unless specified”.

33.2 Despite the provisions of Clause 7 of this contract the parties expressly agree that any claim shall be deemed to be an objection or requisition to which the provisions of Clause 8 shall apply.

34. PURCHASER’S ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS

34.1 The purchaser represents and warrants that:

(a) in entering this contract the purchaser;

(i) has not relied on any representations or warranties about its subject matter by the vendor or its agent(s) except those set out in this contract,

(ii) has relied only on the purchaser’s own inquiries or inquiries made on the purchaser’s behalf, which relate to the subject matter of this contract including the construction, nature, fitness or suitability for any purpose of the Property or any financial return or income which may be derived from it, and

(iii) does not rely on any other letter, document, correspondence or arrangement whether oral or in writing, as adding to or amending the terms conditions warranties and arrangements of this contract.

(b) the purchaser has obtained all approvals the law requires to enable the purchaser to enter into and complete the contract.

(c) the purchaser has either obtained or waived its rights to obtain independent advice on and is satisfied about its obligations and rights under this contract.

34.2 The purchaser acknowledges that;

(a) the purchaser has inspected the property and accepts the property in its present condition, subject to fair wear and tear; and

(b) the purchaser cannot make a claim, objection or *requisition*, delay completion or rescind or terminate the contract because of:

(i) the condition of the property;

(ii) any latent or patent defect in the property;

(iii) the presence, nature, location, availability or non-availability of any service, as defined in clause 10.1.2, or any easements or rights in connection with such services; and

(iv) the discharge of any roof, swimming pool or ground water into the sewer, and

(c) the purchaser takes title to the property subject to all existing services (as defined in clause 10.1.2).

34.3 The purchaser further acknowledges the vendor is entering into this contract in reliance of these warranties and representations.

35. INCAPACITY

35.1 If before completion either party:

- (a) dies, or
- (b) becomes mentally ill,

then either party may rescind the contract in accordance with clause 19.

35.2 If before completion either party:

- (a) be declared bankrupt; or
- (b) enter into any scheme; or
- (c) make any assignment for the benefit of creditors; or

being a Corporation:

- (d) resolves to go into liquidation; or
- (e) has an application for its winding up filed; or
- (f) enters into any scheme of arrangement with its creditors; or
- (g) has a liquidator, receiver, receiver and manager, official manager, or administrator appointed to it,

then that party shall be deemed to be in default under this contract and the other party may take such action as if the party deemed to be in default had defaulted in the performance of an obligation under this contract which is or the performance of which has become essential.

36. NOTICE TO COMPLETE

36.1 When a party is entitled to give a notice to complete making time of the essence for completion of this contract, then fourteen (14) days (excluding the date on which that notice is given), is a reasonable period to allow for completion in that notice.

36.2 If the vendor issues a notice to complete in accordance with its rights under this contract, the purchaser must pay to the vendor on completion an additional sum of \$330.00 (inclusive of GST)

37. INTEREST

37.1 If the purchaser completes this contract but does not do so on or before the completion date, then on completion the purchaser must pay the vendor interest on the balance purchase price at the rate of 10% per annum. The interest is to be computed from but excluding the completion date to and including the actual date of completion.

- 37.2 The definition of *adjustment date* in clause 1 is amended to be the earlier of the completion date, the giving of possession to the purchaser or completion.
- 37.3 Payment of interest or adjustments under this clause is an essential term of this contract.
- 37.4 The purchaser need not pay interest under this clause for any period of delay caused solely by the vendor.

38. AGENT

- 38.1 The purchaser warrants that he has not been introduced to the property by a Real Estate Agent other than the agent shown as the "Vendor's Agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor in respect of this matter then the purchaser shall indemnify the vendor in respect of such commission and all costs incurred by the vendor. It is acknowledged that this clause shall not merge on completion.

39. SURVEY

- 39.1 If a copy of a Surveyor's Report is annexed to this contract the purchaser may not:

- (a) make any objection, requisition or claim;
- (b) delay completion;
- (c) rescind or purport to rescind or terminate this contract,

in respect of any matter or thing disclosed or referred to in this Survey Report AND for the purpose of this contract the purchaser acknowledges the vendor's disclosure contained in this special condition and the Survey attached is specifically for the purpose of complying with the *Conveyancing (Sale of Land) Regulation 2000*.

40. RELEASE OF DEPOSIT

- 40.1 Notwithstanding any provision to the contrary contained in this contract, the purchaser shall permit the whole or part of the deposit paid herein to be released to the vendor for the purpose of the vendor applying the amount released as a deposit for the purchase of an alternative property and/or for the payment of stamp duty in respect to such property **PROVIDED THAT** any part of the deposit released pursuant hereto shall be released to the trust account of a solicitor or real estate agent or to the Office of State Revenue if released for the payment of stamp duty.

41. DEPOSIT

The deposit payable by the purchaser pursuant to clause 2 of this Contract must be paid as follows:

- (a) as to \$ on the date of this Contract; and
- (b) as to the remaining \$:
 - (i) on completion of this Contract; or
 - (ii) if the purchaser defaults in the observance or performance of any obligation under this Contract which is or becomes essential, on the date of default by the Purchaser.

42. FOREIGN ACQUISITION

The Purchaser warrants that the Foreign Acquisitions & Takeovers Act, 1975 (Commonwealth) does not apply to the purchaser or to this purchase. In the event that the Foreign Acquisitions and Takeovers Act, 1975 does apply to this condition, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal cost which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

43. FINANCE

The Purchaser acknowledges that the Vendor has entered into this contract on the Purchaser's warranty that the Purchaser does not require finance in order to pay for the property or that the Purchaser shall not have any right to terminate this Contract by virtue of any non-availability of finance as at the date of completion.



LAND
REGISTRY
SERVICES

Order number: 55511613
Your Reference: JK/KANTILAFITIS
15/02/19 11:32



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/SP7995

SEARCH DATE	TIME	EDITION NO	DATE
15/2/2019	11:33 AM	5	9/9/2018

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

LAND

LOT 16 IN STRATA PLAN 7995
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

KOSTAS KANTILAFITIS (T AI613387)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP7995
- 2 AK62870 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 15/2/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP7995

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
15/2/2019	11:33 AM	2	10/9/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 7995
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 8 SP7995

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 7995
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- INDEPENDENT UNIT MANAGEMENT
1ST FLOOR
227-229 GEORGE STREET
LIVERPOOL 2170

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 N700421 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE SITE DESIGNATED (Z) IN THE TITLE DIAGRAM
- 3 N715704 EASEMENT TO DRAIN WATER AFFECTING THE SITE DESIGNATED (Y) IN THE TITLE DIAGRAM
- 4 P693343 EASEMENT TO DRAIN WATER AFFECTING THE SITE DESIGNATED (X) IN THE TITLE DIAGRAM
- 5 INITIAL PERIOD EXPIRED
- 6 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 7 AN693168 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 283)

STRATA PLAN 7995

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 8	2	- 8	3	- 8	4	- 8
5	- 8	6	- 7	7	- 8	8	- 8
9	- 8	10	- 8	11	- 8	12	- 7
13	- 8	14	- 8	15	- 8	16	- 8

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 15/2/2019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP7995

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 283) (CONTINUED)

STRATA PLAN 7995

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 8	18	- 7	19	- 8	20	- 8
21	- 7	22	- 8	23	- 8	24	- 8
25	- 8	26	- 8	27	- 7	28	- 8
29	- 8	30	- 8	31	- 8	32	- 8
33	- 8	34	- 8	35	- 8	36	- 8

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 15/2/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Req: R231576 / Doc: SP 0007995 P / Rev: 08-Oct-2007 / Sts: SC.OK / Prt: 28-Mar-2014 11:52 / Pgs: ALL / Seq: 1 of 8
 Ref: GLJ / Src: T

Form 1

- (a) State if whole or part.
- (b) Refer to number of Lot, Apartment or Portion and the Dependent Plan, Tract, or the case may be.

Parcel comprises ^{LOT 1, D.P. 563354} WHOLE ~~of lots 14, 15 & 16, D.P. 1284~~

Reference to Title Vol. 12269 Fol. 59

Major Division/City LIVERPOOL

Locality LIVERPOOL

Parish ST. LUKE County CUMBERLAND

Reduction Ratio 1 : 400 Lengths are in metres

STRATA PLAN 7995 (E)

Registered: R.S. 8-3-1974

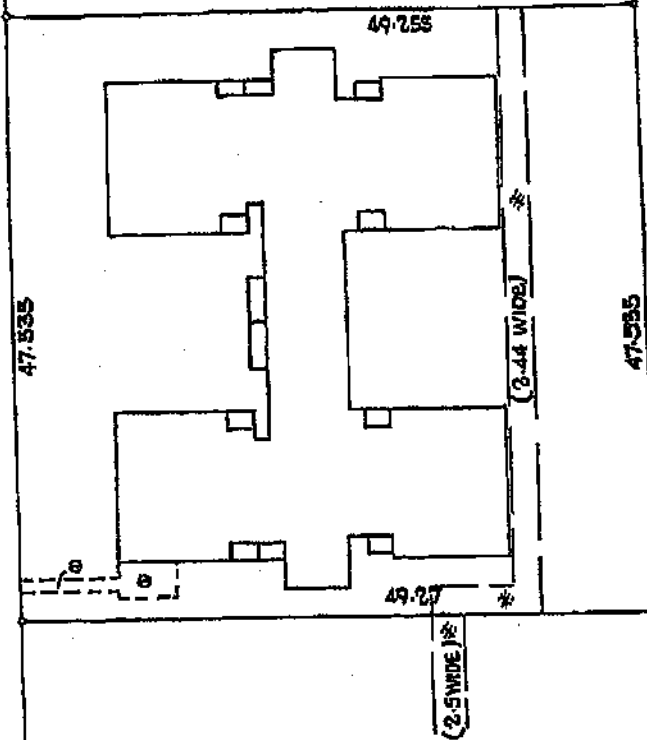
C.A. No. 1974/9 of 17-1-1974

Ref. Map: TOWN OF LIVERPOOL

Last Plan: D.P. 563354 (D.P. 382845)

*EASEMENT TO DRAIN WATER 2.44 & 2.5 WIDE
 VIDE TSFR NO NT15704
 *EASEMENT FOR ELECTRICITY PURPOSES 0.915 &
 2.745 WIDE. VIDE TSFR No 700421

GOULBURN STREET



External Works boundaries of the parcel are located to the building to which they are to be dedicated in place opposite.

- (c) For use only where plan comprises 12 lots or less. In other cases set out schedule as a separate sheet.

(d) Delete if inappropriate.

Schedule of Units Entitlements		OFFICE USE ONLY	L. ROBERT DOUGLAS DUNLOP of 15 HOLT AVENUE, MOSMAN a surveyor registered under the Surveyors Act, 1979, do hereby certify that: (1) the building erected on the parcel described above is within the external boundaries of the parcel(s) subject to clause (2) of this certificate. (2) every portion of the building project, being such external boundaries, etc. as appropriate, has been granted or an application of the parcel by registered Transfer No.
Lot No.	Units Entitlement	Resubdivision	
			Dated OCTOBER 4, 1978
			Signature <i>Robert D. Dunlop</i>
			Approved by the Council for the purposes of the Conveyancing (State Titles) Act, 1961.
			Date 17-1-74
			Subdivision No. 1974/9
			<i>J. G. ...</i> Council Clerk

The address for service of notices on the body corporate is:

THE PROPRIETORS, STRATA PLAN NO. 7995
 12-16 GOULBURN STREET, LIVERPOOL, 2170

Surveyor's Reference: 823

Reg: R251576 /Doc:SD 0007995 P /Rev:08-Oct-2007 /Sta:SC.OK /Prt:28-Mar-2014 11:52 /Pgs:ALL /Seq:2 of 8
Ref:GLJ /Src:T

SHEET No. 2 OF 7 SHEETS

STRATA PLAN No. 7995

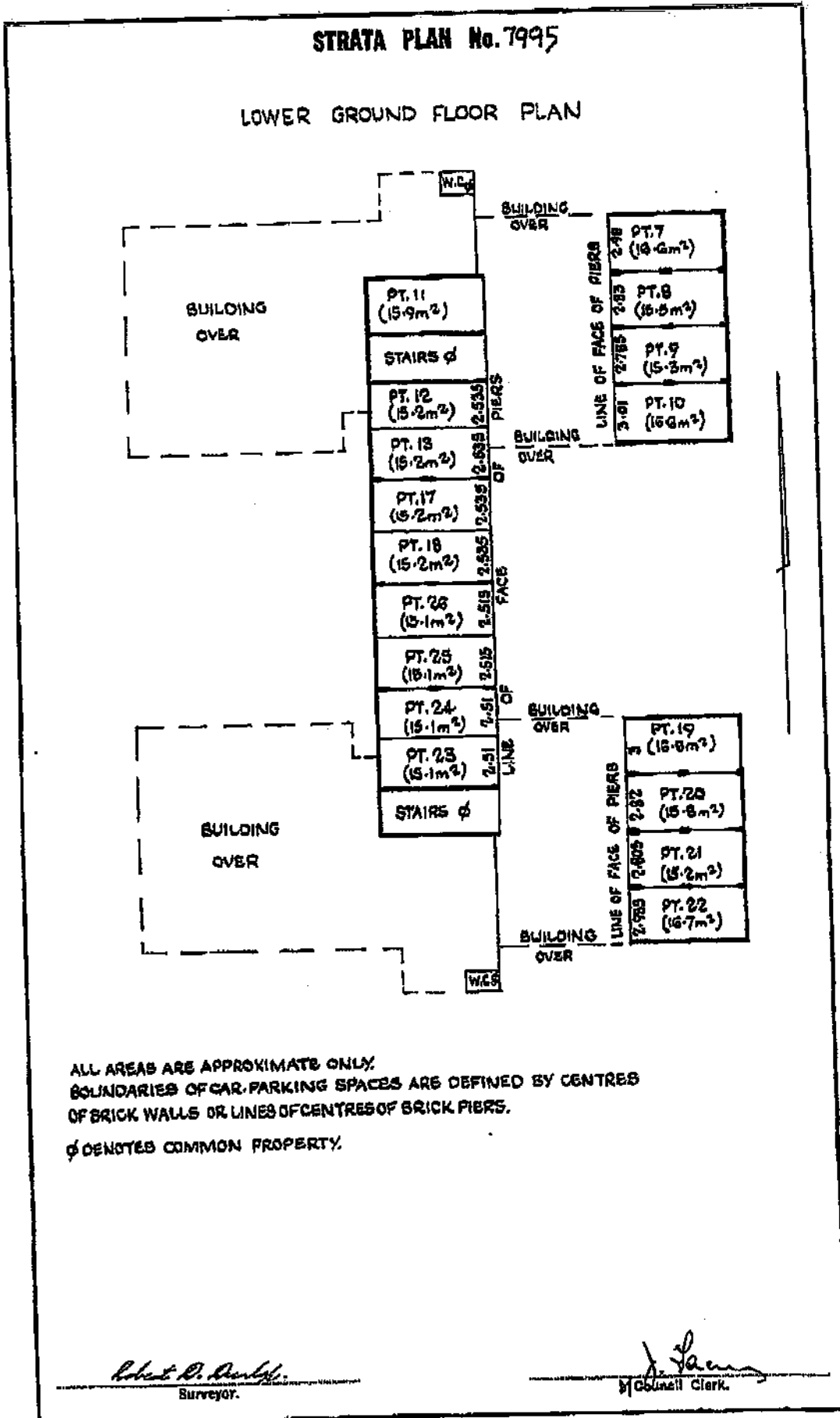
Schedule of Unit Entitlements		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
1	8	
2	8	
3	8	
4	8	
5	8	
6	7	
7	8	
8	8	
9	8	
10	8	
11	8	
12	7	
13	8	
14	8	
15	8	
16	8	
17	8	
18	7	
19	8	
20	8	
21	7	
22	8	
23	8	
24	8	
25	8	
26	8	
27	7	
28	8	
29	8	
30	8	
31	8	
32	8	
33	8	
34	8	
35	8	
36	8	
AGGREGATE	283	

Robert D. Dunlop
Surveyor.

J. Y. Lam
Council Clerk.

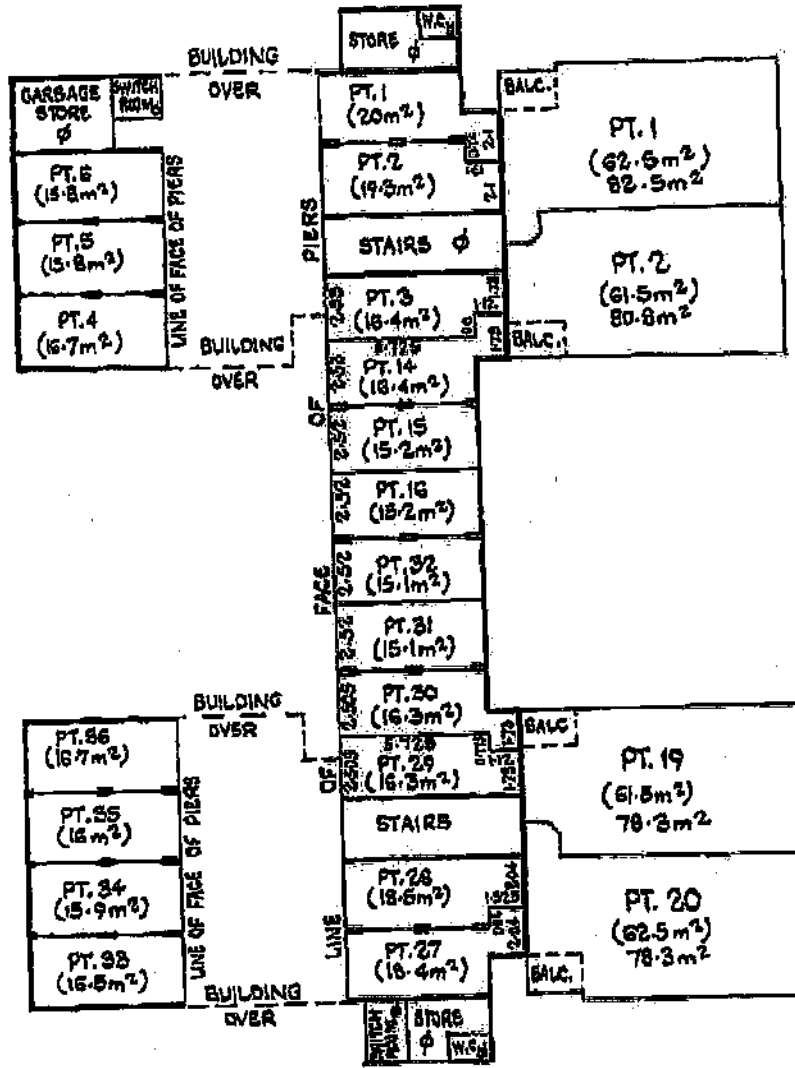
Req:R251576 /Doc:SE 0007995 P /Rev:08-Oct-2007 /Sta:SC.OK /Frt:28-Mar-2014 11:52 /Pgs:ALL /Seq:3 of 8
Ref:GLJ /Src:T

SHEET No. 3 OF 7 SHEETS



STRATA PLAN No. 7995

GROUND FLOOR PLAN



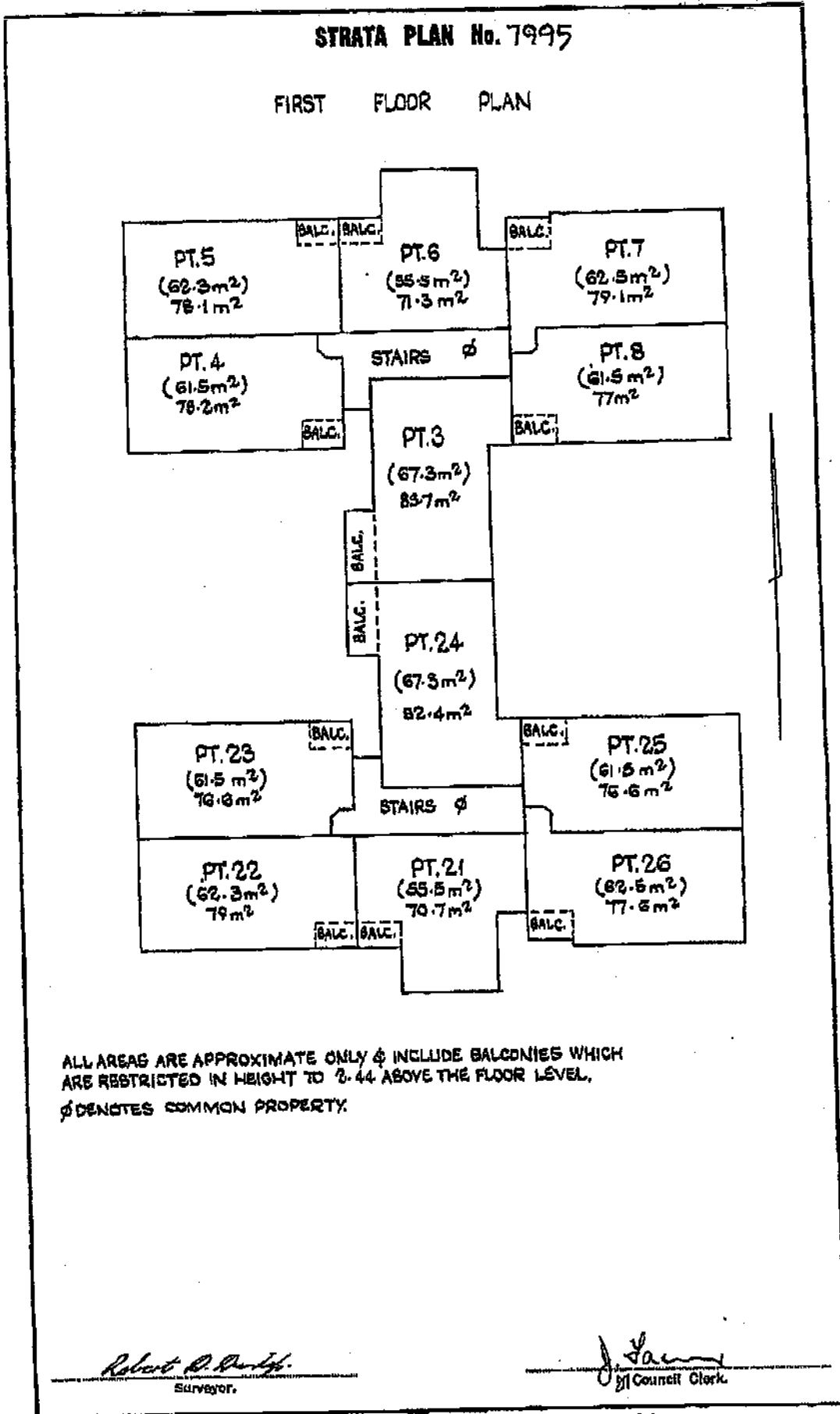
ALL AREAS ARE APPROXIMATE ONLY.
 AREAS OF UNITS PTS. 1, 2, 19 & 20 INCLUDE BALCONIES WHICH ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.
 BOUNDARIES OF CAR PARKING SPACES ARE DEFINED BY CENTRES OF BRICK WALLS, LINES OF CENTRES OF BRICK PIERS OR LINES OF FACES OF PIERS, AS SHOWN, AND CONCRETE
 φ DENOTES COMMON PROPERTY.

Robert D. Dunlop
 Surveyor.

J. J. ...
 Council Clerk

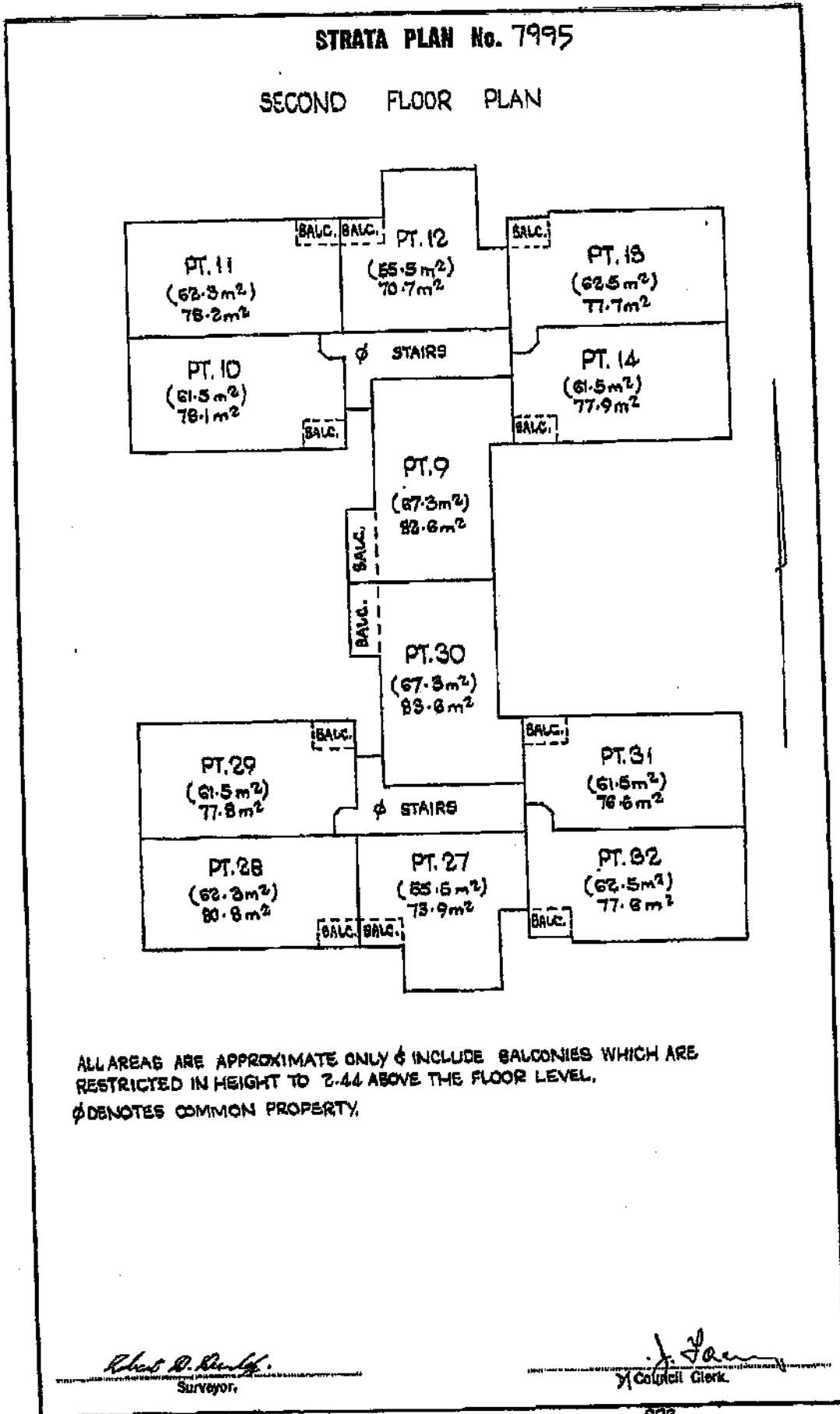
Req:R251576 /Doc:SP 0007995 P /Rev:08-Oct-2007 /sts:SC.OK /Prt:28-Mar-2014 11:52 /Pgs:ALL /Seq:5 of 8
Ref:GLJ /Src:T

SHEET No. 5 OF 7 SHEETS



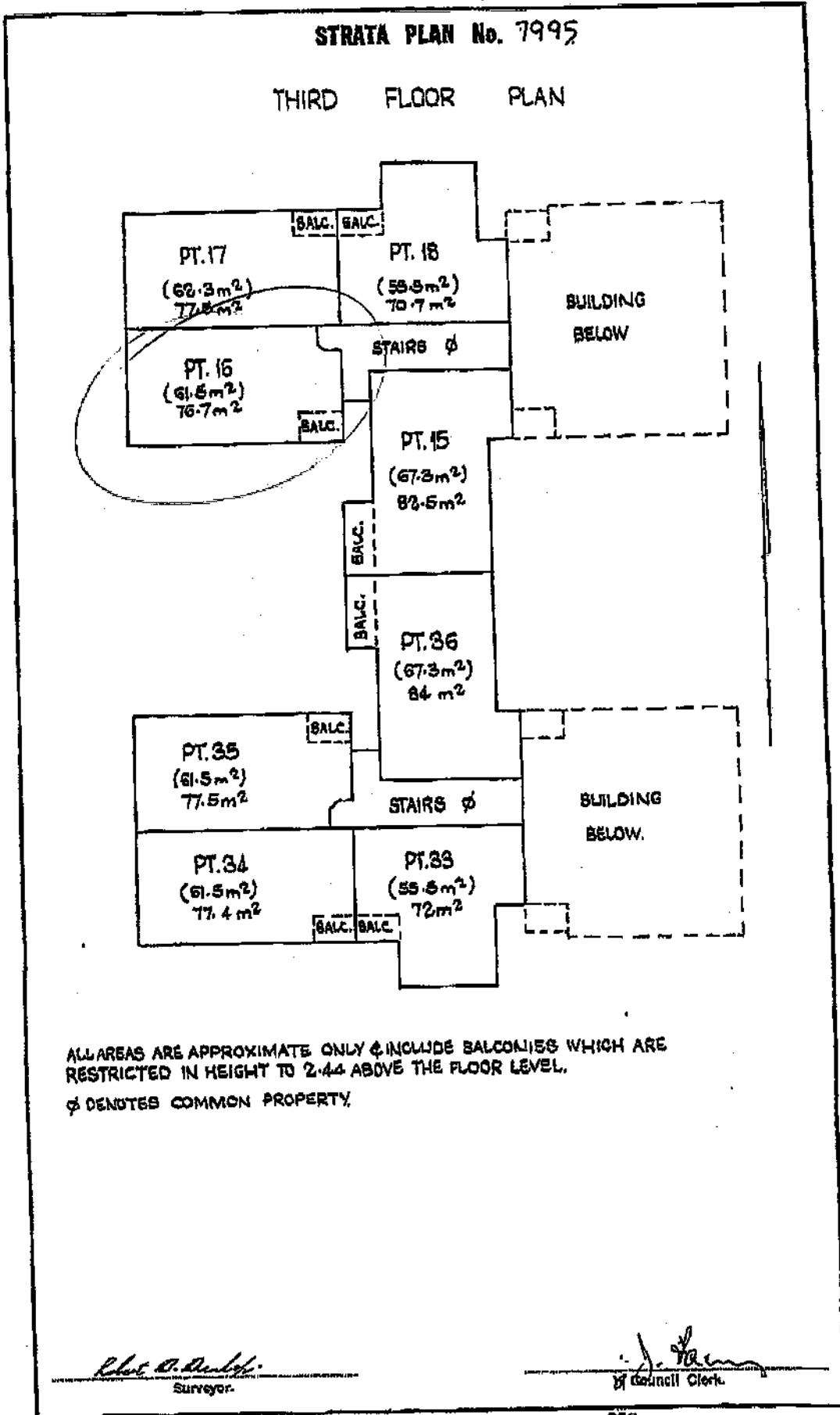
Req:R251576 /Doc:SF 0007995 P /Rev:08-Oct-2007 /Sta:SC.0K /Ert:28-Mar-2014 11:52 /Pgs:ALL /Seq:6 of 8
Ref:GLT /Src:T

SHEET No. 6 OF 7 SHEETS



Req:R251576 /Doc:SP 0007995 P /Rev:08-Oct-2007 /Sts:SC.OK /Ext:28-Mar-2014 11:52 /Rgs:ALL /Seq:7 of 8
Ref:GLJ /Src:T

SHEET No. 7 OF 7 SHEETS



Reg: 2251964 / Doc: DL N700421 / Rev: 26-May-1997 / Sts: OK, OK / Prt: 28-Mar-2014 12:25 / Pgs: ALL / Seq: 1 of 6

NP 12A



N 700421

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900

OFFICE USE ONLY

Handwritten 'AE' and '27' in a box.

The Registrar General is not responsible for the accuracy of the information provided in this memorandum.

1) Full name, address and occupation of transferee.

FINANCE FACILITIES PTY. LIMITED hereinafter referred to as the TRANSFEROR

2) If a limited company, the name of the company and all registered offices.

being registered proprietor of an estate in fee simple in the land hereinafter described, subject to the following encumbrances and interests

3) A short and full description of the land to be transferred, including the name of the transferee and the consideration to be paid.

Mortgage to Industrial Acceptance Corporation Limited No. N 474165

In consideration of ONE DOLLAR (\$ 1.00)

4) Part of the land to be transferred, the receipt whereof is hereby acknowledged, paid to the transferee by

THE PROSPECT COUNTY COUNCIL and grants hereby transfer to

5) The name, address and occupation of the transferee, and if a limited company, the name of the company and all registered offices.

THE PROSPECT COUNTY COUNCIL of 10 Smith Street, Parramatta hereinafter referred to as the TRANSFEREE

with consent of Mortgagee out of all such Estate and Interest

in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
12269	59	WHOLE	Being that area of land shown as "Proposed Easement for Electricity Purposes" on the plan annexed hereto marked with the letter "A" and being part of Lot 16 in F.F. Registered Plan (O.S.) No. 1284.	CUMBERLAND	ST. LUKE

21100 27 420 A

RULE UP ALL BLANKS

679A

Req:R251964 /Doc:DL N700421 /Rev:26-May-1997 /Sta:OK.OK /Ext:28-Mar-2014 12:25 /Eqs:ALL /Seq:4 of 6
Ref:glj /Src:T

DEPARTMENTAL USE ONLY N700421

TRANSFER *agent of contract to Electricity Supplies*

TO BE COMPLETED BY LODGING PARTY

Lodged by D. Macfarlane & Co.
Address 148-150 St. George's Road,
The Arcade, Glasgow G1 6AA
Phone No. 0141 276 1100
Documents lodged herewith

1 _____
2 _____
3 _____
4 _____
5 _____

Received Documents _____ Registrar Clerk _____

REGISTERED 6/3/1994
J. Johnston
Registrar General

AUTHORITY FOR USE OF INSTRUMENT OF TITLE
Authority is hereby given for the use of _____
(Insert reference to certificate, plan or dealing) lodged
in connection with _____ for the
(Insert number of plan or dealing)
registration of the dealing and for delivery to _____
(BLOCK LETTERS)
Signature _____
Name (BLOCK LETTERS) _____

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
(To be signed at the time of executing the within dealing)
The undersigned states that he has to his knowledge the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.
Signed at _____ City of _____ 19 _____
Signature of Attorney _____
Signature of witness _____

CERTIFICATE OF J.P. AS TAKING DECLARATION OF ATTESTING WITNESSES
I certify that _____
the attesting witness to this dealing, appeared before me at _____
on the _____ day of _____ 19 _____
and declared that he personally knew _____
the person signing the same, and whose signature therein he has attested, and that the same 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.
Signature _____
Name (BLOCK LETTERS) _____
Qualification _____

00679 A
11/1/94
Macfarlane
P.C.

D.M.P.D.

16. Copy of this instrument to be sent to the Registrar General for the Register of Deeds, Glasgow, if the instrument is to be registered in the Register of Deeds, Glasgow.

On the printed instrument, the attesting witness must sign and state the date and place of signing, and the name of the person before whom he is sworn.

Reg:2251979 /Doc:DL N715704 /Rev:09-Jul-1997 /Sta:OK.OK /Ext:28-Mar-2014 12:26 /Pg:1ALL /Seq:1 of 5
Ref:q13 /Src:T



N715704

FEB 13 PM 12 20

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY
AIE
s. R

Handwritten notes and signatures on the left margin.

(1) FINANCE FACILITIES PTY. LIMITED having its registered office at
37 York Street, Sydney
hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple^(a)
in the land hereinafter described, subject to the following encumbrances and interests

(2) Mortgage to Industrial Acceptance Corporation Limited. No. N674165

In consideration of ONE DOLLAR (\$1-00)

(the receipt whereof is hereby acknowledged), paid to the transferee by^(b)
THE COUNCIL OF THE CITY OF LIVERPOOL and grants hereby transfer^(c)

(3) THE COUNCIL OF THE CITY OF LIVERPOOL of Council Chambers, 33 Moore Street,
Liverpool
with consent of Mortgagee.
hereinafter referred to as the TRANSFEREE

out of an estate in fee simple^(d)
in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only ^(e)	County	Parish
Volume	Folio				
12269	52	PART	being those parts of Lots 1 & 2 in Deposited Plan No. 563354 respectively shown as "PROPOSED EASEMENT TO DRAIN WATER TO DRAIN WIDE" in Plan No. 563354 (which part is hereinafter called or included in the expression "the servient tenement").	CUMBERLAND	ST. LURE

Handwritten signatures and notes on the left margin.

Req: B251979 / Doc: DL N715704 / Rev: 09-Jul-1997 / Sts: OK.OK / Prt: 28-Mar-2014 12:25 / Pgs: ALL / Seq: 2 of 5
Ref: glj / Src: T


4

An easement to drain water pursuant to Schedule IV A of the Conveyancing Act 1919-1972.

6) The land on which the easement is to be exercised is the land of the grantee. The easement is to be exercised for the purpose of draining water from the land of the grantor. The easement is to be exercised in accordance with the provisions of Schedule IV A of the Conveyancing Act 1919-1972. The easement is to be exercised for the purpose of draining water from the land of the grantor. The easement is to be exercised in accordance with the provisions of Schedule IV A of the Conveyancing Act 1919-1972.

Reg:R251979 /Doc:DL N715704 /Rev:09-Jul-1997 /Sts:OK.OK /Prt:28-Mar-2014 12:26 /Egs:ALL /Seq:5 of 5
Ref:glj /Sz:IT

N715704

<p style="text-align: center; font-size: small;">DEPARTMENTAL USE ONLY</p> <p>TRANSFER <i>of part of basement to main</i> <i>(W.R.L.)</i></p>	<p style="text-align: center; font-size: small;">TO BE COMPLETED BY LODGING PARTY</p> <p>Lodged by: R. L. CHISHOLM & CO. LAW STATIONERS</p> <p>Address: 307 PITY STREET, SYDNEY</p> <p>Flats No.: _____ Documents lodged herewith</p> <p>1. _____ 2. _____ 3. _____ 4. _____ 5. _____</p> <p>Received Documents _____ Recording Clerk _____</p>
<p>Checked <i>[initials]</i> Asses <i>[initials]</i> Signed <i>[initials]</i></p>	<p style="text-align: center;">REGISTERED</p> <p style="text-align: center;"><i>43/1974.</i></p> <p style="text-align: center;"><i>Jurisdiction</i></p> <p style="text-align: center;">Registrar General</p> 
<p style="text-align: center; font-size: small;">AUTHORITY FOR THE INSTRUMENT OF TITLE</p> <p>Authority is hereby given for the use of _____ (Insert reference to certificate, grant or deed) lodged in connection with _____ of the (Insert number of plan or drawing) registration of this dealing and for delivery to _____ (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p>	
<p style="text-align: center; font-size: small;">MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY</p> <p style="text-align: center; font-size: x-small;">(To be signed on the day of executing the within dealing)</p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has had executed the within dealing.</p> <p>Signed at _____ the _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p>	
<p style="text-align: center; font-size: small;">CERTIFICATE OF J.P. OR TAKING DECLARATION OF ATTESTING WITNESS(es)</p> <p>I certify that _____ the attesting witness to this dealing, appeared before me on _____ the _____ day of _____ 19 _____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has received, and that the same 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.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p>	

To check the legal effect of this instrument, the Registrar General must be consulted. The Registrar General is not responsible for the accuracy of the information supplied by the parties to the instrument.

(c) No record shall be made of this instrument unless the Registrar General is satisfied that the instrument is a true and correct copy of the original.

W.P.D.

Req:R251988 /Doc:DL P693343 /Rev:09-Jul-1997 /Sta:FC.OK /Ext:28-Mar-2014 12:27 /Egs:ALL /Seq:1 of 9
Ref:q1j /Src:T



286 9 33 48
COPY OF Initial Period
paid on 28/3/14
6911 of
10-7-16

OFFICE USE ONLY
A/E
36

THE PROPRIETORS STRATA PLAN NO. 7999
hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple
in the land hereinafter described, subject to the following encumbrances and interests:
1. Easement for electricity purposes see No. N700421
2. Easement to drain water see No. N715704
3. Mortgage to Industrial Acceptance Corporation Limited No. M474155

In consideration of ONE DOLLAR (\$1.00)

(the receipt whereof is hereby acknowledged), paid to the transferee by THE COUNCIL OF THE CITY OF LIVERPOOL

hereby transfers and grants to
THE COUNCIL OF THE CITY OF LIVERPOOL, of Council Chambers, 33 Moorgate Street, Liverpool
hereinafter referred to as the TRANSFEREE

out of
an estate in fee simple
in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
8529	245	Part	Being that part of Lot 1 in Deposited Plan No. 563354 shown as Easement to drain water 2.44 wide in the Plan numbered 14760 and noted with the letter "A" (which part is hereinafter called or included in the expression "servient Tenement")	Cumberland	St. Luke

URGENT 8-3-14/16

May be completed on 14/3/14

FILL UP ALL BLANKS

Sheet: P251968 / Doc: DL 2692343 / Rev: 09-Jul-1997 / Sta: 14, OK / Pct: 28-Mar-2014 12:27 / Equi: ALL / Sq: 4 of 6
Ref: 013 / Sct: 7

ON FOLDING WILL LEAD TO REJECTION

1/4"

P0433/3

*OFFICE USE ONLY

PLAN OF EASEMENT TO DRAIN WATER 2'4 1/2" WIDE

Municipality
City

LIVERPOOL

Locality: LIVERPOOL

Parish: Sth LUKE

County: CUMBERLAND

Reduction Ratio: 1:400

Lengths are in metres

Geotopes:

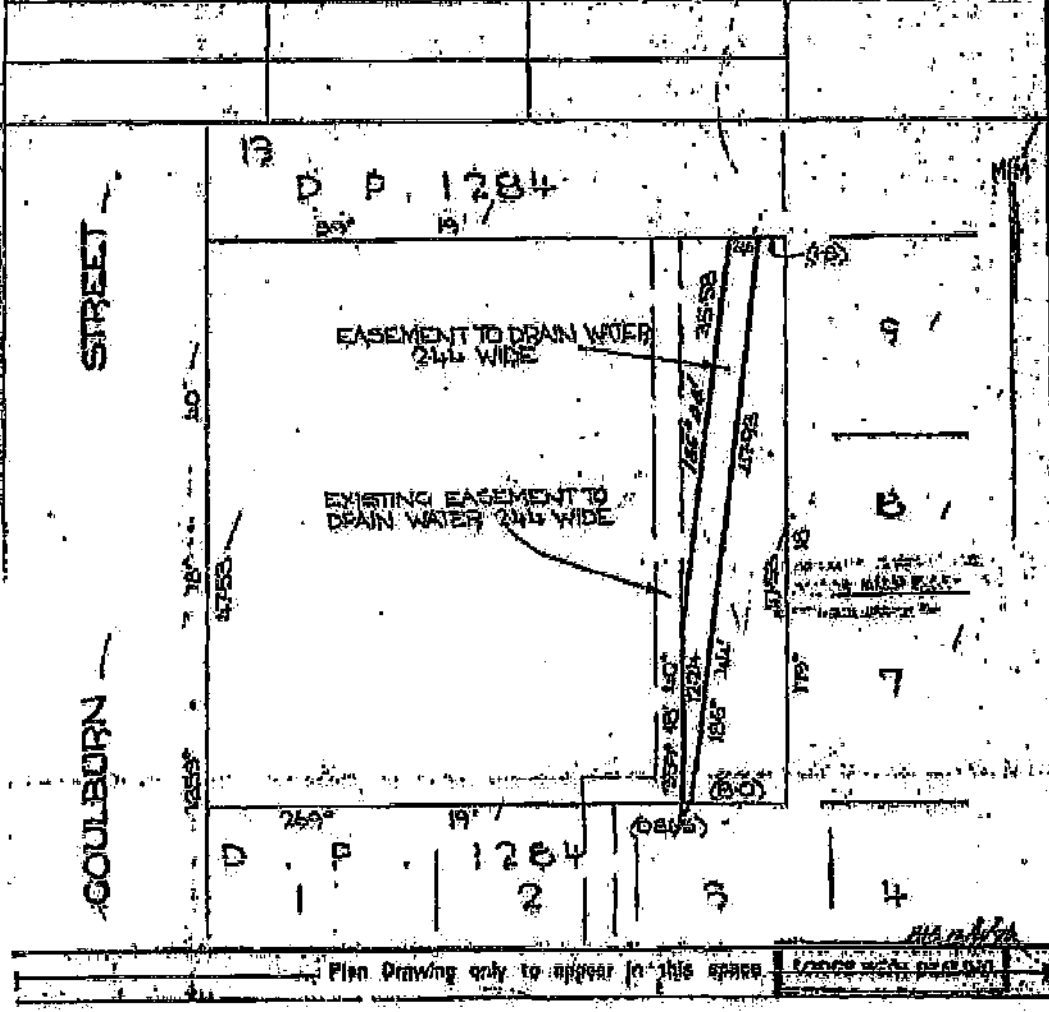
C.A.I.

Title System:

Form:

Map:

Plan:



Plan Drawing only to appear in this space

Easement to drain water

Plan Drawing only to appear in this space

Req:R251918 /Doc:DL P693343 /Rev:09-Jul-1997 /Sts:FC.OK /Prt:28-Mar-2014 12:27 /Pgs:ALL /Seq:6 of 6
Ref:glj /secret

\$258-A

DEPARTMENTAL PLAN 393

TRANSFER and Grant of Easement to
Drain Water

TO ALL COMPLETERS BY LODGING PARTY

Lodged by: **L. CHISHOLM & CO.**
LAW STATIONERS
Address: **507 FIFTY STREET,
SYDNEY**
Phone No.:
Documents lodged herewith

1. *Plan*
2. *C.T. PROD Parish Potometer Machinery*
3. *26.8.76*
4.
5.

Received Documents _____
Receiving Clerk _____

REGISTERED

17-8-1976

Jaworski
Registrar General

Industrial Acceptance Corporation as Mortgagee under Mortgage No. N474163 does hereby consent to the within Transfer and Grant of Easement to drain water to the Council of the City of Liverpool 2.44 metres wide over part of Lot 1 in D.E. 363354 being part of the land comprised in Certificate of Title Volume 8329 Folio 245 as appears on the Plan marked with the letter 'A' annexed to the within Memorandum of Transfer and Grant of Easement to drain water between the date of this plan dated *1st* day of *December* 1975.

dated this *7th* day of *January* 1976

The SPECIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was broken and by and by the proper of the person to whom the same was delivered in the presence of the Receiver of the same and the Seal is now in the hands of the Receiver of the same.

INDUSTRIAL ACCEPTANCE CORPORATION LIMITED
100, Market Street, Sydney, N.S.W.

1st day of January 1976

INDUSTRIAL ACCEPTANCE CORPORATION LIMITED
INCORPORATED IN NEW SOUTH WALES

New South Wales Member
Real Estate Industry Institute
Industrial Acceptance Corporation Limited

[Signature]
General Manager
Real Estate Industry Institute
Industrial Acceptance Corporation Limited

AUTHORITY FOR USE OF INSTRUMENT OF TITLE

Authority is hereby given for the use of _____
(Name reference to certificate, grant or deed) lodged
in connection with _____ for the
(Short number of plan or dealing)
registration of this dealing and for delivery to _____
(Full name)
Signed _____
(Name in block letters)

MEMORANDUM AS TO MANDUCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____
this _____ day of _____ 19 _____

Signature of attorney _____
Signature of witness _____

CERTIFICATE OF J.P. TAKING DECLARATION OF ATTESTING WITNESS

I certify that _____
the abovesigned witness to this dealing, appeared before me at _____
this _____ day of _____ 19 _____
and declared that he personally knew _____
the person signing the same, and whose signature should be his attested, and that the same 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.

Signature _____
(Name in block letters) _____
Qualification _____

EXTRA FEES PAID BY _____

D

Form: 1SCH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN693168M

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

(A) TORRENS TITLE	For the common property CP/SP 7995	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any STRATA ADVISORY SERVICES PO BOX 415 EPPING NSW BC 1710 Reference: B0270.1 <i>Ph: 0400250525</i>
		CODE CH

- (C) The Owners-Strata Plan No. 7995 certify that a special resolution was passed on 12/6/2018
- (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. 1-19
Added by-law No. 1-18 and SPECIAL BY-LAW 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

SEE ANNEXURE "A"

(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. 7995 was affixed on 24 July 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:

~~Signature:~~
 Name: *K. Willits* Kevin Willits
 Authority: *Director* (Strata Managing Agent)
 Signature: *[Signature]*
 Name: *D. Raihani* Daniel Raihani
 Authority: *C.E.O* (Strata Managing Agent)



Annexure A referred to In Consolidation/Change of By-Laws for Strata Scheme 7995

**PART 1
PREAMBLE**

- 1.1 Section 134 (3) of the Strata Schemes Management Act 2015 (the "Act") provides that the by-laws in force for a strata scheme that was in existence before the commencement of the Strata Schemes Management Act 1996 (the "1996 Act") (namely, 1 July 1997) are the by-laws set out in the regulation for the purpose of that section, including any changes to the by-laws made in accordance with that Act or in accordance with this Act.
- 1.2 By virtue of the registration of Strata Plan 7995 on 8TH March 1974 the strata scheme was created and a body corporate was duly constituted as the Owners Corporation.
- 1.3 Clause 35 of the Strata Schemes Management Regulation 2016 (the "2016 Regulation") provides that, for the purpose of section 134 (3) of the Act, the by-laws for a strata scheme that was in existence before the commencement of the 1996 Act are the by-laws set out in Schedule to that regulation.
- 1.4 By-Laws 1 to 19 inclusive (set out in Schedule 2 to the 2016 Regulation (the "Schedule 2 By-laws")) were the by-laws in force for the strata scheme.
- 1.5 At the annual general meeting of the Owners Corporation held on 12th June 2018, it was specially resolved to repeal the Schedule 2 By-laws.
- 1.6 At the same meeting it was specially resolved to adopt the model by-laws set out in Schedule 3 to the 2016 Regulation (the "2016 Model By-Laws"). Option A for the keeping of animals and option A for smoking were selected, respectively.
- 1.7 In addition, at the annual general meeting, the Owners Corporation resolved to make a new by-law, being special by-law 1, adding to the by-laws applicable to the strata scheme. The by-law related to a past and future works approval programme.
- 1.8 The 2016 Model By-laws and special by-law 1 are the by-laws in force for the strata scheme.

**PART 2
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**PART 3
BY-LAWS**

1. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2. Changes to common property

- 1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) Any locking or other safety device for protection of the owner's lot, against intruders or to improve safety within the owner's lot, or
 - (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.
- 2) 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.
- 3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that service the lot.

3. Damage to lawns and plants on common property

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

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

4. Obstruction of common property

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

5. Keeping of animals

- 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 in the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6. Noise

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

7. Behaviour of owners, occupiers and invitees

- 1) An owner or occupier of a lot, or invitee of 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 any other lot or to any person lawfully using common property.
- 2) An owner or occupier of a lot must take all responsible steps to ensure that invitees of the owner or occupier:
 - (a) Do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of any other lot or any person lawfully using common property, and

(b) Without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

- 1) Any children for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area for swimming while under adult supervision.
- 2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke penetration

- 1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 2) 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.

10. Preservation of fire safety

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

11. Storage of inflammable liquids and other substances and materials

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

12. Appearance of lot

- 1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13. Cleaning windows and doors

- 1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14. Hanging out of washing

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- 3) In this by-law:

Washing includes any clothing, towel, bedding or other article of similar type.

15. Disposal of waste – bins for individual lots [applicable where individual lots have bins]

- 1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.
- 2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposal nappy).
- 3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owner corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- 4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry conditions and appropriately covered.
- 5) An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- 6) An owner or occupier of a lot must place the bins within the area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- 7) An owner or occupier of a lot must notify the local council of any loss of, damage to, bins provided by the local council for waste.
- 8) The owners corporation may give directions for the purpose of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- 9) In this by-law:

Bin includes any receptacle for waste.

Waste includes garbage and recyclable material

16. Disposal of waste – shared bins [applicable where bins are shared by lots]

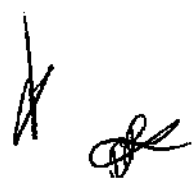
- 1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- 2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- 3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- 4) The owners corporation may give directions for the purpose of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- 5) In this by-law:
Bin includes receptacle for waste
Waste includes garbage and recyclable material.

17. Change in use or occupation of lot to be notified

- 1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- 2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change 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),
 - (b) a change to the use of a lot for short-term or holiday letting.
- 3) The notice must be given in writing at least 21 days before the change or a lease or sublease commence.

18. Compliance with planning and other requirements

- 1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



SPECIAL BY-LAW NO 1 PAST AND FUTURE WORKS APPROVAL PROGRAMME

PART 1

PREAMBLE

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 to the Act.
- 1.2 It is made in relation to the management, administration, control, use of enjoyment of the lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to provide a programme seeking of approval from the Owners Corporation:
 - (a) to carry out Works;
 - (b) to consent to Works which have previously been effected in a Lot or on common property.
- 1.4 The Owners Corporation will delegate to the Strata Committee the function of considering an application for Works. Subsequently, it will determine whether the Works are:
 - (a) Future Major Renovations;
 - (b) Future Minor Works;
 - (c) Past Major Works;
 - (d) Future Minor Renovations; or
 - (e) Past Minor Renovations.
- 1.5 Pursuant to the delegation in clause 1.4, the Strata Committee may approve an application for Minor Renovations.
- 1.6 Upon a determination by the Strata Committee that the Works are Past Major Works or Future Major Works, the Owner must submit an appropriate by-law to the Owners Corporation to be made.
- 1.7 Upon a determination by the Strata Committee that the works are Part Minor Renovations or Future Minor Renovations, the Owners Corporation may require the Owners to submit an appropriate by-law to it.
- 1.8 Appropriate forms of the by-laws which may be submitted are attached to this by-law.
- 1.9 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to section 136 of the Act.

PART 2

DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Application Form** means the forms attached at **Annexure "A" (FUTURE WORKS)** or **Annexure "B" (PAST WORKS)** or as the strata committee may otherwise approve from time to time.
- (c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.

- (d) **Building** means the building situated at 12-16 Goulburn Street, Liverpool.
- (e) **Cosmetic Works** means:
 - (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
 - (ii) installing or replacing handrails,
 - (iii) painting,
 - (iv) filling minor holes and cracks in internal walls,
 - (v) laying carpet,
 - (vi) installing or replacing built – in wardrobes,
 - (vii) installing or replacing internal blinds and curtains,
 - (viii) any other work described or referred in the Act or prescribed by the Regulation.
- (f) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (g) **Future Major Works** means Major Works which are to be carried out in the future.
- (h) **Future Minor Renovations** means Minor Renovations which are to be carried out in the future.
- (i) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (j) **Major works** means work including structural changes, work that changes the external appearance of a Lot, including the installation of an external access ramp, work including involving waterproofing, work for which consent or another approval is required under any other act or regulation. and any other works that are not Cosmetic Works or Minor Renovations.
- (k) **Minor Renovations** means:
 - (i) renovating a kitchen,
 - (ii) changing recessed light fittings,
 - (iii) installing or replacing wood or other hard floors,
 - (iv) installing or replacing wiring or cabling or power or access points,
 - (v) work involving reconfiguring walls,
 - (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vii) installing a rainwater tank,
 - (viii) installing a clothesline,
 - (ix) installing a reversible cycle split system air conditioner,

- (x) installing double or triple glazed windows,
- (xi) installing a heat pump,
- (xii) installing ceiling insulation,
- (xiii) installing false ceilings.
- (l) Lot means any lot in strata plan 7995.
- (m) Owner means the owner of the Lot.
- (n) Owners Corporation means the body corporate constituted by the registration of strata plan 7995.
- (o) Past Major Works means Major Works which have been carried out in the past, works that require penetration to or removal of common property floors, walls and ceilings including works of a structural nature, works involving waterproofing, works that changes the external appearance of a lot, including the installation of an external areas ramp, the installation of air-conditioning, (where not classified as Minor renovations), hot water systems, security/alarm systems, shutters and any additions to the common property, for example, pergolas and vergolas, whirly birds, solar panels, skylights and satellite dishes, television cables and antennae (and which are not Past Minor Works).
- (p) Past Minor Renovations means Minor Renovations which have been carried out in the past.
- (q) Past Minor Works means works that did not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting and replacing carpet but do not include Minor Renovations.
- (r) Past Works means Past Major Works or Past Minor Works carried out to Lot and common property without prior written approval by the Owners Corporation.
- (s) Regulation means the Strata Schemes Management Regulation 2016.
- (t) Strata Committee means the strata committee appointed by the Owners Corporation in accordance with the Act.
- (u) Strata Plan means strata plan 7995 registered on 8th March 1974.
- (v) Strata Scheme means the strata scheme created by the registration of the Strata Plan.
- (w) Works means Major Works or Minor Renovations to be carried out to Lot and common property and include future and past Works.

2.2 Interpretation

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the Strata Committee or any person authorized by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;

- (g) to the extent of any inconsistency between the by-laws in force for Strata Plan 7995 and this by-law, the provisions of this by-law shall prevail.

2.3.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

CONDITIONS

3.1 Strata Committee Approval

An Owner must submit a duly completed Application Form to the Strata Committee for any Works to be carried out or has been carried out.

3.2 Works

- (a) Upon receipt of the Application Form for Future Works, the strata committee shall determine whether the Works are Future Minor Renovations, Future Major Works or Past Works. In order to make such determination, the Strata Committee may request the Owner to provide additional detail of the Works, including plans, specifications and engineer's report or certification.
- (b) The Strata Committee shall inform the Owner of the determination in writing.

3.3 Cosmetic Works

- (a) Subject to paragraph (b) of this clause, an Owner may carry out Cosmetic Works without the approval of the Owners Corporation;
- (b) If the Cosmetic Works affect the common property or the amenity of the Building or concerns or impacts upon the appearance of the Building, including but not limited to a breach of by-law 1, then the Owner must inform the Owners Corporation in writing of the nature of the works being carried out.
- (c) When carrying out Cosmetic Works, an Owner must ensure that any damage caused to any part of the common property by the performance of those works by or on behalf of the Owner is repaired and that such work or any repairs are carried out in a competent and proper manner.

3.4 Minor Renovations

The provisions of this clause 3.4, unless otherwise stated, shall apply to Future Minor Renovations.

3.4.1 Delegation to Strata Committee

- (a) Notwithstanding the provisions of section 110(1) of the Act, the Owners Corporation delegates to the Strata Committee the power and authority to approve an application by an Owner to carry out Minor Renovations in a Lot and adjacent common property.
- (b) An application by an Owner must comply with the provisions of clause 3.4.2(a) hereof.
- (c) An Owner must not carry out Minor Renovations without either the approval of the Strata Committee or the Owners Corporation.
- (d) Notwithstanding clause 3.4.1(c) if the works are past Minor Renovations then clause 3.5 shall apply.

3.4.2 Strata Committee Approval

- (a) Before commencing the Minor Renovations and obtaining the approval of the Strata Committee, an Owner must submit a completed Application Form in relation to Future Works to the Strata Committee, which must include the following:
 - (i) details of work, including copies of any plans;
 - (ii) duration and times of the work;
 - (iii) details of the persons carrying out the work, including qualifications to carry out the work; and
 - (iv) arrangements to manage any resulting rubbish or debris.
- (b) An Owner must ensure that:
 - (i) any damage caused to any part of the common property by the carrying out of Minor Renovations by or on behalf of the Owner is repaired; and
 - (ii) the Minor Renovations and any repairs are carried out in a competent and proper manner.
- (c) For the purposes of clause 3.4.2(a), an application for approval for the carrying out of Minor Renovations will not apply to the following work:
 - (i) work that consists of Cosmetic Work for the purposes of section 109;
 - (ii) work involving structural changes;
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iv) work involving waterproofing;
 - (v) work for which consent or another approval is required under any other Act;
 - (vi) work that is authorised by a by-law made under this Part of a common property rights by-law; and
 - (vii) any other work prescribed by the Regulation for the purposes of section 110 of the Act.
- (d) In considering an application for the carrying out of Minor Renovations, the Strata Committee may request that the Owner provide additional information. In the event that it makes such request it shall specify what information must be supplied.

3.4.3 Approval of Application

- (a) The Strata Committee may approve or reject an application.
- (b) In approving an application, the Strata Committee may impose reasonable conditions for the carrying out of the work.
- (c) If it approves an application, it must inform the Owner in writing of such approval within seven (7) days of the making of the decision.
- (d) Upon approval of an application the Owner may carry out the Minor Renovation subject to any conditions which may have been imposed.

3.4.4 Rejection of Application

- (a) If it rejects the application, it may refer it to a general meeting of the Owners Corporation for its consideration.
- (b) In rejecting the application, it may request that the Owner submit a by-law to the Owners Corporation in accordance with section 143 of the Act.
- (c) If the Strata Committee requests that the Owner submits a by-law to the Owners Corporation then the provisions of clauses 3.6(a)(ii) and (iii).

3.5 Past Minor Renovations

The provisions of this clause 3.5, unless otherwise stated, shall apply to Past Minor Renovations.

3.5.1 Delegation to Strata Committee

- (a) Notwithstanding the provisions of section 110(1) of the Act, the Owners Corporation delegates to the Strata Committee the power and authority to approve an application by an Owner who has carried out Minor Renovations in a Lot and adjacent common property.
- (b) An application by an Owner must comply with the provisions of clause 3.5.2 hereof.

3.5.2 Strata Committee Approval

- (a) An owner must submit a completed Application Form in relation to Past Works to the Strata Committee, which must include the following:
 - (i) details of work, including copies of any plans; and
 - (ii) any other information requested by the Strata Committee, including the matters referred to in clause 3.10(b).
- (b) The Strata Committee may approve or reject an application.
- (c) If it approves an application, it must inform the Owner of such approval in writing within seven (7) days of the making of the decision.
- (d) The Strata Committee may impose further conditions relating to the retention of the Minor Renovations.
- (e) If it rejects an application, it may refer it to a general meeting of the Owners Corporation for its consideration.
- (f) In rejecting an application, it may request that the Owner to submit a by-law to the Owners Corporation in accordance with section 143 of the Act.
- (g) If the Strata Committee requests that the Owner submits a by-law to the Owners Corporation then the provisions of clause 3.11 shall apply notwithstanding reference in that clause to Past Major Works.

3.6 Future Major Works

- (a) If the Strata Committee determines that works to be carried out are Future Major Works, the Owner must:
 - (i) submit a complete proposal concerning the Future Major Works including but not limited to:
 - (A) plans and specifications of the proposed works;
 - (B) specifications for any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (C) a diagram depicting the location of or proposed installation points of all parts of the Future Major Works;
 - (D) engineering plans and certifications if requested by the Strata Committee and/or the Owners Corporation;
 - (E) any necessary approvals/consents/permits from any Authority; and
 - (F) a report from an engineer nominated by the Strata Committee and/or the Owners Corporation concerning the impact of the Future Major Works on the structural integrity of the Building and Lot and common property (if required);
 - (ii) prepare and submit to the Owners Corporation:
 - (A) a new by-law under the Act, to amend the definition of "Works", "Lot" and include a new definition of "Plans" to cover the specific scope of the works to

be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privileges; and

- (B) the Owner's written consent to:
 - (I) the making of the by-law; and
 - (II) be responsible for the proper maintenance, repair and replacement of the Future Major Works,
- (C) other Owners' written consents to the making of the by-law, if required,

such by-law attached at Annexure "C" (Future Works By-Law) and form of consent attached at Annexure "E" (Consent) need to be prepared substantially and to be considered at a general meeting of the Owners Corporation;

- (iii) pay for all costs of the Owners Corporation including:
 - (A) legal fees for reviewing the proposal;
 - (B) fees for convening any meeting to consider the proposal;
 - (C) any other reasonable fees required to consider the proposal including, but not limited to, strata management or engineering fees; and
 - (D) registration fees for the by-law contemplated in clause 3.2.3(a)(ii);
 - (E) if requested, a dilapidation report prepared by a structural engineer having reviewed the Future Major Works in relation to any area of the Building (including any lot and common property) that may be affected by the Future Major Works. The dilapidation report must be in writing and shall include photographs of the relevant areas; and
 - (F) obtain written consent to the date for the commencement of the Future Major Works from the Strata Committee upon satisfaction of its obligations in clause 3.6(a) above. For clarity, no Future Major Works may be commenced unless and until the by-law referred to in clause 3.6(a)(i) is passed by special resolution at a duly convened general meeting of the Owners Corporation; and
- (b) Upon receipt of a by-law under clause 3.6(a)(ii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law. Such conditions to include, but not limited to, those set out in clauses 3.7 to 3.9 (inclusive) and 3.12 to 3.18 (inclusive).

3.7 Notice

At least two (2) days prior to the commencement of the Works or any aspect of the Works, the Owner shall make arrangements with the strata managing agent of Strata Committee regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
- (b) the suitable times and method for contractors to park their vehicles on common property while the Works are being conducted.

3.8 During construction

While the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current National Construction Code and Australian Standards;

- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours permitted by local council. No Works are to be carried out on a Sunday or a public holiday unless they are silent works (for example, painting);
- (e) transport all construction materials, equipment and debris as reasonably direction by the Owners Corporation;
- (f) not allow tradespersons and contractors at any time to park on common property without the prior written approval of the strata managing agent or Strata Committee;
- (g) not allow waste bins or skips to be placed on or near the common property without the prior written approval of the strata manager;
- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (i) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) provide to the strata managing agent or Strata Committee at least forty-eight (48) hours prior written notice of any noisy works (e.g. jackhammering, the use of any pneumatic, rotary or power-actuated tools);
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation. It is acknowledged that more than one inspection may be required;
- (m) effect and maintain Insurance;
- (n) observe all the other by-laws in force for the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the written consent of the Owners Corporation.

3.9 After construction

- (a) After the Works have been completed the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the Works have been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
 - (iii) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
 - (iv) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - (v) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
 - (vi) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consent provided pursuant to this by-law.

- (b) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.9(a)(i)-(iv) immediately above have been complied with.

3.10 Past Works

- (a) If any works have been carried in a Lot or adjacent to a Lot by an Owner or a previous Owner, the Owner must lodge a completed Application Form for Past Works attached at Annexure "B". The form must include in detail the works which have been undertaken.
- (b) Upon receipt of the Past Works Application Form, the Strata Committee shall determine whether the works are Past Minor Renovations or Past Major Works. In order to make such determination, the Strata Committee may request the Owner to provide additional detail of the works carried out, including plans, specifications and engineer's report or certification, or any other information or report as it deems appropriate.
- (c) The Strata Committee shall inform the Owner of the determination in writing.
- (d) If the Strata Committee determines the works to be Past Minor Renovations, then the provisions of clause 3.5 shall apply.

3.11 Past Major Works

- (a) If the Strata Committee determines the works are Past Major Works, the Owner must prepare and submit to the Owners Corporation:
 - (i) a new by-law under the Act, to amend the definition of "Past Works", "Lot", and include a new definition of "Plans" to cover the specific scope of works carried out and Part 1 to confer rights of exclusive use and enjoyment and special privileges; and
- (b) the Owner's written consent to:
 - (i) the making of the by-law; and
 - (ii) be responsible for the proper maintenance, repair and replacement of the Past Works from the date the by-law contemplated in clause 3.11(a)(i) of this by-law is registered.
- (c) Such Past Works by-law attached at Annexure "D" and form of consent attached at Annexure "E" must be substantially prepared and considered at a general meeting of the Owners Corporation.

3.12 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) relating to fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (d) relating to air-conditioning, must have a new condenser unit (external) that:
 - (i) is mounted on vibration pads in a location so as to minimize noise and vibration;
 - (ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation or the Strata Committee);
 - (iii) has an acceptable sound rating as specified by the Owners Corporation or the Strata Committee in writing, such rating not to exceed the original specifications in respect of the Building; and

h 

- (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
 - (v) is not visible from the street; and
 - (vi) is not installed through or attached to windows;
- (e) relating to hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation or Strata Committee from time to time and must not have a weighted standardized impact sound pressure level exceeding rating 35 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

3.13 Statutory and other requirements

3.13.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws in force for the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.13.2 The Works must:

- (a) be carried with due care and skill and in accordance with the plans and specifications set out in the contract; and
- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.14 Enduring rights and obligations

3.14.1 An Owner must:

- (a) not carry out any alterations or additions or do any works other than the Works approved by the Owners Corporation or Strata Committee (when relevant);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good the damage immediately after it has occurred;
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and



- (i) without derogating from the generality of clause (h) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of this clause 3.14.

3.14.2 If the dilapidation report referred to in 3.6(a)(iii)(E) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lot.

3.15 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (a) request, in writing, that the Owner complies with the terms of it. The notice shall specify the nature of the non-compliance with the obligation;
- (b) if the Owner fails to comply with the request made pursuant to clause 3.15(a) within seven (7) days from the date of the receipt of the request, by its agents, employees and contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (d) recover any costs from the Owner as a debt due.

3.16 Essential Works

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the Owner or occupier (emergencies excepted).

3.17 Ownership of Works

The Works will always remain the property of the respective Owner.

3.18 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

"Annexure C – FUTURE WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, THAT The Owners – Strata Plan No. 7995 (the "Owners Corporation") SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* (the "Act") for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, THAT the Owners Corporation SPECIALLY RESOLVES pursuant to sections 141 and 143 of the Act to make a by-law adding to the by-laws in force for the strata scheme in the following terms:

SPECIAL BY-LAW NO 1

Works Lot < >

PART 1

CONFERRAL OF RIGHT

1.1 Notwithstanding anything contained in any by-law in force for the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost) and to retain the Owner's fixture and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2, 3.2 and 3.4 to 3.10 (inclusive) of Special By-Law No. 1 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of the Special By-Law 1, the following definitions are also adopted:

(a) "Future Major Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:

(i) _____; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "Lot" means _____ in strata plan 7995.

(c) "Plans" means the plans/drawing prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

Annexure "D - PAST WORKS"

MOTION < >

THAT The Owners - Strata Plan No. 7995 (the "Owners Corporation") SPECIALLY RESOLVES pursuant to section 106(3) of the Strata Schemes Management Act 2015 (the "Act") THAT:

- (a) it is inappropriate to maintain, renew, replace or repair the works the subject of the succeeding by-law (as set out in the following motion); and
- (b) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

MOTION < >

THAT The Owners Corporation SPECIALLY RESOLVES pursuant to sections 141 and 143 of the Act to make a by-law adding to the by-laws in force for the strata scheme on the following terms:

SPECIAL BY-LAW NO 1

Past Works Lot < >

PART 1

CONFERRAL OF RIGHT

- 1.1 This by-law is made under the provisions of Division 3 of Part 7 to the Strata Schemes Management Act 2015.
 - 1.1.1 The by-law relates to lot ____ in the strata scheme.
 - 1.1.2 The Owner of lot ____ has previously carried out the Past Works.
 - 1.1.3 The intended effect and purpose of this by-law is to:
 - (a) permit the Owner of lot ____ to retain the Past Major Works; and
 - (b) to confer a right of exclusive use and enjoyment, and special privileges, in respect of the common property concerned or affected by the Past Works.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
 - (a) **Act** means the Strata Schemes Management Act 2015.
 - (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (c) **Building** means the building situated 12-16 Goulburn Street, Liverpool.
 - (d) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
 - (e) **Lot** means lot ____ in strata plan 7995.
 - (f) **Past Works** means the works to the Lot and the common property carried out as shown on the Plan.
 - (g) **Plan** means the plans and/or drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

- (h) **Owner** means the owner(s) of the Lot.
- (i) **Owners Corporation** means the body corporate constituted by the registration of strata plan 7995.
- (j) **Works** means Past Minor Renovations and/or Past Major Works.

PART 3

APPLICATION OF SPECIAL BY-LAW

- 3.1 The provisions of 2.2 and 3.3 to 3.10 (inclusive) of Special By-Law No. 1 are adopted for the purposes of this by-law.



Annexure "E"

**CONSENT UNDER SECTION 143(1)
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 7995**

TO: The Registrar-General
NSW Land Registry Services
Queens Square
SYDNEY NSW 2000

I/We, _____, CONSENT to the making of a by-law conferring rights over the common property for the Works or Past Works carried out or to be carried out by me/us as the owner/s of lot _____ in our strata scheme and imposing on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on _____ or any adjournment of that meeting.

Dated:

Signature of _____

Owner of Lot _____

cc. The Owners – Strata Plan No. 7995

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Ref.: JK/KANTILAFITIS:75116
Ppty: 10371

Cert. No.: 3739

Applicant:
MR J KHOURY
777 NEW CANTERBURY RD
DULWICH HILL NSW 2203

Receipt No.: 4161734
Receipt Amt.: 53.00
Date: 13-Feb-2019

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

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

Legal Description: LOT 16 SP 7995

Street Address: 16/ 12 GOULBURN STREET, WARWICK FARM NSW 2170

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

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Affordable Rental Housing) 2009

SEPP No. 19 – Bushland in Urban Areas

SEPP No. 21 – Caravan Parks

SEPP No. 30 – Intensive Agriculture

SEPP No. 44 – Koala Habitat Protection

SEPP (Exempt and Complying Development Codes) 2008

SEPP No. 64 – Advertising and Signage

SEPP (Housing for Seniors or People with a Disability) 2004

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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



Liverpool DCP 2008

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

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

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

R4 High Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

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

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

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

No

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



No

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

No

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

No

3. Complying development

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

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Low Rise Medium Density Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	



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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection



services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No



Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008.
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No



9. Contribution Plans

Liverpool Contributions Plan 2007 - Liverpool City Centre

9A. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

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



No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

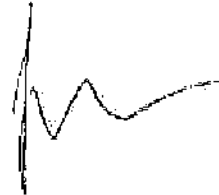
No

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

No

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





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

**Kiersten Fishburn
Chief Executive Officer
Liverpool City Council**

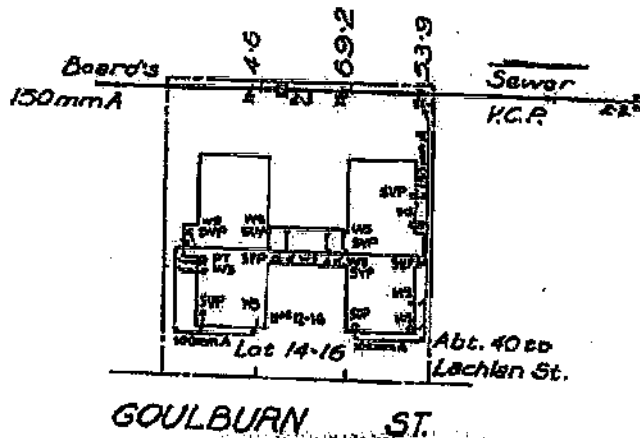


- Boundary Trap
- ⊙ Inspection Shaft
- Pit
- ⊞ GI Grease Interceptor
- ⊞ Gully
- ⊞ PT P Trap

- SYMBOLS AND ABBREVIATIONS**
- RV Reflex Valve
 - CE Cleaning Eye
 - OVER Vertical Pipe
 - VP Vent Pipe
 - SVVP So. l Vent Pipe
 - DCO Down Cast Cowl
 - IP Induct Pipe
 - MF Mice Flap
 - T Tube
 - KS Kitchen Sink
 - WC Water Closet
 - BW Bath Waste

- BS Basin
- SH Shower
- WIP Wrought Iron Pipe
- CIP Cast Iron Pipe
- FW Floor Waste
- WM Washing Machine

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



S

GOULBURN ST.

RATE No. _____ W.C. No. _____
 SHEET No. 2468 U.C.S.

Scale 1:1000

For House Services Engineer

W.C. Bth. Shr. Bsn. K.S. T. Pip. Age. Int. ge. Ext.	DRAINAGE		BRANCH OFFICE		PLUMBING	
	Supervised by	Date	Date	Outfall	Supervised by	Date
	Inspector			HL LL	Inspector	
	Examined by		Drafter			
	Chief Inspector		Plumber			
	Tracing Checked		Boundary Trap if not required			
					183-445 190-620 216-745 1317 068	

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

