

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	Stone Real Estate Shop 7/160 Maroubra Road, Maroubra, NSW, 2035	phone: 0421 032 760 email: ivangunawan@stonerealestate.com.au

**co-agent**

**vendor** Rosalie Dela Torre  
20 Upper Cliff Road, Northwood, NSW 2066

<b>vendor's solicitor</b>	Newhouse & Arnold Solicitors Suite 105, 55 Lavender Street, Milsons Point, NSW, 2061	<b>phone:</b> 02 9922 1100 <b>email:</b> david@newhousearnold.com.au <b>ref:</b> 111919
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**date for completion** 42 days after the contract date (clause 15)

**land (address, plan details and title reference)** Unit 25 5 GRACE CAMPBELL CRES HILLSDALE NSW 2036  
LOT 25 STRATA PLAN SP3078  
Folio Identifier 25/SP3078

**improvements**  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

**attached copies**  documents in the List of Documents as marked or as numbered:  
 other documents:

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

**inclusions**

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

**exclusions**

**purchaser**

**purchaser's solicitor**

**price deposit balance** \_\_\_\_\_ (10% of the price, unless otherwise stated)

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

**14 Adjustments**

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

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

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 25, 5 GRACE CAMPBELL CRES HILLSDALE NSW  
2036

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## 1. Conditions of sale of land by auction

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- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.
- (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 bidding on their own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer, the purchaser must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

- (i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.
- (j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.
- (k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (l) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
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- (o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.
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**SECTION 66W CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_, Solicitor, certify as follows:

1. I am a Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **25/5 Grace Campbell Crescent, Hillsdale**, from **Rosalie Dela Torre** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Rosalie Dela Torre** and am not employed in the legal practice of a solicitor acting for **Rosalie Dela Torre** nor am I a member or employee of a firm of which a solicitor acting for **Rosalie Dela Torre** is a member or employee; and
4. I have explained to \_\_\_\_\_:
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

## **AMENDMENTS TO PRINTED FORM OF CONTRACT AND SPECIAL CONDITIONS**

### ***Amendments to Printed Form***

33. This contract shall be amended by
- 33.1 the definition of "bank" in clause 1 is amended by deleting the words "a building society or a credit union".
  - 33.2 deleting clause 23.14;
  - 33.3 inserting the words "state of repair or absence" before the words "of any fence" in clause 10.1.1;
  - 33.5 substituting:
    - (i) "0.1%" in place of "5%" and "10%" in clauses 7.1.1 and 7.2.1 respectively;
    - (ii) the word "substance" with the word "existence" in Clause 10.1.9; and
    - (iii) clause 14.4.2. with "The amount to be adjusted for land tax is the amount actually assessed in respect of the land by virtue of the ownership of the land by the Vendor"
    - (iv) "purchaser" in place of "vendor" in clause 23.13
    - (v) Clause 23.6.1: is deleted and replaced with 'the Vendor is liable for all payments due prior to the contract date'
    - (vi) Clause 23.6.2 is deleted and replaced with 'the Purchaser is liable for all payments due on or after the contract date'
    - (vii) Clause 23.13 to 23.15 are deleted and the following paragraph inserted in lieu thereof: "The vendor need not supply to the purchaser a certificate under Section 184 of the Strata Schemes Management Act 2015 ("certificate"). The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the Vendor's conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate. In the event that the information certificate is not provided 5 business days before completion, and the Vendor obtains its own certificate, the Purchaser agrees to reimburse any costs for obtaining the certificate and pay a fee of \$330 as compensation to the vendor for additional legal costs incurred to apply for the certificate."
    - (viii) Clause 25.2 is deleted
    - (ix) Clause 31.2 is amended by deleting "5" and replacing it with "2"

### ***Interpretation***

34. Headings are for ease of reference only and do not affect the interpretation of this contract.
35. If there is any inconsistency between these special conditions and the printed conditions or any annexure to this contract these special conditions apply.
36. Each clause and subclause of these conditions of this contract are severable from each other clause and subclause and if for any reason any clause or subclause is invalid or unenforceable that cannot prejudice or in any way affect the validity or enforceability of any other clause or subclause.

37. These special conditions form part of this contract and shall not be read or applied so as to purport to exclude, modify or restrict or have the effect of excluding, modifying or restricting the application of all or any of the provisions of s52A of the Conveyancing Act 1919 or the Conveyancing (Sale of Land) Regulation 2017 or right arising therefrom.
38. The words "includes or including" in any form are not to be taken as a limitation. This contract represents the entire agreement between the Vendor and the Purchaser.
39. A party that is a trustee is bound both personally and in its capacity as a trustee.

### ***Non-merger***

40. Rights under this contract which can apply after completion continue to apply after completion.

### ***Completion***

- 41.1. Completion of this contract shall take place at the Vendors' solicitor or the office of the Vendor's mortgagee or as the Vendor may nominate.
- 41.2. If the purchaser requests the Vendor to complete the Contract at a location other than the location nominated by the Vendor (pursuant to clause 41.1) and the Vendor in its absolute discretion agrees to do so, then a completion fee of one hundred and ten dollars (\$110) inclusive of GST is to be allowed in the settlement adjustments. The purchaser shall also allow an additional completion fee for every abortive attendance to complete where the failure or omission on the part of the purchaser or their agent. The payment of a completion fees shall be an essential term of this contract.
- 41.3 If the purchaser request the vendor to complete the contract at a location other than the location nominated by the Vendor (pursuant to clause 41.1) and if the vendor incurs any additional fees in accommodating the request of the purchaser, then in addition to the completion fees referred herein, the purchaser shall reimburse to the vendor any such additional fees. The payment of a completion fees shall be an essential term of this contract.

### ***Late Completion***

42. It is an essential term of this contract that, if completion does not take place by 5:00pm on the completion date then:
  - 42.1 **(notices to complete)** for the purposes of clause 15, either party may make time of the essence of this contract in the terms of the notice by serving the other party at any time after the completion date a notice requiring completion no later than 5:00pm on a business day not less than 14 days after service of that notice and the party who issues a notice may revoke or withdraw it at any time. The Vendor may serve a Notice to Complete on the Purchaser despite the fact that, at the time the notice is issued or at any time after the notice is issued, there is a charge on the Property for any rate, tax or outgoing. If the Vendor issues a Notice to Complete, then the Purchaser will pay the Vendor's legal costs of \$500.00 plus GST incurred in the preparation and service of such notice. It is an essential provision of this Contract that the costs be paid on completion;
  - 42.2 **(interest)** in addition to the purchase price and any other money payable to the Vendor on completion, the Purchaser must pay to the Vendor on completion interest on the balance of the purchase price and any other monies payable under

this contract, at the rate of 10% per annum calculated from and including the completion date. Interest is payable up to but not including the date completion actually takes place. Interest paid under to this clause is a genuine pre-estimate of the Vendor's loss should the Purchaser fail to complete in accordance with this contract. The right to interest is in addition to any other rights that the Vendor may have. The Purchaser need not pay interest under this clause only for so long as the Purchaser's failure to complete is caused solely by the Vendor;

- 42.3 (**adjustments**) despite any other provision of this contract, the date on which the calculation of adjustments for rates, taxes and outgoings (but not rents or other income) between the parties is to be based is the earlier of the completion date or the date on which completion actually takes place; and
- 42.4 (**obligation to complete**) the Vendor is not obliged to complete unless the amounts referred to in this clause are paid. Death, Liquidation, Etc.
43. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, it is agreed that if either party:
- 43.1 (**corporations**) being a corporation, resolves to go into liquidation or has a petition for the winding up presented or if any liquidator, provisional liquidator, administrator, receiver, receiver and manager or official manager is appointed in respect of either party or if a party a bankruptcy petition presented against them or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the other party may by notice in writing to that party or his Solicitors terminate this contract; or
- 43.2 (**natural persons**) being natural person(s), dies or becomes mentally ill the other party may by notice in writing to the other party or his Solicitors rescind this contract or if a party a bankruptcy petition presented against them or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the other party may by notice in writing to that party or his Solicitors terminate this contract.

### ***Purchaser's Promises***

44. The Purchaser acknowledges and warrants that:
- 44.1 (**inspections and inquiries**) the Purchaser is purchasing the property as a result of the Purchaser's own inspection and enquiries and, if the improvements on the property have been completed, in their present condition and state of repair and subject to all faults and defects both latent and patent; and
- 44.2 (**warranties and representations**) the Vendor has not nor has anyone on the Vendor's behalf made any warranty or representation in respect of the property including without limitation; its state of repair, its fitness or suitability for any use, any rights or privileges relating to the property, any financial return to be derived from the property, the neighbourhood, or any improvements erected or to be erected on the property that are not specifically mentioned in this contract;
- 44.3 (**consents**) the Purchaser has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents;

- 44.4 (brochures and negotiations)** the provisions of this contract contain the entire agreement between the parties despite any negotiations or discussions held or documents signed or brochures or forecasts produced;
- 44.5 (real estate agents)** the Purchaser has not been introduced to the Vendor or to the property by any Real Estate Agent other than the Vendor's Agent named on the front page of this contract. In the event that the purchaser is in breach of this warranty, the purchaser agrees to indemnify and keep indemnified the vendor against any claim for compensation by any other agent arising out of this sale. This condition does not merge on completion of this contract;
- 44.6 (tax file numbers)** unless at the date of this contract both the Purchaser and the Vendor have advised the Deposit holder of their tax file numbers, the deposit may attract tax at the top marginal rate;

***Rights to Object etc***

45. The Purchaser may not make any objection, requisition or claim for compensation or delay completion by reason of:
- 45.1 **(attachments)** any matter disclosed or referred to in any document attached and forming part of this contract;
- 45.2 **(acknowledgements)** any matter acknowledged or disclosed in this contract;
- 45.3 **(services)** the position or proposed position and location of any drainage pipe or watercourse or any services to the subject lot including sewer, gas, electricity, water and telephone as they may affect or pass through the Property;
- 45.4 **(mechanical breakdown)** any mechanical breakdown to any of the appliances installed upon or within the property, unless such breakdown is occasioned by the wilful damage of the Vendor;
- 45.5 **(caveat)** any caveat on title created by the Purchaser or any person associated with them or claiming through them; and
- 45.6 **(certificate of title)** any easements, rights of way, reservations and conditions noted on the attached copy of the Folio Identifier for the Property or any easement, restrictions as to user, covenants and other encumbrances, if any, to be created under this contract.
- 45.7 **(remove charges etc.)** any charge on the Property for any rate, tax or outgoing or any mortgage or caveat until completion of this contract.

***Guarantee if Corporate Purchaser***

46. If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then:
- 46.1 In consideration of the execution of this contract by the Vendor the persons whose signatures appear as signatories for the Purchaser, being duly authorised by the Purchaser to execute this contract, named as follows:- \_\_\_\_\_

and if no name is inserted then the names of the parties who executed this contract on behalf of the purchaser are deemed to be inserted (hereinafter collectively referred to as "the Guarantors") and hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever. The liability of the Guarantors hereunder shall not be impaired by:

- 46.1.1 the Vendor granting time or indulgence to the Purchaser; or
  - 46.1.2 the Purchaser being wound up or passing a resolution for its liquidation or by the appointment of a receiver thereof; or
  - 46.1.3 by the Vendor waiving any breach or default by the Purchaser or the Guarantors; or
  - 46.1.4 by the Purchaser or any Guarantor being a natural person becoming bankrupt or entering into any composition or arrangement with his creditors or assigning his estate or any part thereof for the benefit of creditors or becoming of unsound mind or dying.
- 46.2 Nothing in this agreement shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser.
- 46.3 No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of the company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.
- 46.4 The Guarantors' liability hereunder shall not be affected by any claim or right to set off or cross-action which the Purchaser may have or claim to have against the Vendor on any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.
- 46.5 The Guarantors covenant that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantors will not prove in any such bankruptcy or liquidation in competition with the Vendor AND (so long as any moneys remain owing to the Vendor) the Guarantors hereby irrevocably authorise the Vendor to prove as the Guarantors' attorney for all moneys which the Guarantors have paid on behalf of the Purchaser which the Guarantors may be entitled to by way of contribution from any other Guarantor AND to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor shall with the aid thereof have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantors as the case may be. Guarantors hereby waive in favour of the Vendor all rights whatsoever which the Guarantors may at any time have against the Vendor, the Purchaser and any other Guarantor or any other person estate and asset so far as necessary to give effect to this paragraph;
- 46.6 The Guarantors waive all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce; and

- 46.7 The Guarantors agree, notwithstanding any presumption or principle of law to the contrary, that the Vendor may in relation to any one or more Guarantor enter into a covenant not to sue, compound, grant a full or partial or conditional release, issue process, sign judgment, participate in any official management, prove in any bankruptcy scheme or liquidation or do any other act matter or thing in respect of that Guarantor or the whole or any part of any Guarantors' liability without thereby in any way impairing or reducing the liability of the other Guarantor for the whole of the obligations of the Purchaser as aforesaid.

### ***Alterations or additions***

47. In executing this Contract, the parties hereby authorise their own respective solicitors or conveyancers ("representatives") as their agents, to make alterations, amendments or additions to the printed conditions and further clauses of this Contract prior to exchange of Contracts. The validity of any such alterations, amendments or additions shall not be invalidated by any absence of initialling by a party of their representative. Each party specifically warrants to the other that they have read this clause and that their representative has the requisite authority to give effect to this clause.

### ***General form of requisitions on title***

48. The Purchaser acknowledges and agrees that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to clause 5 hereof shall be in the form of the requisitions on title that are annexed hereto.

### **Investment of Deposit**

49. The Vendor and Purchaser hereby agree that the deposit herein provided for may be invested by the Vendor's agent. Interest on such deposits shall be payable as follows:
- 49.1. if the deposit paid is ten per cent (10%) or greater interest earned will be paid in accordance with clause 2.9;
  - 49.2. if the deposit paid is less than ten per cent (10%), all interest earned will be payable to the Vendor;
  - 49.3. if the Contract is validly terminated by the Vendor, all interest earned will be payable to the Vendor;
  - 49.4. if the Contract is validly terminated by the Purchaser, all interest earned will be payable to the Purchaser;
  - 49.5. if the Contract is rescinded pursuant to clause 19 (and whether such rescission be by the Vendor or Purchaser) all interest earned will be payable as to one-half to the Purchaser and one-half to the Vendor.

### **PEXA Settlement**

50. Notwithstanding anything else contained herein, the purchaser agrees to pay the vendor the cost of the PEXA fee charged on settlement.

### **Electronic Settlement**

- 51.1 If the Purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic transaction, then the Purchaser will pay the Vendor an amount of \$550.00 (inclusive of GST) as re-imbusement of the Vendor's additional conveyancing expenses.

- 51.2 The Vendor and Purchaser agree that the amount of \$550.00 (inclusive of GST) will be adjusted in favour of the Vendor at settlement.

### **Order on Agent**

52. It is an essential term of this contract that the Purchaser must provide to the Vendor one (1) day prior to completion, an authority in writing to the deposit holder for the release of the deposit. The authority will be held in escrow by the solicitor for the Vendor until settlement is affected.

### **Extensions to the Cooling Off Period**

53. If a cooling-off period applies to this Contract then on each request by the Purchaser for an extension thereof, and irrespective of whether the request is granted by the Vendor, the Purchaser must on completion pay a further sum of \$330.00 (inclusive of GST) for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of the fee is an essential term of Completion of this contract.

### **Electronic Execution and Exchange**

54. The parties hereto agree to exchange PDF copies of the Contract for Sale by way of email PROVIDED THAT the original Contract for Sale signed by that party is provided to the other party within seven (7) days hereof EXCEPT THAT if any of the parties have electronically signed the Contract using DocuSign or SettleIT, no original Contract is required to be posted following exchange.

### **Settlement During Christmas Period**

55. Notwithstanding anything contained herein, if the completion date is due on or between 19 December 2025 to 27 January 2026, then the completion date is deemed to be 28 January 2026. In the event that the Purchaser requires completion during a business day between 19 December 2025 to 27 January 2026, the Purchaser will pay the vendor's solicitor \$1,650 including GST at settlement, to re-open their offices during the Christmas period.

### **Deposit released for Completion into Vendor's Solicitor's Trust Account**

- 56.1 The Purchaser agrees that, if required by the Vendor, the Purchaser will authorise the Deposit holder to release so much of the Deposit held by the Deposit holder as directed by the Vendor's solicitor prior to completion if required by the Vendor to effect completing of this contract. The Vendor agrees that the amount of the Deposit released will be held in escrow pending completion and if the contract is not completed, the Vendor undertakes to immediately return the Deposit monies released to the Deposit holder. The parties agree that no further authority will be required for such release as the necessary authority is contained in the special condition.
- 56.2 If the Vendor requires the deposit to be available on completion to discharge the Vendor's liabilities under any mortgage associated with the property, the purchaser agrees to authorise the deposit holder to have the deposit available at settlement.

- 56.3. The parties agree that any part of the deposit that is released must be directed into the Vendor's solicitor's trust account or their settlement agent's trust account to be released at settlement.

**Cost for Change of Date for completion**

57. In the event there is a request for an amendment or an amendment by the purchaser to change the Date for Completion, the purchaser shall on completion pay an amount of \$300.00 (plus GST) as compensation to the vendor for additional legal costs incurred for arranging such change of Date for completion.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
16. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 17.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
20. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?
  - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 21.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### **Applications, Orders etc**

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

#### **Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
40. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

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

#### **Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
47. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
48. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
49. Searches, surveys and enquiries must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

#### **Off the plan contract**

52. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
  - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

## Answers to Requisitions

1. Noted.
2. No.
3. Vendor relies on the Contract.
4. No.
5. (a) Not as far as the vendor is aware.  
(b) Not as far as the vendor is aware.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. Vendor relies on the Contract.
10. Vendor relies on the Contract.
11. See the s 47 certificate.
12. See the s 47 certificate.
13. Noted.
14. Vendor relies on the Contract.
15. (a) Vendor is unaware, purchaser should make own enquiries.  
(b) Vendor is unaware, purchaser should make own enquiries.  
(c) Vendor relies on the Contract.  
(d) Vendor relies on the Contract.  
(e) In the last seven years, the Vendor has not carried out any building work.  
(f) Purchaser should make own enquiries with the owners' corporation.  
(g) Vendor believes so, purchaser should make own enquiries.  
(h) Vendor is unaware, purchaser should make own enquiries.
16. Vendor is unaware, purchaser should make own enquiries.
17. Vendor is unaware, purchaser should make own enquiries.
18. Vendor is unaware, purchaser should make own enquiries.
19. Vendor is unaware, purchaser should make own enquiries.
20. Vendor is unaware, purchaser should make own enquiries.
21. Vendor relies on the contract, purchaser should make own enquiries.
22. Not as far as the vendor is aware.
23. Not as far as the vendor is aware.
24. Vendor is unaware, purchaser should make own enquiries.
25. Vendor is unaware, purchaser should make own enquiries.
26. No.
27. No.
28. Yes.
29. Vendor is unaware, purchaser should make own enquiries.
30. This is a matter for search.
31. Vendor is unaware, purchaser should make own enquiries.
32. (a) Please refer this request to the Owners Corporation.  
(b) Please refer this request to the Owners Corporation.  
(c) Please refer this request to the Owners Corporation.
33. Vendor is unaware, purchaser should make own enquiries.
34. Vendor is unaware, purchaser should make own enquiries.
35. Vendor relies on the contract.
36. Vendor is unaware, purchaser should make own enquiries.
37. Vendor relies on the contract.
38. Please refer this request to the Owners Corporation.

39. Please refer this request to the Owners Corporation.
40. Vendor relies on the contract.
41. Vendor is unaware, purchaser should make own enquiries.
42. Vendor is unaware, purchaser should make own enquiries.
43. Vendor is unaware, purchaser should make own enquiries.
44. Vendor is unaware, purchaser should make own enquiries.
45. Noted.
46. Vendor relies on the contract.
47. Noted.
48. Noted.
49. Noted.
50. This alleged right is not admitted.
51. Not agreed.
52. Not applicable.



FOLIO: 25/SP3078

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/8/2025	11:33 AM	3	8/9/2018

LAND

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LOT 25 IN STRATA PLAN 3078  
AT HILLSDALE  
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

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ROSALIE DELA TORRE (T Y260890)

SECOND SCHEDULE (2 NOTIFICATIONS)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP3078  
2 Y260891 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP3078

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/8/2025	11:33 AM	3	11/5/2021

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 3078  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HILLSDALE  
LOCAL GOVERNMENT AREA BAYSIDE  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP3078

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 3078  
ADDRESS FOR SERVICE OF DOCUMENTS:  
TRAYFER INVESTMENTS DEVELOPMENTS PTY LTD  
329 GEORGE STREET  
SYDNEY 2000

SECOND SCHEDULE (13 NOTIFICATIONS)

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- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO  
INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900) AS REGARDS  
PART
- 3 B648175 COVENANT AFFECTING PART OF THE LAND ABOVE DESCRIBED
- 4 J885126 EASEMENT TO DRAW WATER AFFECTING THE PART SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 5 DP233071 RIGHT OF CARRIAGEWAY AFFECTING THE PART SHOWN SO  
BURDENED IN THE TITLE DIAGRAM (SEE K715830)
- 6 K934151 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE PART SHOWN AS RIGHT OF FOOTWAY  
VARIABLE WIDTH IN PLAN WITH K934151
- 7 L50506 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE PART SHOWN AS RIGHT OF FOOTWAY  
0.915 WIDE IN PLAN WITH L50506
- 8 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
- 9 F182734 COVENANT
- 10 B676040 COVENANT
- 11 D63400 COVENANT

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP3078

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 12 AR27808 CONSOLIDATION OF REGISTERED BY-LAWS
- 13 AR27808 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 264)

STRATA PLAN 3078

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 8	2	- 8	3	- 8	4	- 8
5	- 8	6	- 8	7	- 8	8	- 8
9	- 8	10	- 8	11	- 8	12	- 8
13	- 7	14	- 7	15	- 7	16	- 7
17	- 7	18	- 7	19	- 7	20	- 7
21	- 7	22	- 7	23	- 7	24	- 7
25	- 7	26	- 7	27	- 7	28	- 7
29	- 7	30	- 7	31	- 7	32	- 7
33	- 7	34	- 7	35	- 7	36	- 7

NOTATIONS

UNREGISTERED DEALINGS: NIL

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


111919...

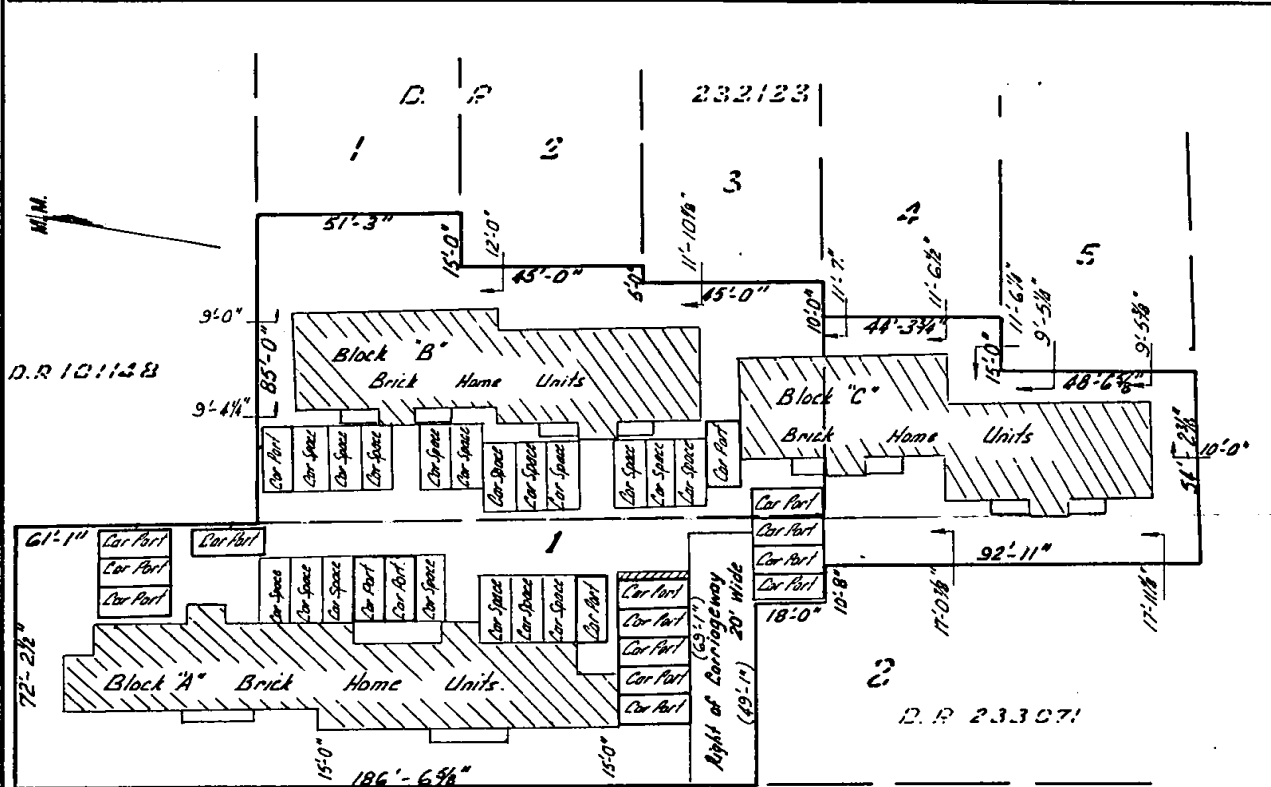
PRINTED ON 26/8/2025

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

(a) State if whole or part.  
 (b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises<sup>(a)</sup> *Whole* of<sup>(b)</sup> *Lot 1 D.P. 233071*  
 Reference to Title Vol. *10607* Fol. *178*  
 Mun./Shire/City *BOTANY*  
 Locality *HILLSDALE*  
 Parish *BOTANY* County *CUMBERLAND*  
 Scale *40 ft. to 1 in.*

**STRATA PLAN 3078** (E)  
 Registered:  *AB 11/1/1968*  
 C.A.: *67/50* of *7-12-1967*  
 Ref Map: *Botany Index Sh. 2.11*  
 Last Plan: *DP. 233071 (DP. 224496, DP. 232123)*



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

**GRACE CAMPBELL CRESCENT**

(c) Additional lots should be shown in an annexure.

(d) Delete if inappropriate.

Schedule of Unit Entitlement <sup>(c)</sup>		OFFICE USE ONLY	
Lot No.	Unit Entitlement	Vol.	Fol.
<i>See</i>	<i>Sheet 2.</i>		
/			
AGGREGATE			

I, **GREGORY VICTOR McNIFF**  
**G.C. BIRD & ASSOCIATES**  
 of **245 Castlereagh St. Sydney**  
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:  
 (1) the building erected on the parcel described above is within the external boundaries of the parcel<sup>(d)</sup> subject to clause (2) of this certificate:  
~~(2) cover or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~  
 Dated *17/11/67*  
 Signature *G.V. McNeill*  
 Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.  
 Date *7<sup>th</sup> December 1967*  
 Subdivision No. *67/50*  
*R. O'Hanlon*  
 Council Clerk

The address for service of notices on the body corporate is:— } **TRAYFER INVESTMENTS & DEVELOPMENTS Pty Ltd. 329 George St. Sydney**

## STRATA PLAN No. 3078

<i>Schedule of Unit Entitlement</i>		OFFICE USE ONLY	
		<i>Current C's of T.</i>	
<i>Lot No</i>	<i>Unit Entitlement</i>	<i>Vol.</i>	<i>Fol.</i>
1	8	10728	185
2	8	10728	186
3	8	10728	187
4	8	10728	188
5	8	10728	189
6	8	10728	190
7	8	10728	191
8	8	10728	192
9	8	10728	193
10	8	10728	194
11	8	10728	195
12	8	10728	196
13	7	10728	197
14	7	10728	198
15	7	10728	199
16	7	10728	200
17	7	10728	201
18	7	10728	202
19	7	10728	203
20	7	10728	204
21	7	10728	205
22	7	10728	206
23	7	10728	207
24	7	10728	208
25	7	10728	209
26	7	10728	210
27	7	10728	211
28	7	10728	212
29	7	10728	213
30	7	10728	214
31	7	10728	215
32	7	10728	216
33	7	10728	217
34	7	10728	218
35	7	10728	219
36	7	10728	220
<i>Aggregate</i>		<i>264</i>	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

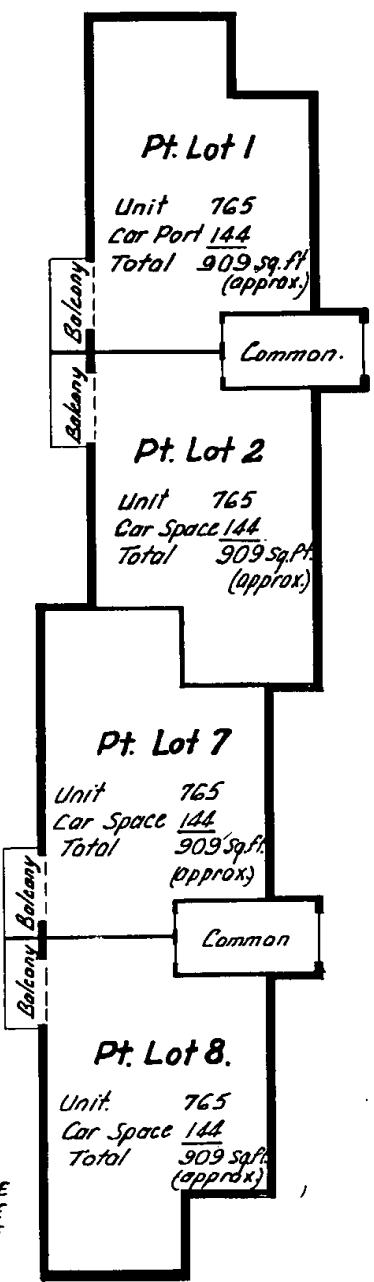
STRATA PLAN 3078		
FEET INCHES	METRES	
- 6	0.15	
1 -	0.305	
1 3	0.38	
1 6	0.455	
1 11	0.585	
2 2	0.66	
2 3	0.685	
4 4	1.32	
5 -	1.525	
5 8	1.725	
7 9	2.36	
8 -	2.44	
9 -	2.745	
9 4 1/4	2.85	
9 5 1/4	2.875	
9 5 3/8	2.88	
10 -	3.05	
10 8	3.25	
11 6 1/4	3.51	
11 6 1/2	3.52	
11 7	3.53	
11 10 1/8	3.61	
12 -	3.66	
14 0 7/8	4.29	
15 -	4.57	
17 0 7/8	5.205	
17 11 1/8	5.465	
18 -	5.485	
18 3	5.565	
20 -	6.095	
44 3 3/4	13.505	
45 -	13.715	
48 6 5/8	14.8	
49 1	14.96	
51 3	15.62	
54 2 3/8	15.52	
54 2 3/4	16.53	
51 1	18.62	
59 1	21.055	
72 2 1/2	22.01	
85 -	25.91	
92 11	24.32	
186 6 5/8	56.86	
SQ FT	SQ M	
144	13.4	
648	60.2	
765	71.1	
792	73.6	
909	84.4	

*R Chalden*  
 Council Clerk.

# STRATA PLAN No. 3078

## GROUND FLOOR

### Block 'A'

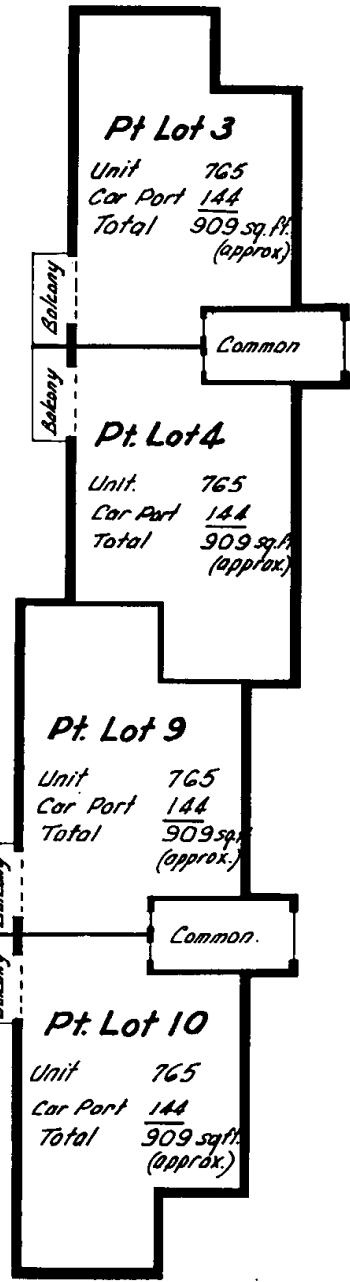


THE HEIGHT OF THE BALCONY IN LOTS 1, 2, 7 & 8 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*Ronadden*

Council Clerk.

**STRATA PLAN No. 3078**  
**FIRST FLOOR**  
**Block "A"**



THE HEIGHT OF THE BALCONY IN LOTS 3, 4, 9 & 10 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED

*Rehadden*  
Council Clerk.

**STRATA PLAN No. 3078**  
**SECOND FLOOR**  
**Block 'A'**

**Pt. Lot 5**

Unit 765  
Car Port 144  
Total 909 sq.ft.  
(approx.)

Balcony  
Balcony

Common

**Pt. Lot 6**

Unit 765  
Car Port 144  
Total 909 sq.ft.  
(approx.)

Balcony  
Balcony

Common

**Pt. Lot 11**

Unit 765  
Car Port 144  
Total 909 sq.ft.  
(approx.)

Balcony  
Balcony

Common

**Pt. Lot 12.**

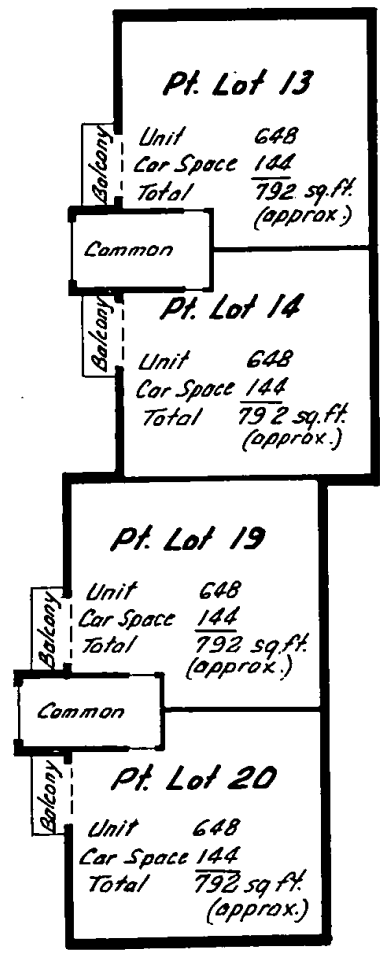
Unit 765  
Car Port 144  
Total 909 sq.ft.  
(approx.)

THE HEIGHT OF THE BALCONY  
IN LOTS 5, 6, 11 & 12 IS LIMITED  
TO 8'0" ABOVE THE CONCRETE  
FLOOR, AND THE AREA OF THE  
BALCONY IS INCLUDED IN THE  
TOTAL AREA OF THE LOT TO  
WHICH IT IS ATTACHED.

*Romadden*  
Council Clerk.

# STRATA PLAN No. 3078

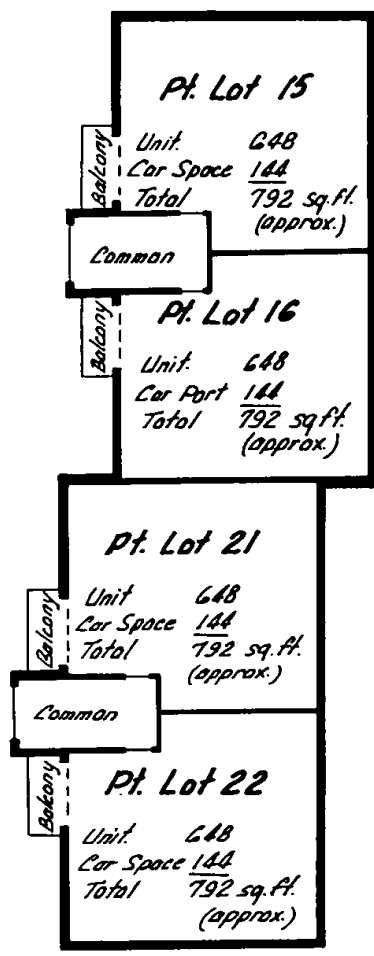
## GROUND FLOOR Block "B"



THE HEIGHT OF THE BALCONY IN LOTS 13, 14, 19 & 20 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*Romadden*  
Council Clerk.

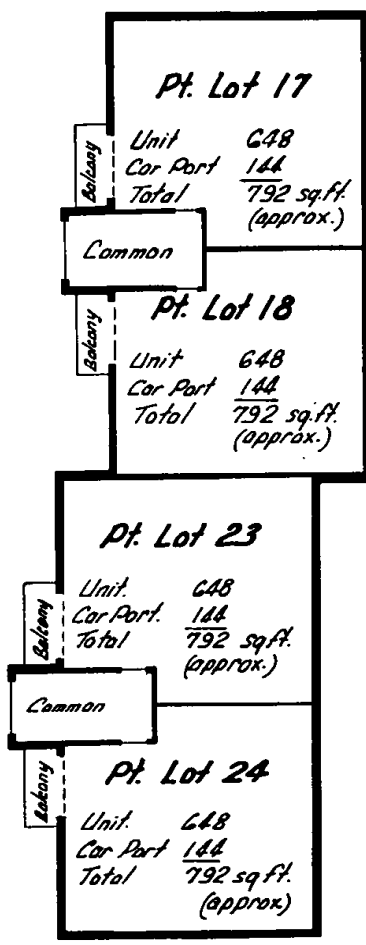
**STRATA PLAN No. 3078**  
**FIRST FLOOR**  
**Block "B"**



THE HEIGHT OF THE BALCONY IN LOTS 15, 16, 21 & 22 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*R. Chadden*  
Council Clerk.

**STRATA PLAN No. 3078**  
**SECOND FLOOR**  
**Block "B"**

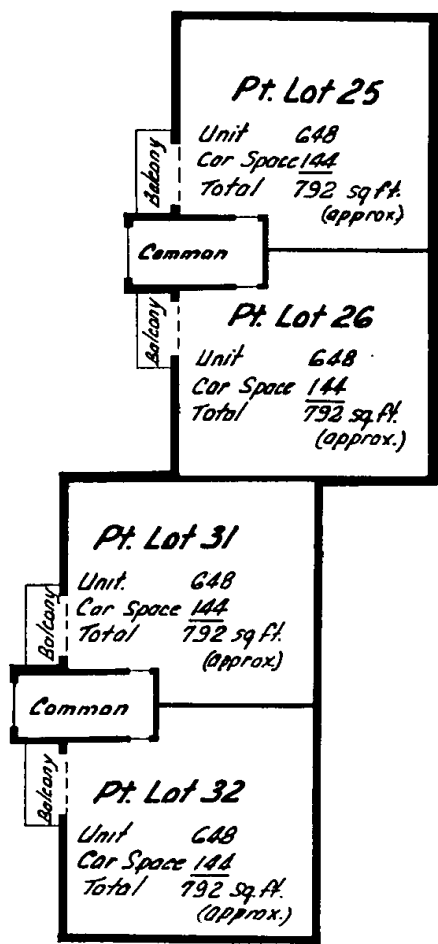


THE HEIGHT OF THE BALCONY IN LOTS 17, 18, 23 & 24 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*Renauder*  
Council Clerk.

# STRATA PLAN No. 3078

## GROUND FLOOR Block "C".

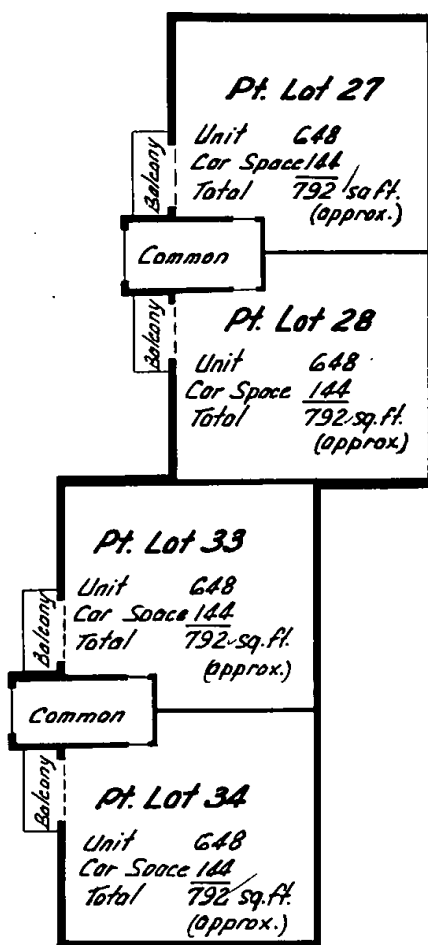


THE HEIGHT OF THE BALCONY IN LOTS 25, 26, 31 & 32 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*R. M. Allen*  
Council Clerk.

# STRATA PLAN No. 3078

## FIRST FLOOR Block "C"

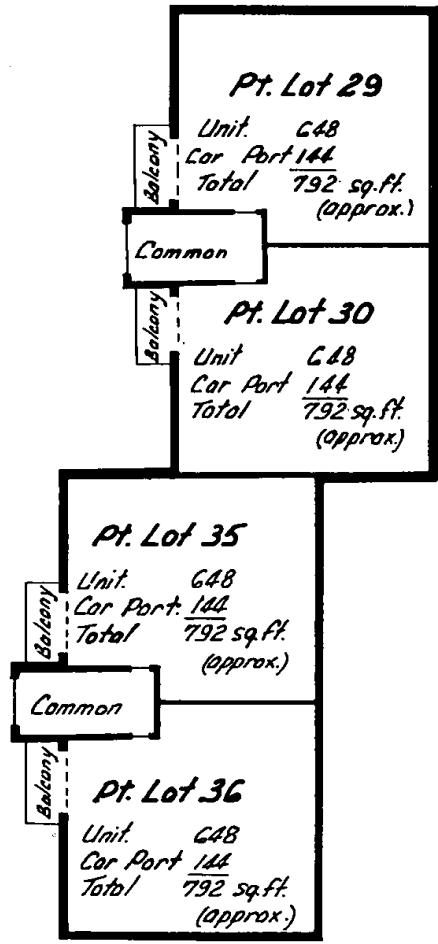


THE HEIGHT OF THE BALCONY IN LOTS 27,28,33 & 34 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*Renaarden*

Council Clerk.

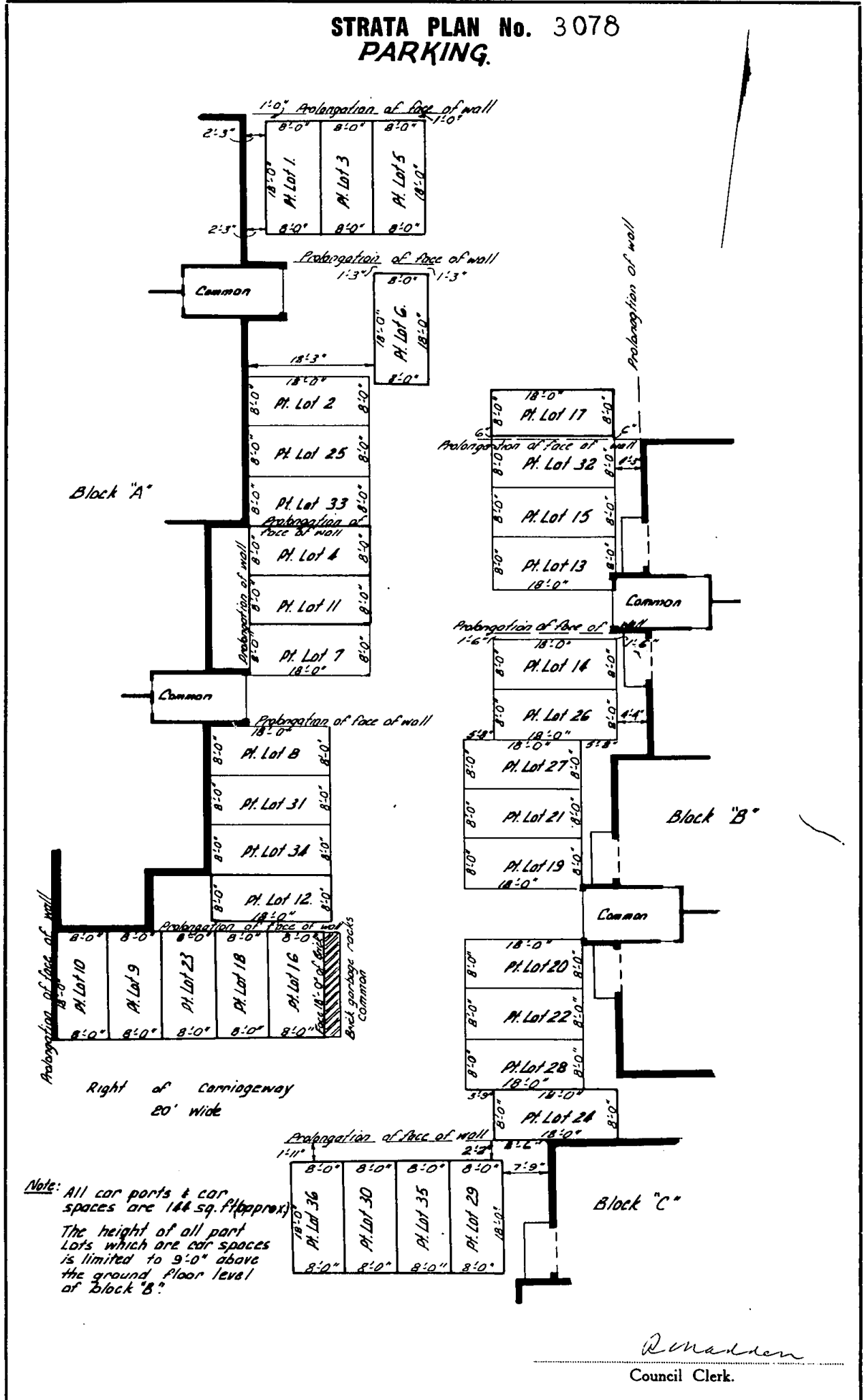
**STRATA PLAN No. 3078**  
**SECOND FLOOR**  
**Block 'C'**



THE HEIGHT OF THE BALCONY IN LOTS 29, 30, 35, 36 IS LIMITED TO 8'0" ABOVE THE CONCRETE FLOOR, AND THE AREA OF THE BALCONY IS INCLUDED IN THE TOTAL AREA OF THE LOT TO WHICH IT IS ATTACHED.

*Remaden*  
Council Clerk.

# STRATA PLAN No. 3078 PARKING



**Note:** All car ports & car spaces are 144 sq. ft. (approx)  
 The height of all part Lots which are car spaces is limited to 9'-0" above the ground floor level of block "B".

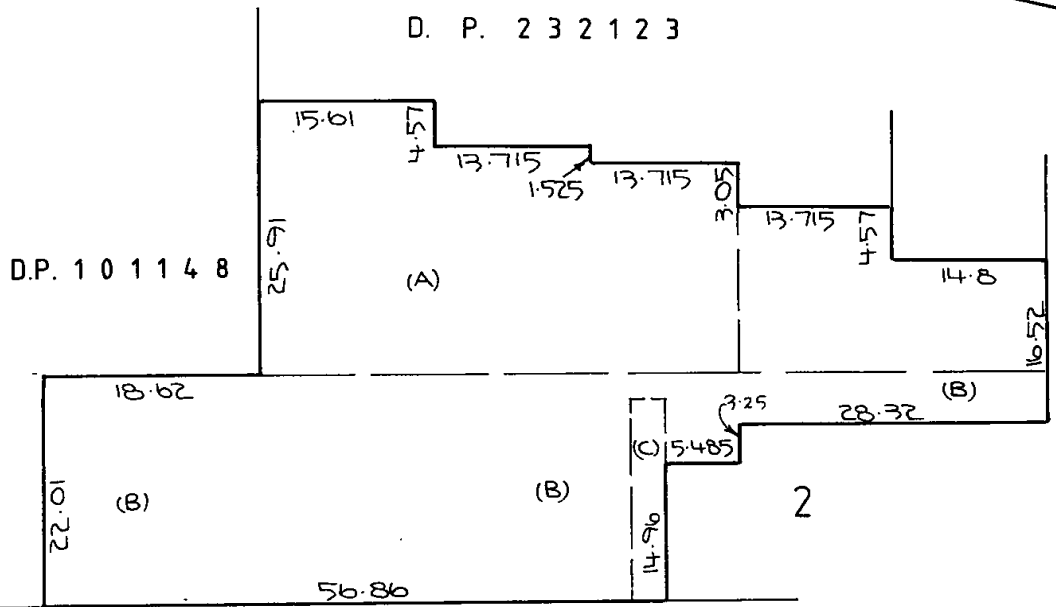
*R. Madden*  
 Council Clerk.

THIS SHEET SUPERSEDES THE DIAGRAM ON SHEET NO. 1 AS THE TITLE DIAGRAM

SHEET NO. 13

STRATA PLAN 3078

TITLE DIAGRAM



GRACE CAMPBELL CRESCENT

- (A) RESERVATIONS AND CONDITIONS
- (B) EASEMENT TO DRAW WATER-J885126
- (C) RIGHT OF CARRIAGEWAY 6.095 WIDE-D.P.233071



# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900.)

1928 13 3 2A 1928



B  
648175 U

R 5 4 28 13

N.S.W. REALTY CO. LIMITED

B648175

13/4/28

is must not be disclosed in (anses?)

less estate, strike out "in simple," and interline the nired alteration.

(herein called transferror )  
being registered as the proprietor of an estate in *fee simple*<sup>a</sup> in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred and seventy <sup>seven</sup> pounds seventeen shillings and sixpence (£ 277.17) <sup>6</sup> (the receipt whereof is hereby acknowledged) paid to it by JOSEPH LAURENCE SMITH of Maroubra Laborer

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

do hereby transfer to the said transferee<sup>b</sup> (herein called transferee )  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Botany	part AND being Lot No. 7 as shewn on Deposited Plan No 15072	3716	96

all the references cannot conveniently inserted, a m of annexure (obtainable L.T.O.) may be added. y annexure must be signed the parties and their sign- ures witnessed. ese references will suffice if whole land in the grant or tificate be transferred. part only add " and being sec. D.P. " or eing the land shown in e plan annexed hereto," eing the residue of the d in certificate (or grant) istered Vol. Fol. here the consent of the al council is required to subdivision the certificate d plan mentioned in e L.G. Act, 1919, should company the transfer. ke out if unnecessary. enants should comply a Section 89 of the eveyancing Act, 1919. re also should be set forth ight-of-way or easement eception. y provision in addition to ndification of the enants implied by the t may also be inserted.

And the transferee ~~covenants with the transferror~~ hereby for himself his executors administrators and assigns and so as to bind not only himself his executors administrators and assigns but also the said land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof covenant with the said Company and its assigns (that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main house building or erection of less value than Four hundred and fifty pounds AND that no advertisement hoarding shall be erected on the said land. AND for the purposes of Section 89 of the Conveyancing Act 1919 IT IS HEREBY AGREED AND DECLARED that:—  
(a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in the said Deposited Plan No 15072 other than the land hereby transferred (b) The land which is to be subject to the burden of the above covenants is the land described herein (c) The above covenants or any of them may be released varied or modified with the consent of the Company or its legal representatives.) ENCUMBRANCES, &c., REFERRED TO.

very short note will suffice.

Signed at the day of 19  
THE COMMON SEAL of N.S.W. REALTY CO. LIMITED was here to affixed by EDWARD ANTHONY LIVI the Manager this Twenty-seventh day of March 1928 in the presence of:

*Handwritten signature and stamp*  
Transferror

\*Signed *Joseph Lawrence Smith*

executed within the State is instrument should be ned or acknowledged before e Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P., or Commissioner for Affidavits, whom the Transferror is town, otherwise the attest- y witness must appear. ore one of the above func- onaries to make a declara- on in the annexed form. to instruments executed ewhere, see page 2.

Repeat attestation if necessary.

the Transferror or Trans- tree signs by a mark, the estation must state " that e instrument was read over d explained to him, and at he appeared fully to dstand the same."

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME  
*Handwritten signature*

*Handwritten signature*  
Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

CONSENT OF MORTGAGEE.

I, *[Name]* mortgagee under Mortgage No. *[Number]*  
 release and discharge the land comprised in the within transfer from such mortgage, and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at *[Location]* this *[Day]* day of *[Month]* 19*[Year]* } Mortgages.  
 Signed in my presence by *[Name]*  
 who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *[Number]* Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

Signed at *[Location]* the *[Day]* day of *[Month]* 19*[Year]* .  
 Signed at the place and on the date above-mentioned, in the presence of— *[Name]*

FORM OF DECLARATION BY ATTESTING WITNESS.<sup>2</sup>

Appeared before me at *[Location]*, the *[Day]* day of *[Month]*, one thousand nine hundred and twenty *[Year]* and declared that he personally knew *[Name]* the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said *[Name]* is *[Name]* own handwriting, and that ~~he was~~ of sound mind and freely and voluntarily signed the same.

<sup>1</sup> This form is not appropriate in case delegation under the Trustees Delegation Powers Act, 1915, the Execution of T (War Facilities) Act 1917.

<sup>j</sup> Strike out unnecessary words. Add any matter necessary to show that the power is effective.

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

MEMORANDUM OF TRANSFER of

*[Map]*  
 Acres *1* roods *1 3/4* perches.  
 Lot *7* DP *15072*  
*(subject to coot. etc)*  
 Shire *Botany*  
 Municipality *Botany*  
 Parish *Botany* County *[Blank]*

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol *3716* Fol. *96*.

the *1st* day of *May* 19*28* .  
 at *13* minutes *10* o'clock in the *forenoon*.

*[Signature]*  
 acting Registrar General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...	<i>[Initials]</i>	<i>18/5</i>
Received from Records	<i>[Initials]</i>	<i>19/6</i>
Draft written ...	<i>[Initials]</i>	<i>20/4</i>
Draft examined ...	<i>[Initials]</i>	<i>21.4.28</i>
Diagram prepared	<i>[Initials]</i>	<i>26.4</i>
Diagram examined	<i>[Initials]</i>	<i>[Blank]</i>
Draft forwarded	<i>[Initials]</i>	<i>[Blank]</i>
Supt. of Engrossers	<i>[Initials]</i>	<i>2 MAY 1928</i>
Cancellation Clerk	<i>[Initials]</i>	<i>[Blank]</i>
VOL. <i>4137</i> FOL. <i>71</i>		
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee *12/6* (includes endorsement on first certificate), and *2/6* for each additional certificate included in the Transfer, and *1/1* for every new Certificate of Title issued, unless the consideration is over *£1,000*, in which case the Certificate fee will be *£1 5s*. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

Fee: £13.00  
 Lodgment: 2/6  
 Endorsement: 1/6



R.P. No. **J 885126**

New South Wales

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900)



M.S.W. STAMP DUTY

AUSTRALIAN PAPER MANUFACTURERS LIMITED

(Tracts must not be detached to the transfer.)  
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

(herein called transferor)  
 being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE HUNDRED AND SIX THOUSAND ONE HUNDRED AND FORTY-SEVEN POUNDS FIFTEEN SHILLINGS AND ONE PENNY (£106,147,151) (the receipt whereof is hereby acknowledged) paid to it by

*Cont 9/10  
 M.M.  
 28-7-65*

*3/10  
 19/7/65  
 Bal Lodge  
 recd 24/19/65  
 J.K.*

HILLSDALE VILLAGE PTY. LIMITED

do hereby transfer to

Show in BLACK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**HILLSDALE VILLAGE PTY. LIMITED**

(herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number...") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section... D.P. ...").  
 Unless authorized by Reg 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Botany	Part	4446	250	being all of the Lots in Deposited Plan No. 224496 excepting thereout Lots 1, 19, 21, 22, 26, 33, 40, 45, 57 and 62

CT and DP 224496

163579P1

163579P1

J 885126

And the transferor covenant(s) with the transferor  
RESERVING unto the Transferor its successors and assigns full free and  
exclusive right and liberty for the Transferor its successors and  
assigns-

(a) to maintain repair replace and continue to operate the pipe lines  
drains in so much of the strips of land 14 feet wide delineated in  
Deposited Plan No. 224496 and described therein as "proposed easement  
for pipeline 14' wide" as are within the land hereby transferred  
and to pump draw drain or remove surface underground or other  
waters through such pipe lines or pipes or drains or any of them;  
b) to construct lay down and forever use and maintain metal earthen-  
ware or other pipes and/or pipe lines drains or other means upon  
in through and/or over the said strips of land for the purpose of  
carrying surface underground and other waters.

AND to dig remove carry away any of the earth clay gravel stone and  
other material or to use any part thereof for the purpose of making  
constructing or maintaining the said pipe lines or drains and from time  
to time to inspect the condition of and amend repair and cleanse the  
said pipe lines or drains or any of them and collect and remove  
therefrom all silt sand and other debris which may at any time be  
therein and for the purposes aforesaid and any of them at all times  
with surveyors engineers workmen contractors and other persons and with  
or without horses carts motor vehicles motorised or mechanical equipment  
wagons machinery material and other implements and things to enter into  
and upon the said strips of land or any part thereof and to bring place  
install operate and leave thereon and remove therefrom such horses  
carts motor vehicles motorised mechanical equipment wagons machinery  
material and other implements and things PROVIDED HOWEVER that in  
carrying out any of the works hereinbefore referred to the Transferor  
will cause as little disturbance to the occupiers of the adjoining land  
as is practicable and will cause as little disturbance as is  
practicable to the surface of the said strips of land and will as nearly  
as is practicable restore the land to its original condition AND

RESERVING unto the Transferor its successors and assigns full and free  
right and liberty exclusively to draw off by bore wells pipes or  
otherwise water flowing through or under the lands hereby transferred  
AND THE TRANSFERREE for itself its successors and assigns covenants with  
the Transferor its successors and assigns that the Transferor itself  
its successors and assigns and all other the registered proprietor  
for the time being of the lands hereby transferred or any part thereof  
shall not divert draw obstruct pump use contaminate or otherwise  
obstruct or interfere with the water under-lying the land hereby  
transferred or with the free flow or percolation of water through or  
under the surface of the land hereby transferred or the flow of water  
into or from any bore or well at any time constructed in or upon lots  
1, 19, 22, 26, 33, 40, 45, 57 and 62 or with the free flow of water  
through any pipe or drain laid down or constructed in or upon the said  
strips of land and shall not build or erect or cause or permit to be  
built or erected any building or structure whatsoever except fencing  
in or upon the said strips of land and shall not interfere with any  
pipes or other equipment of the Transferor or its successors or assigns  
installed or erected on or in the said strips of land and shall not  
impede or obstruct the exercise by the Transferor its successors and  
assigns of each and every of the rights hereby created AND ALSO  
RESERVING a right of carriage way over the said strips of land AND  
for the purpose of Section 88 of the Conveyancing Act, 1919 (as amended)  
it is hereby expressly agreed and declared that -

- (a) the land to which the benefit of these covenants and easements  
is intended to be appurtenant is -
  - (i) Lot 1 Deposited Plan No. 224496
  - (ii) the land comprised in Certificate of Title Volume 7860  
Folio 232, and
  - (iii) the land comprised in Certificate of Title Volume 7271  
Folio 174
- (b) the land which is to be subject to the burden of such easements  
and covenants is the land hereby transferred
- (c) the said covenants may be released varied or modified by the  
Transferor its successors and assigns.

Strike out if unnecessary, or  
suitably adjust.  
(i) if any easements are to  
be created or any excep-  
tions to be made, or  
(ii) if the statutory cove-  
nants implied by the Act  
are intended to be varied  
or modified.  
Covenants should comply with  
the provisions of Section 88 of  
the Conveyancing Act, 1919.

D See Order of Court Annexed Hereto -  
Landed with Plan No. 224496

under the surface of the land hereby transferred or the flow of water  
into or from any bore or well at any time constructed in or upon lots  
1, 19, 22, 26, 33, 40, 45, 57 and 62 or with the free flow of water  
through any pipe or drain laid down or constructed in or upon the said  
strips of land and shall not build or erect or cause or permit to be  
built or erected any building or structure whatsoever except fencing  
in or upon the said strips of land and shall not interfere with any  
pipes or other equipment of the Transferor or its successors or assigns  
installed or erected on or in the said strips of land and shall not  
impede or obstruct the exercise by the Transferor its successors and  
assigns of each and every of the rights hereby created AND ALSO  
RESERVING a right of carriage way over the said strips of land AND  
for the purpose of Section 88 of the Conveyancing Act, 1919 (as amended)  
it is hereby expressly agreed and declared that -

ENCUMBRANCES, &c., REFERRED TO:  
Notice of Resumption D320938  
Easement created by Deposited Plan No. 224496

A very short note will suffice.  
# 07-1 K 1165-2

6357RP

353516

\$800  
22.027

IN THE SUPREME COURT )  
OF NEW SOUTH WALES )  
IN EQUITY )

No. 632 of 1968.

OFFICE COPY

*G. Wallgar*  
Chief Clerk in Equity,  
Date 16<sup>th</sup> October 1968

IN THE MATTER of Lots 2-10 (inclusive),  
20, 22-25 (inclusive), 27-32 (inclusive),  
34-39 (inclusive), 41-44 (inclusive),  
46-56 (inclusive), 58-61 (inclusive),  
63-68 (inclusive), in Deposited Plan  
No. 224496 comprised in whole of  
Certificates of Title registered Volume  
10369 Folios 55-63 (inclusive), 70, 71, 73,  
76, 81-83 (inclusive), 84-87 (inclusive),  
99-109 (inclusive), 111-114 (inclusive),  
116-121 (inclusive), and part of  
Certificates of Title Volume 10721 Folios  
200-205 (inclusive), Volume 10737 Folios 125  
and 126, and Volume 10513 Folios 153 and 159,  
and Volume 10723 Folios 185-220 (inclusive),  
and Volume 10607 Folio 179, and the  
Restrictive Covenant endorsed on the said  
Certificates of Title,

AND IN THE MATTER of the Conveyancing Act,  
1919, as amended, Section 89.

AND IN THE MATTER OF FRYER INVESTMENTS  
& DEVELOPMENTS PTY. LIMITED.

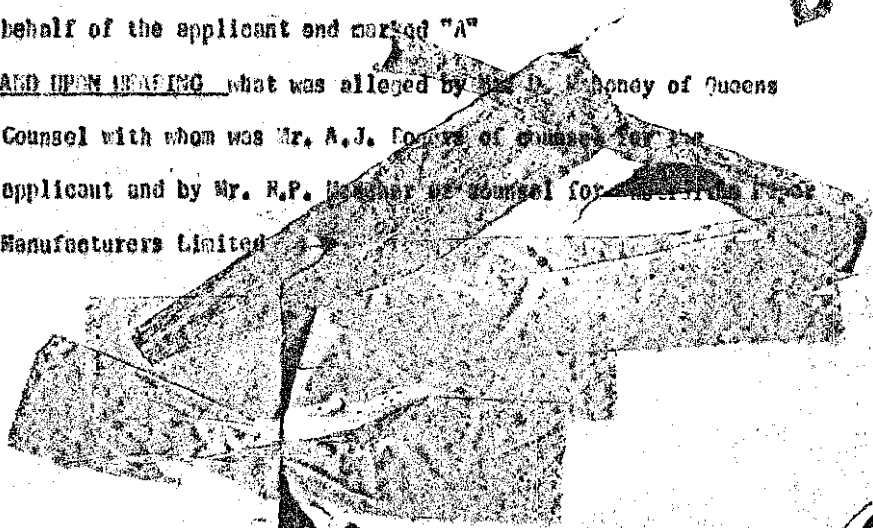
Friday the Thirty-first day of May one thousand nine hundred and  
sixty-eight

UPON APPLICATION made this day on behalf of Fryer Investments  
& Developments Pty. Limited in pursuance of Summons filed herein  
the Twenty-fourth day of May one thousand nine hundred and sixty eight

HEREUPON AND UPON READING HERE the said Summons and the Affidavit  
of Robert Ryko sworn herein the Twenty-fourth day of May instant  
and filed herein

AND UPON READING AND EXAMINING the exhibit put in evidence on  
behalf of the applicant and marked "A" **B**

AND UPON READING what was alleged by the Counsel of Queens  
Counsel with whom was Mr. A. J. [unclear] for the  
applicant and by Mr. R. P. [unclear] counsel for the  
Manufacturers Limited



163578P.1

I DO ORDER that service of notice of the summons on any person or company other than Australian Paper Manufacturers Limited be and is hereby dispensed with

AND I DO DECLARE by consent that so much of the easement conferred by the covenant endorsed on the Certificates of Title set out in the Schedule hereto as provides that

"and reserving unto the transferor its successors and assigns full and free right and liberty exclusively to draw off by bores wells pipes or otherwise water flowing through or under the lands hereby transferred"

does not entitle the transferor therein described its successors and assigns to enter in upon or under the lands in the said Certificates of Title or any of them or to construct lay down maintain repair replace or operate bores wells pipes or drains in upon or under the land in the said Certificates of Title or any of them save and except in upon or under so much of the land in the said Certificates of Title as is within the strip of land fourteen feet wide delineated in D.P. No. 224496 and described therein as "proposed easement for pipeline fourteen feet wide"

AND I DO FURTHER ORDER by consent that it be referred to the Deputy Master and Registrar the Deputy Registrar or Chief Clerk in Equity to tax as between solicitor and client and to certify the costs of Australian Paper Manufacturers Limited and that such costs when so taxed and certified be paid by the applicant to the said Australian Paper Manufacturers Limited or its Solicitor within fourteen (14) days after service upon it of an office copy of the Certificate of such taxation.

SCHEDULE

Certificates of Title registered Volume 10369 folios 55-63 (inclusive) 70, 71, 73, 76, 81-83 (inclusive), 94-97 (inclusive), 99-109 (inclusive) 111-114 (inclusive), 116-121 (inclusive), and part of Certificates



16357RP1

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of Title Volume 10721 Folios 200-205 (Inclusive), Volume 10737  
Folios 185 and 186, and Volume 10513 Folios 150 and 159, and  
Volume 10720 Folios 195-220 (Inclusive), and Volume 10607  
Folio 179, and the Restrictive Covenant endorsed on the said  
Certificates of Title, being all of the lands in Deposited  
Plan No. 224496 excepting therefrom lots 1, 19, 21, 22, 26, 33,  
40, 45, 57 and 62.

(Sgd.) L. W. STRAKER J.

JUDGE

88



Handwritten scribbles and numbers at the top of the page.

IN THE SUPREME COURT  
OF NEW SOUTH WALES  
IN EQUITY

No. 632 of 1968

IN THE MATTER of Lots 2-18 (inclusive), 20, 23-25 (inclusive), 27-32 (inclusive), 34-99 (inclusive), 41-43 (inclusive), 46-56 (inclusive), 58-61 (inclusive), 63-68 (inclusive) in Deposited Plan No. 224496 comprised in whole of Certificates of Title registered Volume 10369 Folios 55-63 (inclusive), 70,71,73, 76,81,83 (inclusive), 94-97 (inclusive), 99-109 (inclusive), 111-114 (inclusive), 116-121 (inclusive), and part of Certificates of Title Volume 10721 Folios 200-205 (inclusive), Volume 10737 Folios 185 and 186, and Volume 10513 Folios 138 and 139, and Volume 10728 Folios 183-220 (inclusive), and Volume 10607 Folio 179, and the Restrictive Covenant endorsed on the said Certificates of Title.

AND IN THE MATTER of the Conveyancing Act, 1919, as amended, Section 89.

AND IN THE MATTER of TEARLE INVESTMENTS & DEVELOPMENTS PTY. LIMITED

ORDER



ARTHUR T. GEORGE & CO.  
SOLICITORS  
10 MARTIN PLACE  
SYDNEY. 25-3355

163574P1

163578P1

163578P1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before  
(i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of those parties.

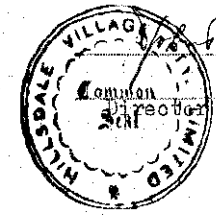
*J885126* 11  
Signed at Melbourne the \_\_\_\_\_ day of January 1965  
**THE OFFICIAL SEAL for Victoria**  
**Signed in my presence by the transferor**  
**OF AUSTRALIAN PAPER MANUFACTURERS**  
**WHO IS PERSONALLY KNOWN TO ME**  
was hereunto affixed by order of the Board of Directors  
*J.G. Wilson* Director  
*W. J. ...* Director  
*W. S. ...* Director



I certify this seal was affixed by me in Melbourne on 24/12/64  
*N. D. Nicholson*

**THE COMMON SEAL of HILSDALE VILLAGE PTY. LIMITED**  
**Signed in my presence by the transferee**  
**VILLAGE PTY. LIMITED** was hereunto affixed with the authority of the Directors previously given by the Director whose signature is opposite hereto

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



Countersigned *Jackson*  
Secretary

*[Signature]*  
Transferee(s).

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum where by 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 transfer."

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Signed in the presence of— \_\_\_\_\_

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on book of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or not out in the attestation.

J 885126

LODGED BY *Stevens & Linton*  
 SOLICITORS  
 44-46 MARKET PLACE,  
 SYDNEY, N.S.W. 2000

No. \_\_\_\_\_

**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of £1 is made in each of the following:—  
 (i) Where a restrictive covenant is imposed; or  
 (ii) A new easement is created; or  
 (iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

1	} Received Docs. Nos. Receiving Clerk.
2	
3	
4	
5	
6	

**PARTIAL DISCHARGE OF MORTGAGE.**  
 (N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me. \_\_\_\_\_ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	<b>MEMORANDUM OF TRANSFER</b> <i>Running easements and Right of Easement</i>
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	on <i>4-7-1966</i>
Signed by	at <i>Haw</i>
	<i>Jawatson</i> Registrar-General

*assessments (1) easement for pipeline (2) easement to drain water*

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. & Supt.		
Cancellation Clerk		
Vol.		Fol.

EXTRA FEES  
*8-11-66*  
*10/11/66*  
*13/11/66*  
*17/11/66*

16357RP-1

16357RP-1



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, SHEET 2.

Plan: DP D P233071 Subdivision of the Land covered by Council Clerk's Certificate No. 67/10 of 1967.

~~Executed at Sydney~~ ~~for and on behalf of~~  
**MERCANTILE CREDIT LIMITED** the  
 Registered No. 19671, by

who hereby states that he has no notice of the revocation of his Power of Attorney Registered No. \_\_\_\_\_

whereof the Registrar under the authority of which the within Form 21 has first been executed in the presence of:

MERCANTILE CREDIT LIMITED by two of its Attorneys who first they have no notice of revocation of the Power of Attorney (Instrument Register (NSW) No. \_\_\_\_\_) and secondly they execute this instrument: \_\_\_\_\_  
 Signed for and on behalf of Mercantile Credit Limited by \_\_\_\_\_  
 a Director of the Firm.



208-2  
 Add me  
 K1740  
 2 of 2

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PART 1.

Plan: DP D P233071 Subdivision of the Land comprised in whole of Certificates of Title \_\_\_\_\_

Volume	Folio
10669	87
10669	88
10669	89
10669	90
10669	91
10669	92
Volume	Folio
4137	71
5109	14
5110	15
5278	187
6125	3

covered by Council Clerk's Certificate No. 67/10 of 1967.  
 Plans Instruments By Land: 10 Martin Place, Sydney.  
 Plans Instruments By Land: 10 Martin Place, Sydney.  
 Plans Instruments By Land: 329 George Street, Sydney.

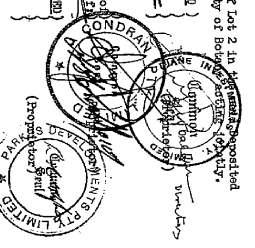
Identity of easement or restriction referred to in above-mentioned plan:  
 Right of Overridge by 20 feet wide.

Lot 1 hundred. Lot 2 hundred.

PAGE 2.

Name of person empowered to release, vary or modify easement referred to in above-mentioned plan.  
 Registered Proprietor for time being of Lot 2 in the said Registered Plan and the Control of the Municipality of Bondi.

THE COMMON SEAL OF **CONDRIAN PTY LIMITED** was hereunto duly affixed by authority of the Board of Directors previously given and in the presence of:



THE COMMON SEAL OF **MERCANTILE CREDIT LIMITED** was hereunto duly affixed by authority of the Board of Directors previously given and in the presence of:

X *gbs/mcc*

(Mortgagee under Mortgage N0559494)

208-2  
 Add me  
 K1740  
 2 of 2

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 21st May, 1986



*Mc hofa*  
*23/4/67*

K 715830

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

PART 1.

Plan: DP DP233071 Subdivision of the land comprised in whole of Certificates  
of Title -

Volume	Folio
10369	87
10369	88
10369	89
10369	90
10369	91
10369	92

and part of Certificates of Title -

Volume	Folio
4137	71
5109	154
5105	18
5278	187
6125	3

covered by Council Clerk's Certificate No. 67/40 of 1967.

Full name and address  
of proprietor of the  
land:

Diane Investments Pty.Limited, 10 Martin Place, Sydney.  
Condran Pty. Limited, 10 Martin Place, Sydney.  
Parkes Developments Pty.Limited, 329 George Street, Sydney.

Identity of easement  
or restriction referred  
to in abovementioned plan:

Right of Carriage Way 20 feet wide.

Schedule of lots affected.

Lots burdened.  
1

Lots benefited.  
2

PART 2.

Name of person empowered to release, vary or modify easement referred to in  
abovementioned plan.

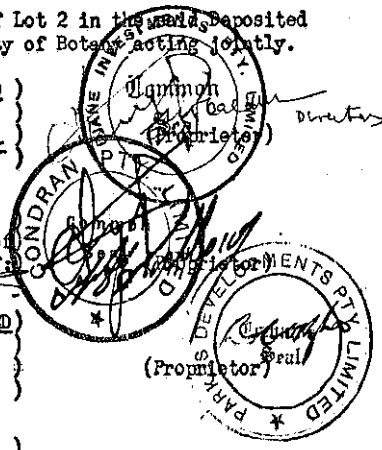
Registered Proprietor for time being of Lot 2 in the said deposited  
Plan and the Council of the Municipality of Botany acting jointly.

THE COMMON SEAL of DIANE INVESTMENTS PTY. LIMITED )  
was hereunto duly affixed by authority of the  
Board of Directors previously given and in the  
presence of:

THE COMMON SEAL of CONDRAN PTY. LIMITED was  
hereunto duly affixed by authority of the Board of  
Directors previously given and in the presence of:

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED )  
was hereunto duly affixed by authority of the  
Board of Directors previously given and in the  
presence of:

THE COMMON SEAL of MERCANTILE CREDITS LIMITED was )  
hereunto duly affixed by authority of the Board of  
Directors previously given and in the presence of:



(Mortgagee under  
Mortgage No 5619269 )

*J.B. Price*

Instrument pursuant to Regulation 52D Conveyancing  
Act Regulations, 1961, setting out the terms of  
easements or restrictions as to user created by  
registration of the within-mentioned Deposited Plan.



*23.6.1967*

2/2

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919; SHEET 2.

Plan: DP DP233071 Subdivision of the land covered by Council Clerk's  
Certificate No. 67/10 of 1967.

~~SIGNED at Sydney for and on behalf of  
MERCANTILE CREDITS LIMITED the  
day of 1967, by  
who  
hereby states that he has no notice of  
the revocation of the Power of Attorney  
Registered No.  
Miscellaneous Register under the  
authority of which the within Form 21  
has just been executed in the presence of:~~

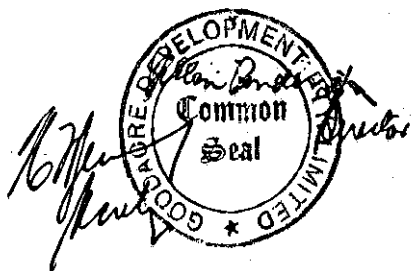
MERCANTILE CREDITS LIMITED by two of its  
Attorneys who state they have no notice of revocation  
of the Power of Attorney dated 25th November, 1960,  
Registered Number 65447 Miscellaneous Register (N.S.W.)  
whereby they execute this document.

*[Handwritten signature]*

Signed for and on behalf of Mercantile Credits Limited  
in my presence by the abovesaid Attorneys who are  
personally known to me.

*[Handwritten signature]*

A Justice of the Peace.



*[Handwritten text]*  
R 618093

K 715830

*B. Ford*

Instrument pursuant to Regulation 52D Conveyancing  
Act Regulations, 1961, setting out the terms of  
easements or restrictions as to user created by  
registration of the within-mentioned Deposited Plan.



*H. 23.6.1967*



No. **K 934151**

'68 JAN 30 AM 10:23

NEW SOUTH WALES  
 New South Wales

'68 JAN 25 AM 10:53

Enact fee \$1.00  
 R.P. 15  
 FEE:-  
 \$

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900)

- (Trusts must not be disclosed in the transfer.)
- Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.
- a. In a lease estate, strike out "in fee simple" and interline the required alteration.
- b. State in full the name of the person who furnished the consideration monies.
- c. Show in BLOCK LETTERS the full name, postal address and description of the persons taking.
- d. If more than one person is taking state whether they hold as joint tenants or tenants in common.
- e. The description may refer to the defined residue of the land in a certificate or grant (or "and being residue of Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being lot sec. 53 of the Conveyancing Regulations, 1961, a plan not to be annexed to or endorsed on this transfer form.
- f. A very short note will suffice.
- g. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
- As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1898.

**TRAYFER INVESTMENTS & DEVELOPMENTS PTY. LIMITED**

(and certain other parties)

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE DOLLAR (\$1.00)** (the receipt whereof is hereby acknowledged) paid to it by

**THE PROPRIETORS - STRATA PLAN NO. 3078**

do hereby transfer to

**THE PROPRIETORS - STRATA PLAN NO. 3078**

(herein called transferee)

of its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	BOTANY	whole PART	10607	179	BEING that part described as RIGHT of Footway (Variable Width) on the plan annexed hereto and marked with the letter HAV

AND THE TRANSFEROR hereby certifies that this transfer resolution duly passed by the proprietors of lots in the said Strata Plan and that all necessary consents in writing were given

Full and free right as appears on Annexure "B" hereto

**ENCUMBRANCES, &c., REFERRED TO**

- Mortgage No. K900284
- Easement created by Transfer No. J886126

Signed at Sydney the 22nd day of January, 1968

**THE COMMON SEAL of TRAYFER INVESTMENTS & DEVELOPMENTS PTY. LIMITED** was hereunto affixed by authority of the Directors thereof in the presence of:



Director  
 Director

**THE COMMON SEAL of THE PROPRIETORS - STRATA PLAN NO. 3078** was hereunto affixed in the presence of:



Signed by S. ALEWOOD Member of the Council

THIS SPACE TO BE LEFT FREE FROM NOTATION

NOT TO BE ALTERED BY ERASURE - See Foot Note

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted; only when the signature cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

42760

3

K 934151

"B"

This is the Annexure marked "B" referred to in Memorandum of Transfer dated  
22nd day of January 1968, between TRAYFER INVESTMENTS  
& DEVELOPMENTS PTY. LIMITED (as Transferor) and THE PROPRIETORS - STRATA  
PLAN NO. 3078 (as Transferee).

Full and free right, as appurtenant to the lands comprised in Certificates of  
Title Volume 10728 Folios 185 to 220 inclusive, to use in common with the  
Transferor as a swimming pool and sunbathing area that piece of land of  
irregular dimensions shown in the plan hereunto annexed as "proposed right of  
footway (var. width)" and for these purposes to enter upon the lands lastly  
described and on foot to go, pass, re-pass and remain thereon and bathe therein  
AND it is hereby agreed and declared as follows :-

*Appurtenant lots to interest in  
Annexure part of CP. 3078 only.  
- under 27/1/68 - 27/1/68*

- (a) The rights hereby conferred shall be deemed to extend to and include all persons permanently residing in lots 1 to 36 (inclusive) in Strata Plan No. 3078 whilst residing therein.
- (b) The successors in title to the transferor and all persons permanently residing in any Strata Lot hereafter forming part of any resubdivision of the lands described in the schedule hereinbefore contained shall share and enjoy, in common with the persons having the benefit of the rights hereby created, the full use of the said area for the purposes of a swimming pool and sunbathing area as aforesaid.
- (c) The provisions of a Deed dated the 11th day of January, 1968, and made between The Proprietors of Strata Plan No. 3078 of the One Part and Trayfer Investments & Developments Pty. Limited of the Other Part relative to the maintenance and upkeep of the said area and certain other matters shall be and remain in full force and effect.
- (d) The Transferee hereby certifies that this Transfer conforms with a resolution duly passed by the proprietors of lots in the said Strata Plan and that all necessary consents in writing were given.

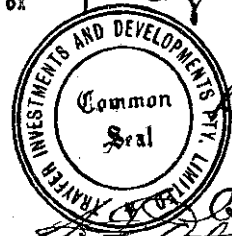

SIGNED at Sydney this 22nd day of January 1968, **B**

THE COMMON SEAL of TRAYFER INVESTMENTS & DEVELOPMENTS PTY. LIMITED was hereunto duly affixed by authority of the Board of Directors previously given and in the presence of :

*[Signature]*  
Secretary

THE COMMON SEAL of THE PROPRIETORS - STRATA PLAN NO. 3078 was hereunto affixed in the presence of :

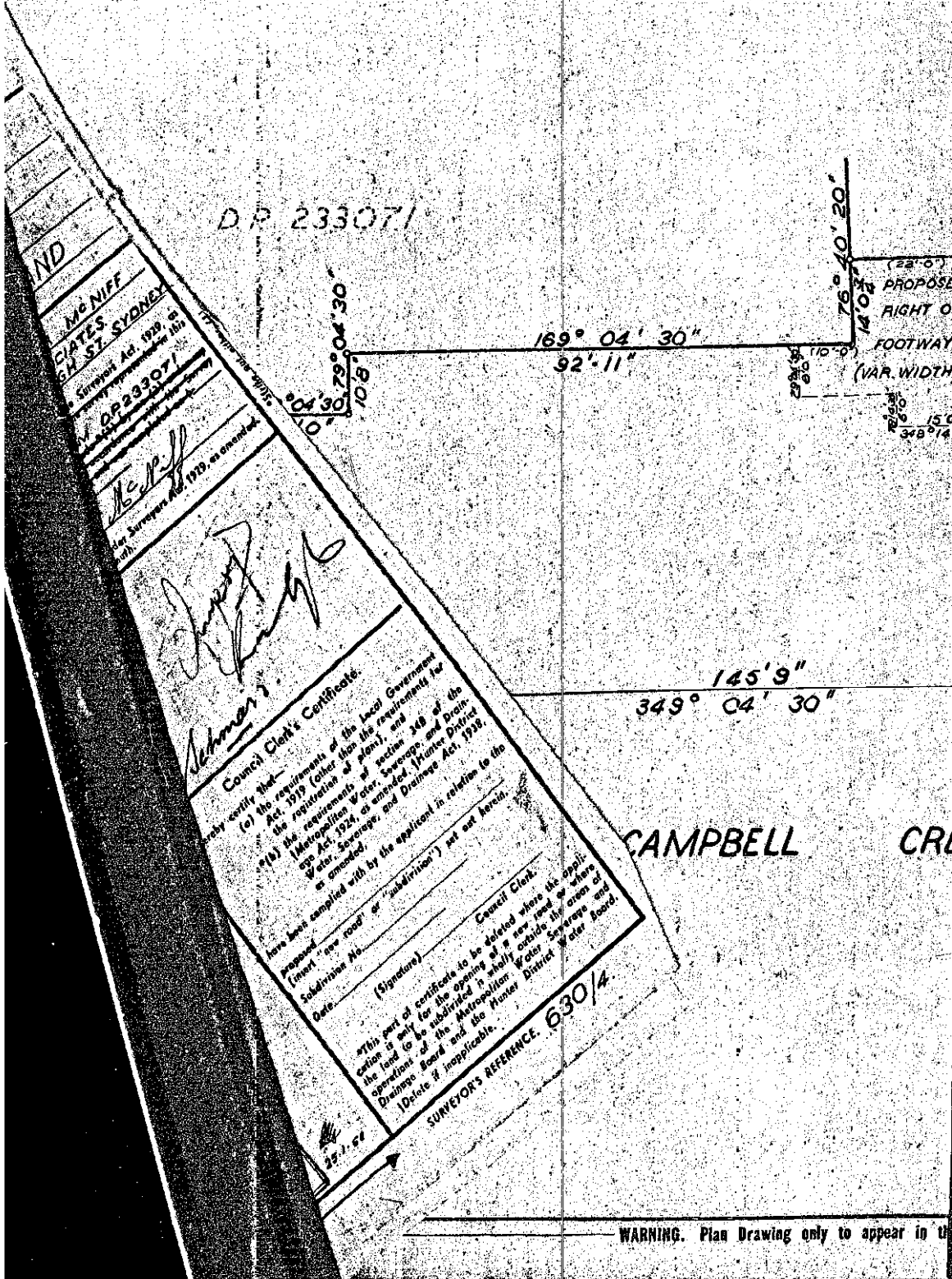
*[Signature]* Director

Members of the Council

Form 2 - This form must NOT be used where it is intended to dedicate public roads or public reserves or create drainage reserves.

THIS IS THE ANNEXURE marked "A" referred to in Memorandum of Mortgage made between TRAYFER INVESTMENTS & DEVELOPMENTS PTY.LIMITED & THE PROPRIETORS - STRATA PLAN NO. 3078 dated the 22nd day of January, 1968

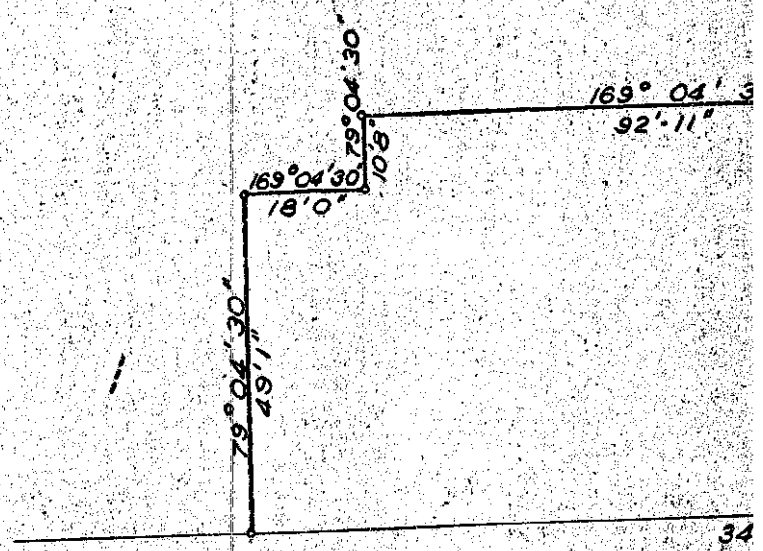


Plan Form 2—This form must NOT be used where it is intended to dedicate public roads or public res

THIS IS THE ANNEXURE marked "A" referred to in  
Memorandum of Mortgage made between  
TRAYFER INVESTMENTS & DEVELOPMENTS PTY.LIMITED &  
THE PROPRIETORS - STRATA PLAN NO. 3078  
dated the 22nd day of January, 1968

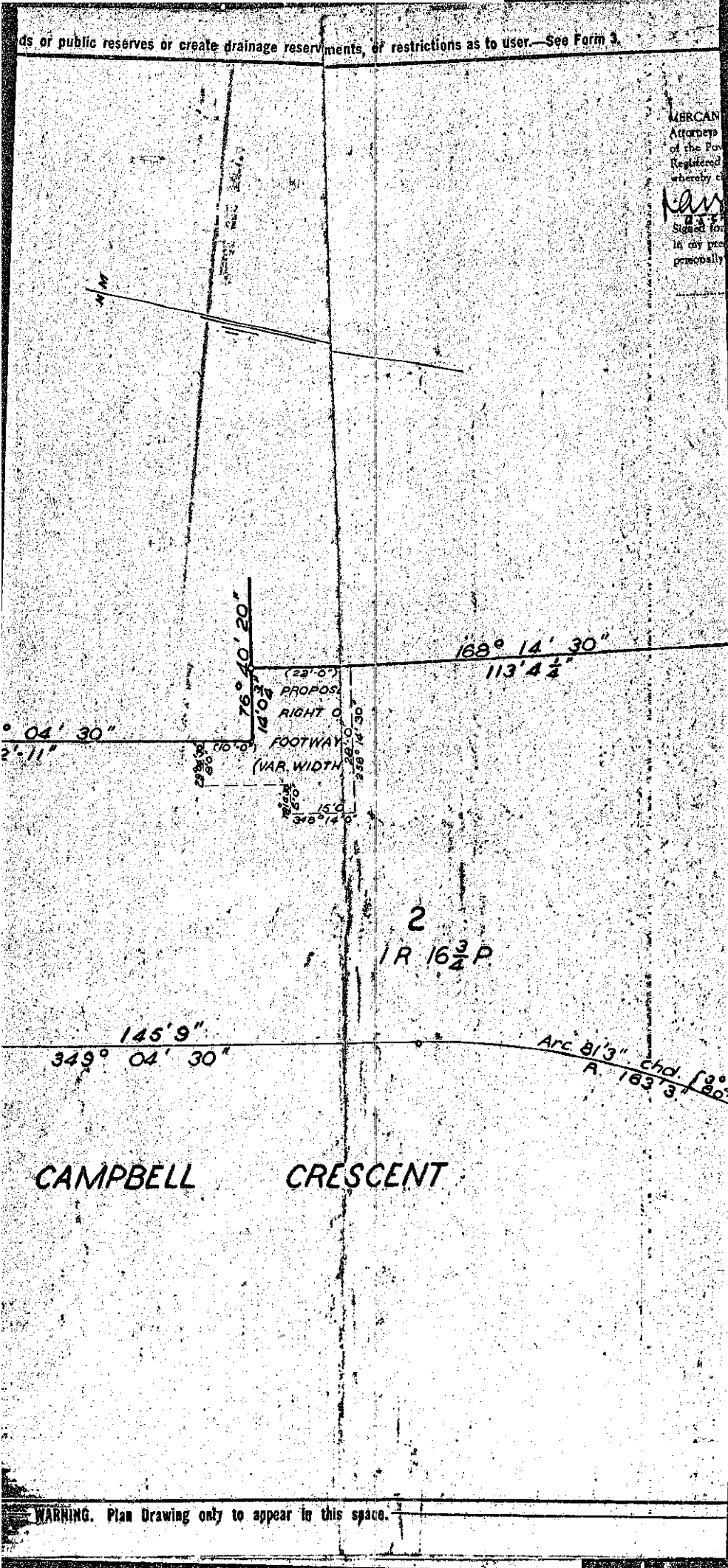
WARNING: Plan Drawing only to appear in this project.

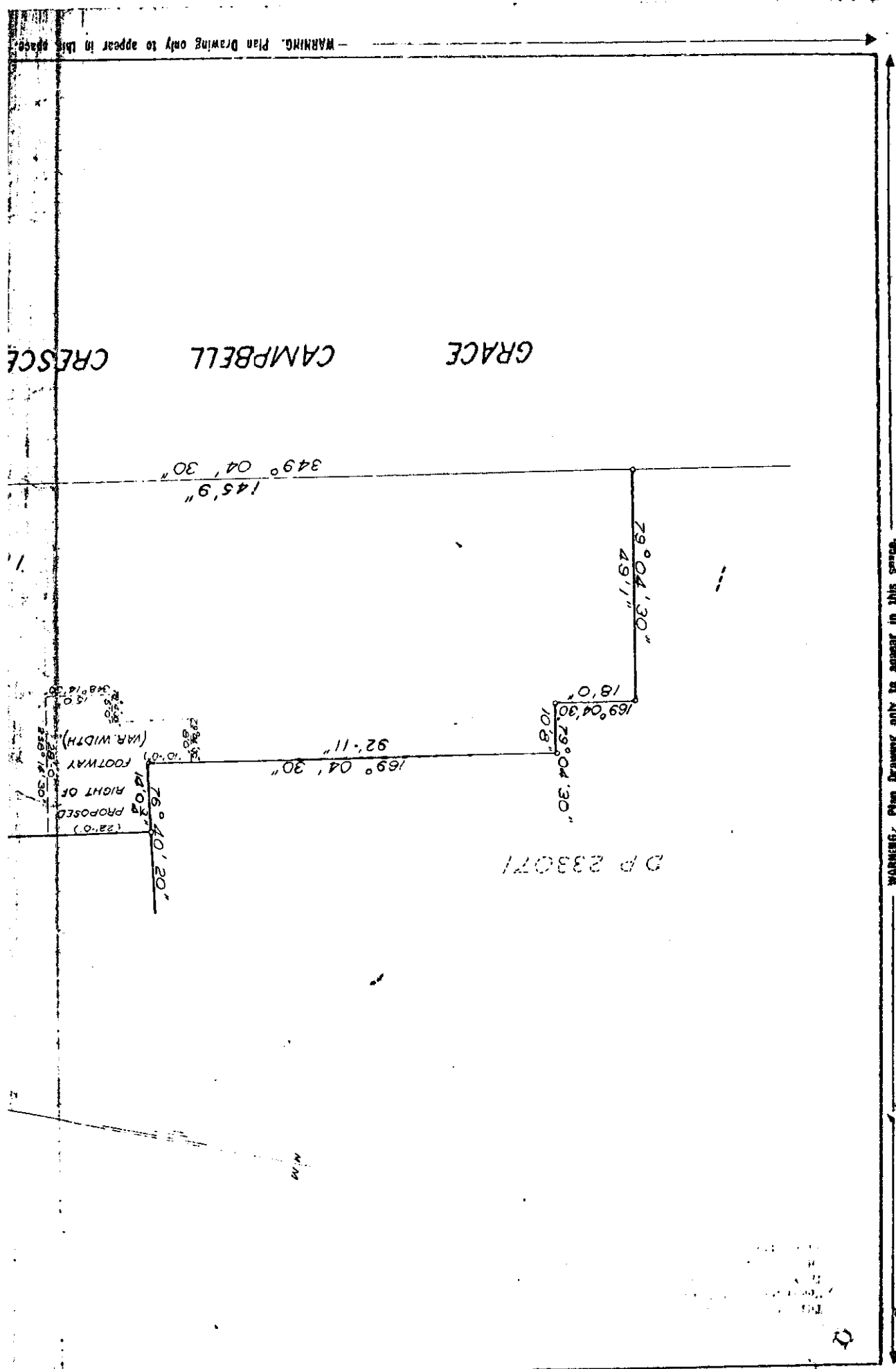
D.P. 233071



GRACE CA

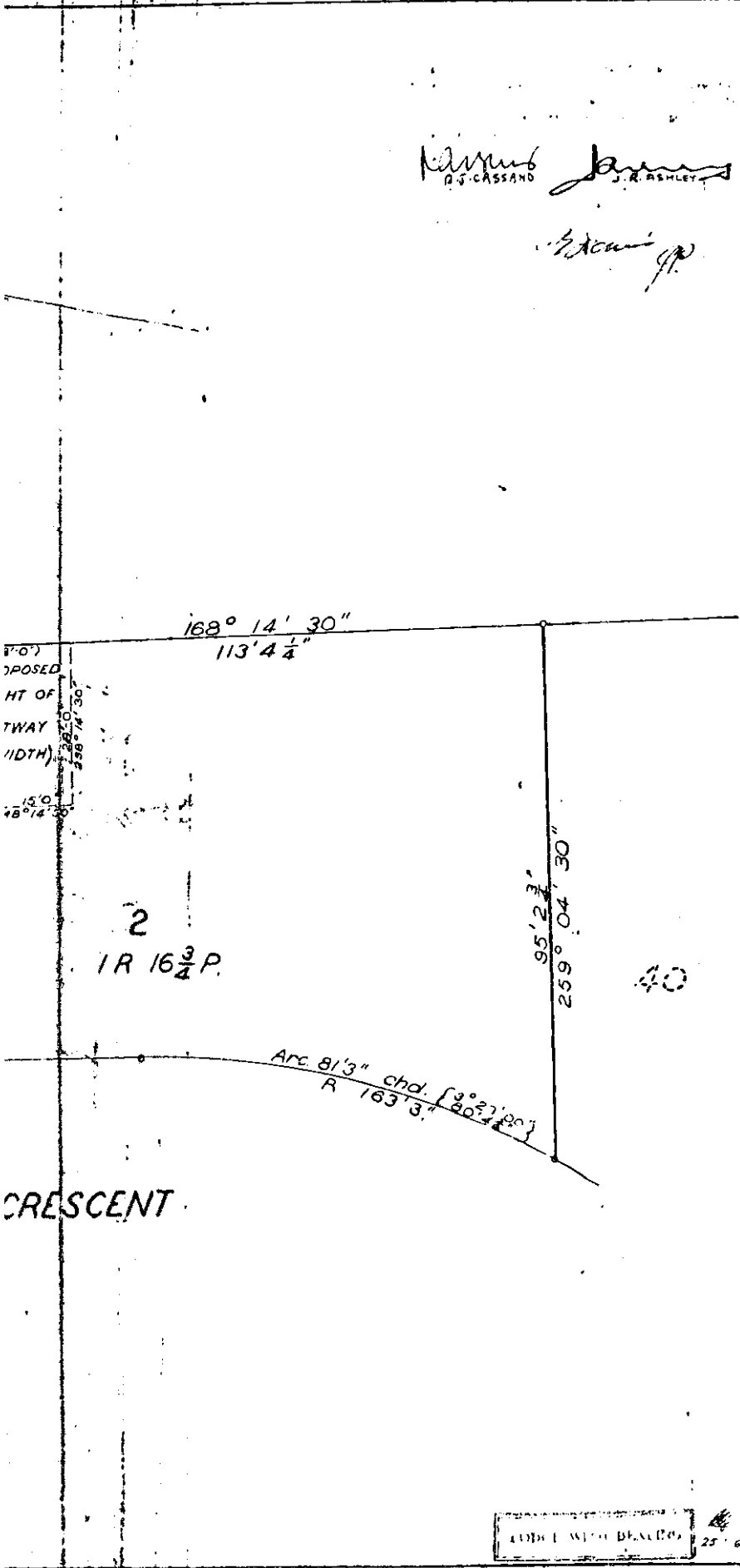
WARNI





res, easements, or restrictions as to user.—See Form 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



Registered: \_\_\_\_\_  
 C.A.: \_\_\_\_\_  
 Title System: \_\_\_\_\_  
 Purpose: \_\_\_\_\_  
 Ref. Map: \_\_\_\_\_  
 Last Plan \_\_\_\_\_

PLAN OF  
 PROPOSED RIGHT OF  
 FOOTWAY VARIABLE  
 WIDTH OVER LOT 2.  
 DP 233071  
 Scale: 20 feet to an inch

Mun./Shire \_\_\_\_\_  
 City: BOTANY  
 Locality: HILLSDALE  
 Parish: BOTANY  
 County: CUMBERLAND

I, GREGORY VICTOR MC NIFF  
GC BIRD & ASSOCIATES  
245 CASTLEBROUGH ST. SYDNEY  
 a surveyor registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this Plan  
COMPILED FROM DP 233071  
 is accurate and has been made after due and proper survey under my immediate supervision in accordance with the Survey Practice Regulations, 1928, and was completed on 8/12/67  
 Signature G.V. Mc Niff  
 Surveyor registered under Surveyors Act, 1928, as amended.  
 Datum Line of Azimuth.

[Signature]  
[Signature]  
[Signature]

Council Clerk's Certificate.  
 I hereby certify that—  
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and  
 (b) the requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1928, as amended,  
 have been complied with by the applicant in relation to the proposed  
 (insert "new road" or "subdivision") set out herein.  
 Subdivision No. \_\_\_\_\_  
 Date \_\_\_\_\_  
 (Signature) \_\_\_\_\_  
 Council Clerk.  
 \*This part of certificate to be deleted when the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.  
 [Delete if inapplicable.]

ADDIE WILCO BENNETT 25 67

**K 934151**  
 No. \_\_\_\_\_

Lodged by **S. SHERWOOD**  
 Address: **326 GEORGE STREET SYDNEY**  
 Phone No.: **29-8011**

~~Y. KOSKACRE DEVELOPMENTS PTY LIMITED~~  
~~MERCANTILE CREDITS PTY LIMITED~~

mortgagee under Mortgage No. K900284

~~hereby consents to this Transfer.~~

Dated at Sydney this 22nd day of January 1968.  
 Signed in my presence by \_\_\_\_\_

ERNEST ALAN SHERWOOD  
 who is personally known to me \_\_\_\_\_

MERCANTILE CREDITS LIMITED  
 BY IT'S ATTORNEY  
 \_\_\_\_\_  
 E. A. SHERWOOD Mortgagee.

appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

**MEMORANDUM AS TO NON-REVOCACTION OF POWER OF ATTORNEY**  
 (To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 60624 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 22nd day of January, 1968.  
 Signed in the presence of \_\_\_\_\_

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS\***

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER & Grant of Right of Footway	DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing
Checked by	Particulars entered in Register Book, 8-4-1968	1. _____ 2. <u>CT</u> 3. _____ 4. _____ 5. _____ 6. _____ 7. _____
Passed (in S.D.B.) by	at _____ 2 PM	Received Docs Nos <u>188</u> Receiving Clerk
Signed by	<u>J. Watson</u> Registrar General	

**PROGRESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Ergrossers		
Cancellation Clerk		
Vol.		Fol.



68 MAY 20 AM 11:26  
 NEW SOUTH WALES  
 \$=03719  
 STAMP DUTY  
 68 MAY 21 AM 11:13  
 68 MAY 25 AM 17:13  
 \$3700  
 \$21-00  
 2/15/68

TRANSFER AND GRANT OF EASEMENT

TRAYFER INVESTMENTS & DEVELOPMENTS PTY. LIMITED of 329 George Street, Sydney in the State of New South Wales (hereinafter called Transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances, liens and interests as are noted hereunder, in consideration of ONE DOLLAR (\$1.00) (the receipt whereof is hereby acknowledged) paid to it by THE PROPRIETORS - STRATA PLAN NO. 3078 (hereinafter called Transferee) does hereby transfer and grant to the said Transferee out of all such

its estate and interest in the land mentioned in the Schedule following

*(with consent of mortgagee)*

COUNTY	PARISH	REFERENCE TO TITLE		
		WHOLE OR PART	VOL.	FOL.
Cumberland	Botany	Whole	10607	179 <del>178</del>

full and free right, as appurtenant to the lands comprised in Certificates of Title Volume 10728 Folios 185 to 220 inclusive, to use in common with the Transferor as a swimming pool and sunbathing area that piece of land of irregular dimensions shown in the plan hereunto annexed as "proposed right of footway(3' 0" wide)" and for these purposes to enter upon the lands lastly described and on foot to go, pass, re-pass and remain thereon and bathe therein

AND it is hereby agreed and declared as follows :-

- (a) The rights hereby conferred shall be deemed to extend to and include all persons permanently residing in Lots 1 to 36 (inclusive) in Strata Plan No. 3078 whilst residing therein.
- (b) The successors in title to the Transferor and all persons permanently residing in any Strata Lot hereafter forming part of any resubdivision of the lands described in the schedule hereinbefore contained shall share and enjoy, in common with the persons having the benefit of the rights hereby created, the full use of the said area for the purposes of a swimming pool and sunbathing area as aforesaid.

*Handwritten signature*

L50506

3

- (c) The provisions of a Deed dated the 11th day of January, 1968, and made between The Proprietors of Strata Plan No. 3078 of the One Part and Trayfer Investments & Developments Pty. Limited of the Other Part relative to the maintenance and upkeep of the said area and certain other matters shall be and remain in full force and effect.
- (d) The Transferee hereby certifies that this Transfer conforms with a resolution duly passed by the proprietors of lots in the said Strata Plan and that all necessary consents in writing were given.

ENCUMBRANCES, &c., REFERRED TO

SIGNED at Sydney this 13<sup>th</sup> day of May 1968.

THE COMMON SEAL of TRAYFER INVESTMENTS & DEVELOPMENTS PTY. LIMITED was hereunto duly affixed by authority of the Board of Directors previously given and in the presence of :

*B. Adams*  
Secretary



Accepted, and the Company hereby certifies this Transfer and Grant to be correct for the purposes of the Real Property Act.

THE COMMON SEAL of THE PROPRIETORS STRATA PLAN NO. 3078 was hereunto affixed in the presence of :

*J. G. ...*  
Members of the Council.



*B. Adams*

④ L50506

*Transfer and Grant*



*Make mtge.*

MERCANTILE CREDITS LIMITED as Mortgagee under Mortgage No. K 900284

herely consents to the within Transfer and Grant of Easement.

MERCANTILE CREDITS LIMITED by two of its Attorneys who state they have no notice of revocation of the Power of Attorney dated 25th November, 1966, Registered Number 65447 Miscellaneous Register (N.S.W.) whereby they execute this document.

*[Signature]*  
Signed for and on behalf of Mercantile Credits Limited

In my presence by the abovesaid Attorneys who are personally known to me.

*[Signature]*  
A Justice of the Peace.

Particulars entered in Register Book Vol. 12607 Fol. 179

the 26<sup>th</sup> day of June 1968 at 2 o'clock in the afternoon.

*[Signature]*  
Registrar General



Passed S.D.B.  
3-6-68



*[Large handwritten signature]*



11 Norton Smith & Co 6557

No. **F182734**

LODGED BY  
**CONSENT OF MORTGAGEE**  
 (N.B. ~~Do not~~ execution read marginal note.)

**NORTON SMITH & CO.**  
 SOLICITORS,  
 HUNTER STREET, SYDNEY.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

i This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a form of discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_  
 who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby 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 transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of \_\_\_\_\_

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ the attesting witness to this instrument and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED <i>Link</i>	MEMORANDUM OF TRANSFER <i>Subject to Covenant</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>5456</i> Folio <i>149</i>
Passed (in S.D.B.) by	the <i>12th</i> day of <i>April</i> 19 <i>52</i> at _____	1 _____ Received Docs. 2 _____ Nos. 3 _____ 4 _____ 5 _____ 6 _____ Receiving Clerk. 7 _____
Signed by <i>[Signature]</i>	_____ minutes past <i>12</i> o'clock in the _____ hour. <i>[Signature]</i> Registrar-General.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...	<i>DEH</i>	<i>3/4/50</i>
Draft examined...	<i>ms</i>	<i>1/1</i>
Diagram prepared	<i>[Signature]</i>	<i>4.4.50</i>
Diagram examined	<i>[Signature]</i>	<i>4.4.50</i>
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk	<i>[Signature]</i>	<i>14/6</i>
VOL.	<b>6185</b>	<b>3</b>

**EXECUTION OUTSIDE NEW SOUTH WALES.**  
 If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
 The fees are:—Upon lodgment (a) 15/-. If accompanied by the relevant title or evidence of production thereof, (b) 5/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 5/- to 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.  
 Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



H.P. 18.  
New South Wales JUN 14 10 15 1928

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fee ...  
Lodgment ...  
Endorsement ...  
Certificate ...

B676040

(Transfers must not be dispensed with by the Registrar)

*U.S. W. Realty Co. Limited* (herein called transferror)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of *Five hundred and twenty seven pounds ten shillings* (\$527/10/0) (the receipt whereof is hereby acknowledged) paid to it by

*Edward Henderson of 25 Nelson Street Annandale*  
*Bricklayer and James Henderson of Rhodes Street Matraville, Brickworker* (herein called transferees)

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

do hereby transfer to the said transferees as joint tenants ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

c. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ...". Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

County	Parish	State if Whole or Part	Vol.	Folio
Cumberland	Botany	Part being Lot 8 on D.P. 15072	3716	96

d. Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

and the transferees covenants with the transferror

And the Transferror do hereby for themselves their respective executors, administrators and assigns and so as to bind not only themselves their respective executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof Covenant with the said Company and its assigns that the Transferees themselves their respective executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than four hundred and fifty pounds. (2000)

And for the purposes of section 89 of the Conveyancing Act of 1919, it is hereby further Agreed and Declared that:—

(a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 15072 other than the land hereby transferred.

(b) The land which is to be subject to the burden of the above covenants is the land described herein.

(c) The above covenants may be altered, varied or modified with the consent of the said Company or its assigns.

ENCUMBRANCES, &c., REFERRED TO.

e. A very short description of the land.

Subject to Notifications Referred to in Certificate of Title Volume 3716 Folio 96.

f. If executed within the State this instrument should be signed or acknowledged on the Registrar-General's Office by a Notary Public, a J.P. or Commissioner for Affidavits to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Signed at Sydney the twenty-second day of May 1928  
THE COMMON SEAL OF N.S.W. REALTY CO. LIMITED was hereto affixed by EDWARD ANTHONY LIVI the Manager who is PERSONALLY KNOWN TO ME  
Signed *Leo P. Howe*

the twenty-second day of May 1928  
*Edward Henderson*  
Transferror

g. Repeat attestation if necessary.

h. If the Transferror or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferees  
and WHO IS PERSONALLY KNOWN TO ME  
*Edward Henderson*  
*James Henderson*

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
*Edward Henderson*  
Transferee

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **B676040**

LODGED BY *W. O. Schrader & M. J. Judd*  
 4 Castlereagh Street  
 Sydney

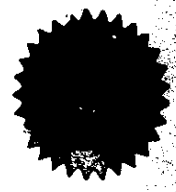
**CONSENT OF MORTGAGEE.**  
**CITY MUTUAL LIFE ASSURANCE SOCIETY LIMITED**

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

**THE COMMON SEAL of the CITY MUTUAL LIFE ASSURANCE SOCIETY LIMITED**

was hereto witnessed by the Directors thereof at Sydney this 27th day of June 1928 in the presence of W. O. Schrader who is personally known to me.

Mortgagee  
*W. O. Schrader*  
*M. J. Judd*



**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby 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 transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 1928.  
 Signed at the place and on the date above-mentioned, in the presence of—

This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1913, or the Execution of Trusts (War Facilities) Act, 1917.  
 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**FORM OF DECLARATION BY ATTESTING WITNESS.\***

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and twenty \_\_\_\_\_ and declared that he, personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

BY MEMORANDUM OF TRANSFER of  
Acres 1 roods 27/4 perches.  
Lot 8 Depts Plan 15072  
(Subject to covenants)  
 Since \_\_\_\_\_  
 Municipality Botany  
 Parish Botany County \_\_\_\_\_  
Edwin Henderson and } as joint  
James Henderson } tenants  
 Transferees

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

Nature	No.	Reg'd Propt., M'gor, etc.

Particulars entered in Register Book, Vol. 516 Fol. 16

the 27th day of June 1928  
 at \_\_\_\_\_ minutes 4 o'clock in the after noon.

*W. O. Schrader*  
 Registrar-General  
 NEW SOUTH WALES

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch	<i>W. O. Schrader</i>	<u>27/6/28</u>
Received from Records	<i>W. O. Schrader</i>	<u>27/6/28</u>
Draft written	<i>W. O. Schrader</i>	<u>27/6/28</u>
Draft examined	<i>W. O. Schrader</i>	<u>27/6/28</u>
Diagram prepared	<i>W. O. Schrader</i>	<u>27/6/28</u>
Diagram examined	<i>W. O. Schrader</i>	<u>27/6/28</u>
Draft forwarded	<i>W. O. Schrader</i>	<u>27/6/28</u>
Supt. of Engrossers	<i>W. O. Schrader</i>	<u>27/6/28</u>
Cancellation Clerk	<i>W. O. Schrader</i>	<u>27/6/28</u>
VOL. <b>4160</b> FOL. <b>21</b>		
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/5. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six lots of engrossing.

Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.



SEP 30 9 39 AM 1941

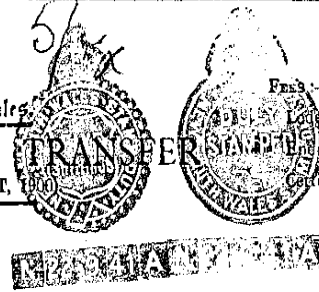
R.P. 19.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

D 63400



Fee -  
 Lodgment ... : 12/6  
 Endorsement ... : :  
 Certificate ... : :  
 1/12/41  
 30/9/41

Trusts must not be disclosed in the transfer.)

THE HAYMAKERS LAND AND BUILDING COMPANY LIMITED

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

(herein called transferor )  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND TWENTY FIVE POUNDS (£125/-) (the receipt whereof is hereby acknowledged) paid to it by

HARRY MONRIEF BEEFORD of Matraville, Builder, and DOXIE BEALE BEEFORD his wife,  
 (herein called transferees)

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

do hereby transfer to the said transferees as Joint Tenants ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :-

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Gunterland	Botany	Part	4176	36	Being Lot Nine (9) of Marreen Estate as shown on Deposited Plan No. 15072.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto or "being the residue of the land in certificate (or certificates) registered Vol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

AND the transferees hereby for themselves their executors administrators and assigns and so as to bind not only themselves their executors administrators and assigns but also the said piece of land hereinbefore expressed to be heretofore transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the transferees their executors administrators and assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED AND FIFTY POUNDS.

AND for the purposes of Section 88 of the Conveyancing Act of 1919-1939 IT IS HEREBY FURTHER AGREED AND DECLARED that:-  
 (a) The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 15072 other than the land hereby transferred.  
 (b) The land which is to be subject to the burden of the above covenant is the land described herein.  
 (c) The above covenant may be released varied or modified by or with the consent of the said Company on its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

Subject to the reservations of minerals. Also Conditions as to Section 2 of the Mining Act of 1889.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a Commissioner for Magistrates, or to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overlaid. As to instruments executed elsewhere, see page 2.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 GIVEN under the Common Seal of THE HAYMAKERS LAND AND BUILDING COMPANY LIMITED by order of the Board of Directors this eighth day of September 1941 and SIR ARTHUR RICHARD and GORDON DEWILL RICHARD two of the Directors, constituting such Board signed the same in the presence of:  
 \_\_\_\_\_  
 Manager.

\_\_\_\_\_ Transferrer.  
 \_\_\_\_\_  
 \_\_\_\_\_

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
 AND  
 \_\_\_\_\_  
 \_\_\_\_\_

WE Accepted, and hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
 H. M. Beeford.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Transferees.

\* Signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
 † N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.  
 No alterations should be made by erasures. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

REPLICATE OF TITLE PARTIALLY CANCELLED



Form: 15CH  
Release: 2:0

**CONSOLIDATIO  
CHANGE OF BY-L**

New South Wales

Strata Schemes Management  
Real Property Act 19



**AR27808V**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorise  
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 3078	
(B) LODGED BY	Document Collection Box <b>1095D</b>	Name, Address or DX, Telephone, and Customer Account Number if any Hind & Associates GPO Box 4519 SYDNEY NSW 2001 Reference: <u>SP 3078</u>
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 3078 certify that a special resolution was passed on 11/3/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows--
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. By-Law 24  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
As per 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. 3078 was affixed on 14/4/2021 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

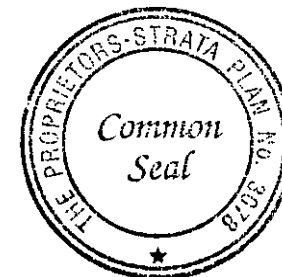
Name: Drew Spence

Authority: Strata Managing Agent

Signature:

Name:

Authority:



## ANNEXURE "A" TO CONSOLIDATION / CHANGE OF BY-LAWS

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### CONSOLIDATION BY-LAWS FOR STRATA PLAN NO. 3078

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The seal of The Owners – Strata Plan 3078 was affixed on 14 April 2021 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:



Name(s):

DREW SPENCE

Authority:

STRATA MANAGING AGENT



## **INDEX TO CONSOLIDATED BY-LAWS**

1. By-Laws 1-19 – Schedule 2 By-Laws for Pre 1996 Strata Schemes Management Act Regulation 2015
2. By-Law 20 – Continuous Flow Gas Hot Water Systems External Wall  
*(Renumbered – Previously Special By-Law 1)*
3. By-Law 21 – Preservation of Fire Services  
*(Renumbered – Previously Special By-Law 2)*
4. By-Law 22 – Compensation to Owners Corporation (Dealing AG624824)  
*(Renumbered – Previously Special By-Law 3)*
5. By-Law 23 – Replacement of Kitchen & Bathroom Fixtures  
*(Renumbered – Previously Special By-Law 4)* (Dealing AH609641)
6. By-Law 24 – Window Safety Devices (Unregistered Dealing)

## **1 NOISE**

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

## **2 VEHICLES**

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

## **3 OBSTRUCTION OF COMMON PROPERTY**

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

## **4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

An owner or occupier of a lot must not:

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

## **5 DAMAGE TO COMMON PROPERTY**

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

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

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the Strata Schemes Management Act 2015 , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

## **6 BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

## **7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising

effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

#### **8 BEHAVIOUR OF INVITEES**

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

#### **9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

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

#### **10 DRYING OF LAUNDRY ITEMS**

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

#### **11 CLEANING WINDOWS AND DOORS**

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

#### **12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

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

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

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

#### **14 FLOOR COVERINGS**

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

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

## **15 GARBAGE DISPOSAL**

An owner or occupier of a lot:

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

## **16 KEEPING OF ANIMALS**

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

## **17 APPEARANCE OF LOT**

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

## **18 NOTICE BOARD**

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

## **19 CHANGE IN USE OF LOT TO BE NOTIFIED**

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

## **BY LAW NO. 20 - EXCLUSIVE USE CONTINUOUS FLOW GAS HOT WATER SYSTEMS EXTERNAL WALL**

### **Definitions**

**"The Owners Corporation"** means the Owners Corporation of Strata Scheme number 3078

**"Owner"** means the Owner for the time being

**"Lot"** means Lots 2, 3, 4, 5, 6, 7, 11, 14, 15, 16, 17, 18, 20, 21, 22, 24, 25, 27, 28, 31, 32, 34 & 36 in the Strata Scheme.

**"Works"** On the conditions set out in this by-law, "the owner" shall have a special privilege in respect of the common property to make and to maintain the following additions and alterations to common property for the purpose of servicing the lot with gas hot water ("the installation")

- (i) Install a continuous flow Gas Hot Water system flush to the exterior brickwork adjacent to the kitchen of the Lot.
- (ii) Affix copper gas pipe to the external wall and drill a hole in the external wall of the Lot for the provision of gas supply to the Lot through that hole and connect it to gas appliances within the Lot;
- (iii) Install all necessary fixtures, fittings, pipes, valves and meters to operate gas appliances within the Lot; and
- (iv) Repair all damage caused to common property, including walls, brickwork, floors, grass, gardens and paths, caused by the installation of the gas pipe.

### **Conditions Prior to the works**

Before starting the works, the owner must provide the Owners Corporation with a copy of:

- (i) Specifications of the system being installed.
- (ii) Any approval of the local Council, including all drawings, specifications, conditions and notes, if the local Council requires the works to be approved;
- (iii) The construction certificate for the works, if required under Environmental Planning and Assessment Regulation 2000;
- (iv) The certificate of insurance relating to the performance of the works if required under Section 92 of the Home Building Act 1989; and
- (v) Evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the owner is a named party.

**In exercising the special privilege conferred by this by-law, the owner must:**

- (i) Engage only contractors duly licensed to carry out the works;

- (ii) Ensure that the works are completed in a proper and skilful manner, using proper and best-quality materials;
- (iii) Ensure that the works are completed in accordance with local Council requirements, the Building Code of Australia and all pertinent Australian Standards; and
- (iv) Not obstruct or impede nor allow the obstruction or impediment of the common areas of the strata scheme in the course of the works, by building materials, tools, machinery or debris.

#### **Maintenance and repair**

Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation will continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common property.

The owner must maintain the works in a state of good and serviceable repair, and must renew or replace them when necessary.

#### **Indemnity and Insurance**

The Owner shall indemnify the owners corporation against the following:

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
- (b) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Strata Schemes Management Act 1996 ("the Act") or in exercising the power of entry for purposes of or related to such works.

#### **Workmanlike Manner**

The Works must be done in a proper and workmanlike manner using new materials and be in keeping with the appearance of the building.

#### **Work Times**

The Owner shall not undertake the Works or allow them to be undertaken except between the hours of 8.00am and 5.00pm Monday to Saturday inclusive (excluding public holidays).

#### **Statutory Directions**

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

#### **-Disturbance**

The Owner shall ensure the Works are undertaken in such a way as to cause minimum disturbance and inconvenience to the lots or their occupiers and owners.

### **Damage**

At the request of the Owners Corporation, the Owner shall make good any damage to the common property in the strata scheme caused directly or indirectly by the Works or by the altered condition of the common property or lots deriving from the works.

### **Adjacent Common Property**

All areas of common property adjacent to the Works or used for or in relation to the Works shall be maintained in a clean and tidy state while the Works are being done.

### **Common Property**

The Owner must maintain and repair all common property to which the Works are installed.

### **Completion Time**

The Works may be undertaken at such time as the Owner decides in his or her absolute discretion.

### **Owner's Fixtures**

- (a) The Works shall be and remain the Owner's fixture;
- (b) The Owner shall maintain them in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require.

### **By Law Default**

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

#### **BY LAW NO. 21 – PRESERVATION OF FIRE SERVICES**

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.

#### **BY LAW NO. 22 – COMPENSATION TO OWNERS CORPORATION**

Without in any way limiting the generality of his or her liability otherwise howsoever occurring,

a) each owner of a lot in the strata scheme shall:

- I. be responsible for,
- II. bear the cost of; and
- III. pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by

A) His or her wilful act or carelessness; or

B) The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, (in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or

C) the wilful act or carelessness of any guest or invitee whether the details of whom are known or unknown) of his or her lessees or licensees (in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand);

b) For the purpose of paragraph (a) above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the letter referred to in paragraph (a) above) to receive such moneys from the said lessee, licensee, guest invitee or contractor.

## **BY LAW NO. 23 - REPLACEMENT OF KITCHEN & BATHROOM FIXTURES**

(1) The Owners Corporation permits all lot owners to undertake the

following work in respect of their lot:

- a. Replacing the entire original bathroom and its fixed content including floor and wall tiles.
- b. Replacing the entire original kitchen and its fixed content including wall & floor tiles.

(2) By undertaking the above work, the owner understands that the said

items will no longer be maintained by the Owners Corporation and will be the responsibility of the current or future lot owner to repair, maintain and/or replace as required.

(3) The owner must:

- a. Obtain, prior to the commencement of the building works consent from the Executive Committee of the Owners Corporation, Local Council Authority, If required, the consent authority and all other relevant statutory and governmental authorities to perform the building works;
- b. Provide to the Owners Corporation, within a reasonable time, a copy of any application for consent of council, any consent authority or statutory or governmental authority and copies of all consents issued
- c. Use qualified, reputable, and where appropriate, licensed contractors to carry out the building works;
- d. Ensure that works are carried out in a proper and workmanlike manner and to the reasonable satisfaction of the owners corporation; and
- e. Repair any damage they (or persons carrying out the Building Works on their behalf) cause to Common Property or the property of another owner or occupier, while carrying out the building works.

## **By-Law No. 24 – Window Safety Devices**

### **1. Introduction**

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

### **2. Definitions**

---

In this by-law:

“**Act**” means the *Strata Schemes Management Act 2015* including any amendment of it and any Act replacing it;

“**lot**” means any lot in the strata scheme;

“**Regulation**” means the *Strata Schemes Management Regulation 2016* including any amendment of it and any Regulation replacing it;

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

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

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

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

---

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

### **4. Conditions for Window Safety Devices**

---

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

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

---

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

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

### **6. Commencement Date**

---

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

#### 7. Breach of this By-Law

---

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

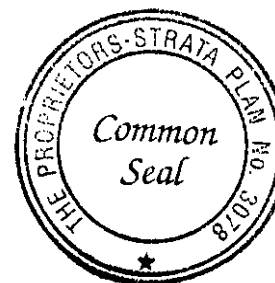
- (a) remedy that breach including, if necessary, by repairing or replacing any window safety devices or window locks and latches in connection with your lot; and
- (b) recover as a debt from you the costs it incurs remedying that breach including, where relevant, the costs of repairing or replacing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

The seal of The Owners – Strata Plan 3078 was affixed on 14 April 2021 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(s): 

Name(s): DREW SPENCE

Authority: STRATA MANAGING AGENT



## Approved Form 10


### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No **3078** was affixed on <sup>^</sup> **14 April 2021** 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: **DREW SPENCE** Authority: **STRATA MANAGER**

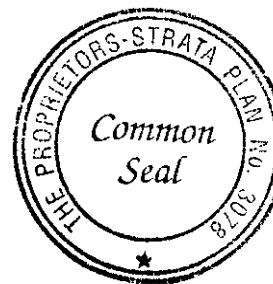
Signature: ..... Name: ..... Authority: .....

<sup>^</sup> Insert appropriate date  
\* Strike through if inapplicable.

---

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

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



27 August 2025

Our Ref: Certificate No. 84810  
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

## SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

### ISSUED TO:

InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY NSW 2001

Council: Bayside  
County: Cumberland  
Parish: St George

Fee: 71.00  
Receipt No: 5940051  
Receipt Date: 26 August 2025  
Your Ref: 111919:105000

**PROPERTY: 25/5 GRACE CAMPBELL CRESCENT, HILLSDALE NSW 2036**

Lot 25 SP 3078

FI

Assessment No: 57853

**Date: 27 August 2025**

For  
Meredith Wallace  
**General Manager**

**Rockdale Customer Service Centre**  
444-446 Princes Highway  
Rockdale NSW 2216, Australia  
ABN 80 690 785 443

**Eastgardens Customer Service Centre**  
Westfield Eastgardens  
152 Bunnerong Road  
Eastgardens NSW 2036, Australia  
ABN 80 690 785 443

**T 1300 581 299 | 02 9562 1666**  
**E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)**  
**W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)**

**Postal address:** PO Box 21, Rockdale NSW 2216



**Telephone Interpreter Services - 131 450**

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمه الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

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**Notes:** (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

**1 Names of relevant planning instruments and development control plans**

**(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.**

Bayside Local Environmental Plan 2021

State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing) 2021
State Environmental Planning Policy	(Biodiversity and Conservation) 2021
State Environmental Planning Policy	(Resilience and Hazards) 2021
State Environmental Planning Policy	(Transport and Infrastructure) 2021
State Environmental Planning Policy	(Industry and Employment) 2021
State Environmental Planning Policy	(Resources and Energy) 2021
State Environmental Planning Policy	(Primary Production) 2021
State Environmental Planning Policy	(Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy	(Planning Systems) 2021
State Environmental Planning Policy	(Sustainable Buildings) 2022

Bayside Development Control Plan 2022

**(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.**

<b>State Environmental Planning Policy</b>	(Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023
<b>State Environmental Planning Policy</b>	Explanation of Intended Effect Amendments to the: State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for outdoor dining on private land and at registered clubs; and Standard Instrument – Principal Local Environmental Plan 2006 to include a new floor space bonus clause for new developments to include music venues
<b>Explanation of Intended Effect</b>	Changes to Deter Illegal Tree and Vegetation Clearing

### **Explanation of Intended Effect: Improving Planning Processes to Deliver Infrastructure Faster**

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms, which propose changes to:

- *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP); and
- *State Environmental Planning Policy (Planning Systems) 2021* (Planning Systems SEPP).

#### Proposed changes to the T&I SEPP

Changes are proposed to the following sections of the T&I SEPP:

Educational establishments; Health services facilities; National Parks and Wildlife Service Land; Electricity generating works and solar energy; Greater Sydney Parklands; Emergency services facilities; Water treatment facilities; Water storage facilities; Infrastructure in coastal areas; Demolition of buildings; Temporary structures on parks and other public reserves; Electric vehicle charging units; Research and monitoring stations; Three ports planning controls; Moorebank Freight Intermodal Precinct; Australian Botanic Gardens – Mount Annan; Other changes, including a proposed restructure of the SEPP.

The proposed changes aim to:

- make it easier to deliver infrastructure at the right time, including speeding up projects that benefit the community, create jobs and support economic growth;
- do so in a way that protects residential amenity, the environment and heritage items from any impacts of this deliver;
- help ensure a consistent approach between different infrastructure activities with similar characteristics and impacts; and
- improve the usability of the SEPP.

#### Proposed changes to the Planning Systems SEPP

A proposed amendment to the Planning Systems SEPP alters the planning approval pathways for Water Treatment Facilities. The proposed change seeks to deliver essential infrastructure more efficiently while maintaining an appropriate level of environmental assessment.

DPHI is exhibiting this EIE in line with its Community Participation Plan, which aims to involve more people in decisions about the NSW planning system.

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

Public exhibition concluded on **Tuesday 16 April 2024**.

### **Explanation of Intended Effect: Complying Development for Farm Buildings, Rural Sheds and Earthworks**

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for changes to the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. The changes include allowing some Complying Development Codes to apply to land identified as Acid Sulfate Soils Class 2 if a suitably qualified expert certifies that an Acid Sulfate Soils Management Plan is not required. This change would affect several Complying Development Codes that presently apply within Bayside, including the:

- Housing Code,
- Low Rise Housing Diversity Code, and
- Industrial and Business Buildings Code

Further changes are proposed, but these are not expected to apply to any land in the Bayside LGA.

For more information and to provide feedback to DPHI, please access the consultation website on the NSW Planning Portal here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Public exhibition concluded on Friday **14 June 2024**.

### **Planning Proposal – Medium Density Residential Uses**

On 10 November 2023, Council received a Gateway Determination to make amendments to the *Bayside Local Environmental Plan 2021* to land zoned R3 Medium Density Residential to facilitate development of new homes.

This proposal seeks to:

- **Increase the maximum Floor Space Ratio (FSR)** from 0.6:1 to 0.7:1, and
- **Introduce a new provision** stating that Clause 4.1 will not apply to the subdivision of land in Zone R3 on which the erection of Multi-Dwelling Housing or Attached Dwellings have been approved or are proposed.

For more information and to provide feedback, access Council's Have Your Say Page, available here: <https://haveyoursay.bayside.nsw.gov.au/planning-proposal-medium-density-residential-uses>

Public exhibition concluded on **Monday 11 November 2024**.

### **Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP).**

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms to various Environmental Planning Instruments (EPIs) for the following purposes:

#### **Current planning pathways**

- Expand the non-refusal standards for different types of entertainment
- Develop new model conditions of consent for entertainment

#### **Events**

- Increase development standards for temporary structures used at community events
- Support events at major precincts by enabling more events across new and existing sites
- Support Vivid Sydney with exempt development standards for the temporary light and sound structures
- Allow temporary extended trading hours for unlicensed businesses during special events
- Support events in town halls

#### **Outdoor dining and food trucks**

- Investigate providing outdoor music and outdoor dining patron increases using exempt development
- Extend exempt development pathways to make outdoor dining easier at farm gate premises
- Improve provisions for food trucks in residential and conservation zones, and investigate measures for food businesses using shipping containers

#### **Changes to the Business and Industrial Codes in the Codes SEPP**

- Allow a change of use in the SP4 enterprise zone
- Development standards to retrofit bike rails and bike lockers in existing buildings

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-cultural-state-environmental-planning-policy-sepp>

Public exhibition concluded on **Friday 7 February 2025**.

No draft Development Control Plan applies to the land.

**(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or**
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.**

**(4) In this section—**

***proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.**

## **2 Zoning and land use under relevant planning instruments**

**The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—**

- (a) the identity of the zone, whether by reference to—**
  - (i) a name, such as “Residential Zone” or “Heritage Area”, or**

- (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone—  
(i) may be carried out without development consent, and  
(ii) may not be carried out except with development consent, and  
(iii) is prohibited,

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

### **Zone R3 Medium Density Residential**

#### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure land uses are carried out in a context and setting to minimise impact on the character and amenity of the area.
- To enable residential development in accessible locations to maximise public transport patronage and encourage walking and cycling.

#### **2 Permitted without consent**

Home-based child care; Home occupations

#### **3 Permitted with consent**

Attached dwellings; Bed and Breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual Occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health service facilities; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Water supply systems

#### **4 Prohibited**

Any other development not specified in item 2 or 3

- (c) whether additional permitted uses apply to the land,

### **35 Use of certain land in R3 Medium Density Residential zone for residential flat buildings**

- (1) This clause applies to land identified as “35” on the Additional Permitted Uses Map.
- (2) Development for the purposes of a residential flat building is permitted with development consent.

- (d) **whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,**

**No development standards apply** to the land that fixes minimum land dimensions for the erection of a dwelling house.

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**Note:** The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

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- (e) **whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,**

The land **is not** in an area of outstanding biodiversity value.

- (f) **whether the land is in a conservation area, however described,**

The land **is not** in a conservation area.

- (g) **whether an item of environmental heritage, however described, is located on the land.**

There is **no such item** situated on the land.

### 3 Contributions plans

- (1) **The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.**

City of Botany Section 7.11 Development Contributions Plan 2016  
City of Botany Bay Section 94A Development Contributions Plan 2016  
**Note:** For a copy of the plans please access Bayside Council's website at [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au).

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**Note:** If land is within the former Rockdale City Local Government Area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all Development Applications and applications for Complying Development Certificates made prior to 1 June 2004.

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- (2) **If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—**  
(a) **the name of the region, and**  
(b) **the name of the Ministerial planning order in which the region is identified.**

The land is within the Greater Sydney region. The *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024* applies to this land.

- (3) **If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

- (4) **In this section—**  
***continued 7.23 determination* means a 7.23 determination that—**

- (a) has been continued in force by the Act, Schedule 4, Part 1, and  
(b) has not been repealed as provided by that part.

The land is not within a special contributions area to which a continued 7.23 determination applies.

---

**Note:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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#### 4 Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

##### **Housing Code**

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 5 of the Policy as land affected by a ground water exclusion zone.

##### **Inland Code**

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 5 of the Policy as land affected by a ground water exclusion zone.

##### **Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 5 of the Policy as land affected by a ground water exclusion zone.

##### **Pattern Book Development Code**

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 5 of the Policy as land affected by a ground water exclusion zone.

**Rural Housing Code**

Complying development **may be** carried out on the land under the above code.

**Greenfield Housing Code**

Complying development **may be** carried out on the land under the above code.

**Industrial and Business Buildings Code**

Complying development **may be** carried out on the land under the above code.

**Housing Alterations Code**

Complying development **may be** carried out on the land under the above code.

**General Development Code**

Complying development **may be** carried out on the land under the above code.

**Industrial and Business Alterations Code**

Complying development **may be** carried out on the land under the above code.

**Container Recycling Facilities Code**

Complying development **may be** carried out on the land under the above code.

**Subdivisions Code**

Complying development **may be** carried out on the land under the above code.

**Demolition Code**

Complying development **may be** carried out on the land under the above code.

**Fire Safety Code**

Complying development **may be** carried out on the land under the above code.

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**Notes:**

(1) If a reference is made to “part of the land”, Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

---

**5 Exempt development**

- (1) **If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.**
- (2) **If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.**
- (3) **If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—**
  - (a) **a restriction applies to the land, but it may not apply to all of the land,**

**and**  
**(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.**

**(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.**

**General Exempt Development Code**

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

**Advertising and Signage Exempt Development Code**

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

**Temporary Uses and Structures Exempt Development Code**

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

**6 Affected building notices and building product rectification orders**

**(1) Whether the council is aware that—**  
**(a) an affected building notice is in force in relation to the land, or**  
**(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or**  
**(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.**

**(2) In this section—**  
***affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017, Part 4.***

***building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017.***

Council **is not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

**7 Land reserved for acquisition**

**Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.**

The land **is not affected** by any provision in an environmental planning instrument, deemed

environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**8 Road widening and road realignment**

**Whether the land is affected by road widening or road realignment under—**

**(a) the *Roads Act 1993*, Part 3, Division 2, or**

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

**(b) An environmental planning instrument, or**

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

**(c) A resolution of the council**

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

**9 Flood related development controls**

**(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.**

**No** – The land or part of the land either:

- **is not** within the flood planning area and **is not** subject to flood related development controls, or
- **is** within the flood planning area but **is not** subject to flood related development controls.

**(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.**

**Yes** – The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls under the following:

- *Bayside Local Environmental Plan 2021*
- *Bayside Development Control Plan 2022*

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**Note:** (1) Further information relating to flooding is available and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

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**Note:**

- (1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
- (2) Council is not in a position to identify whether the information provided under section 9 relates to a current or future hazard as defined in Planning Circular PS 14-003.
- 

**(3) In this section—  
flood planning area has the same meaning as in the Flood Risk Management Manual.**

***Flood Risk Management Manual*** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

***probable maximum flood*** has the same meaning as in the *Flood Risk Management Manual*.

**10 Council and other public authority policies on hazard risk restrictions**

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.
- (2) In this section—***adopted policy*** means a policy adopted—
  - (a) by the council, or
  - (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Clause 6.1 of the Bayside Local Environmental Plan 2021 - Acid Sulfate Soils

Bayside Development Control Plan 2022 – provisions of Section 3.11 - Contamination

**11 Bush fire prone land**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The land is **not** bush fire prone land.

**12 Loose-fill asbestos insulation**

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land is **not** so listed.

**13 Mine subsidence**

Whether the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land is **not** so proclaimed.

**14 Paper subdivision information**

- (1) The name of a development plan adopted by a relevant authority that –
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.

- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land **is not** so affected.

#### **15 Property vegetation plans**

**If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.**

The land **is not** land to which a property vegetation plan applies.

#### **16 Biodiversity stewardship sites**

**If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.**

**Note—** Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

The land **is not** subject to any such agreement.

#### **17 Biodiversity certified land**

**If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.**

**Note:** Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land **is not** biodiversity certified land.

#### **18 Orders under *Trees (Disputes Between Neighbours) Act 2006***

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

The land **is not** subject to such an order.

#### **19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

- (1) **If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.**

- (2) **In this section—  
*existing coastal protection works* has the same meaning as in the *Local Government Act 1993*, section 553B.**

**Note—** Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The land **is not** subject to annual charges.

## **20 Western Sydney Aerotropolis**

**Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—**

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

The land **is not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

## **21 Development consent conditions for seniors housing**

**If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).**

The land **is not** subject to any such statement.

## **22 Site compatibility certificates and development consent conditions for affordable rental housing**

- (1) **Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—**
- (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.

The land **is not** subject to any such certificate.

- (2) **If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).**

The land **is not** subject to any such statement.

- (3) **Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).**

The land is **not** subject to any such statement.

- (4) **In this section—**  
**former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.**

## 23 Water or sewerage services

**If water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.**

**Note—** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to the approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council has not been advised of any water or sewerage services that are, or are to be provided to the land under the *Water Industry Competition Act 2006*. Property purchasers are directed to check the IPART website for further information:

<https://www.ipart.nsw.gov.au/Home/About-IPART/Governing-Legislation/Water-Industry-Competition-Act-2006>

## 24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

The land or part of the land is **not** in a special entertainment precinct.

### **Section 59(2) Contaminated Land Management Act 1997**

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

- (a) **that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;**

Not applicable

- (b) **that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;**

Not applicable

- (c) **that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;**

Not applicable

**(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and**

Not applicable

**(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.**

Not applicable

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**[End of information under section 10.7 (2)]**

## IMPORTANT NOTICE TO PURCHASERS

### ALTERATIONS AND ADDITIONS TO BUILDINGS

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Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

## LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

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The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$174 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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# Sewer Service Diagram

Application Number: 8004576225

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

## SEWERAGE SERVICE DIAGRAM

*Botany*

No. 629898

- Municipality of**
- Boundary Trap
  - Pit
  - G.I. Grease Interceptor
  - ⊗ P.T. P. Trap
  - ⊗ K.S. Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- ⊗ R.V. Reflux Valve
  - ⊗ C.E. Cleaning Eye
  - V.P. Vertical Pipe
  - S.V.P. Soil Vent. Pipe
  - D.C.C. Down Cast Cowl

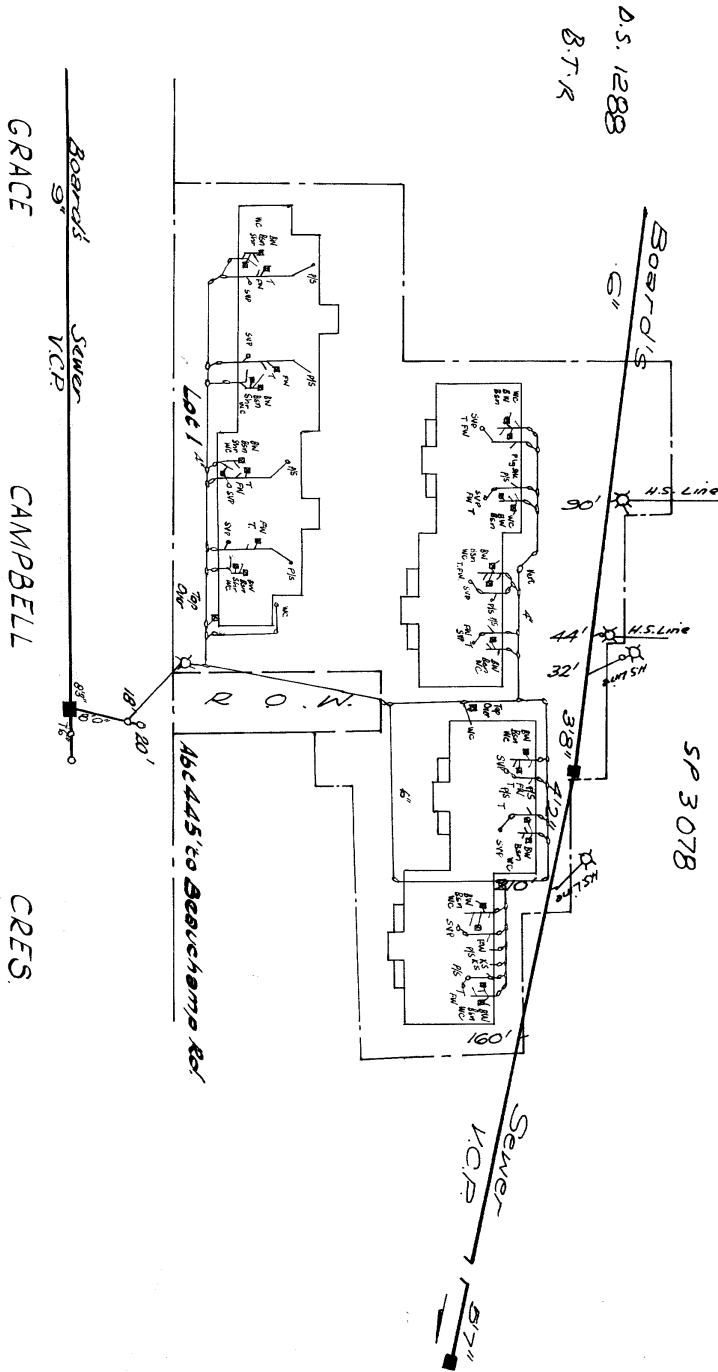
- IP. Induct Pipe
- M.F. Mica Flap
- T. Tubs
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



MRS ROSALIE CHIN  
20 UPPER CLIFF ROAD  
NORTHWOOD NSW 2066

Our reference: 7159545203829

Phone: **13 28 66**

4 June 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ROSALIE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411072149224
Vendor name	ROSALIE CHIN
Clearance Certificate Period	4 June 2025 to 4 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.