

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Stone Real Estate 393 Rocky Point Road, Sans Souci, NSW 2219	Phone: 8097 2426 Ref: Elise Butcher
co-agent		
vendor	Danica Natalie Dadic 4/44-48 Fraters Avenue, Sans Souci, NSW 2219	
vendor's solicitor	Property Conveyancing Specialists Shop 1, 37-43 Forest Road, Hurstville NSW 2220 PO Box 3035, BLAKEHURST NSW 2221	Phone: (02) 9553 7875 Fax: (02) 9553 8245 Ref: JK:EL:06230 E:jasonkappos.pcs@gmail.com
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	9/684 Rocky Point Road, Sans Souci, New South Wales 2219 Registered Plan: Lot 9 & 14 Plan SP 1734 & 1734 Folio Identifier 9/SP1734 & 14/SP1734	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

exclusions

purchaser

purchaser's solicitor

price

deposit

balance

\$
\$
\$

**PLEASE NOTE
 COPY OF CONTRACT ONLY
 REFER TO ORIGINAL PRIOR
 TO DATE OF AUCTION**

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 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 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 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input checked="" type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 document relevant to off-the-plan sale Other <input type="checkbox"/> 58
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Ray White Dulwich Hill
 466 Marrickville Road, Dulwich Hill, NSW 2203 Phone: 9560 5366
 dulwichhill.nsw@raywhite.com

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ 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 **9/684 Rocky Point Road, Sans Souci**, from **Danica Natalie Dadic** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Danica Natalie Dadic** and am not employed in the legal practice of a solicitor acting for **Danica Natalie Dadic** nor am I a member or employee of a firm of which a solicitor acting for **Danica Natalie Dadic** 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: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

9/1684 ROCKY POINT RD SANDS SOURCE NSW 2219

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* (the retention sum¹). 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 –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and the contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

18 Possession before completion

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

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally – the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- **Definitions and modifications**

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the fee described in the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s 13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

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

9/684 ROCKY POINT RD SANS SOUCI NSW 2219

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

- (1) The Following conditions are prescribed as applicable to and in respect of the Sale by auction land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (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 interest of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall or the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural

land and no other vendor bid may be made by the auctioneer or any other person.

- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock.

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) If that amount can reasonably be determined immediately after the fall of the hammer - before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND BETWEEN
(Vendor/s) and
(Purchaser/s)

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to the contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provision shall remain in full force and effect.

1. AMENDMENTS TO THE STANDARD FORM

The Contract for Sale is amended as follows:

- (a) Clause 7.1.1 is amended by reducing "5%" to "2%";
- (b) In Clause 16.5 delete the words "plus another 20% of that fee";
- (c) Clause 16.7 is amended by deleting the words "cash (up to \$2,000.00)";
- (d) Clause 16.12 is amended by deleting the words "but the vendor must pay the Purchaser's additional expenses, including any agency or mortgagee fee";
- (e) Delete Clause 16.8;
- (f) Clause 1 - Delete the definition of "settlement cheque" and replace as "settlement cheque" an unendorsed bank cheque made payable to the person to be paid or, if authorized in writing by the vendor the vendor's solicitor, some other cheque";
- (g) Clause 18 is amended by adding the following:
"Clause 18.8 - The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property";
- (h) Clause 23.13, 23.14. - Deleted and replaced with. The Vendor authorises the Purchaser to obtain the Section 184 Strata Scheme Certificate from the Owners Corporation. A copy of this certificate must be furnished to the vendor's representative on or before completion.

2. STATEMENTS, REPRESENTATIONS AND WARRANTIES

- (a) In entering this Contract the purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other undertaking, agreement, warranty or representation whether expressed or implied in any way extending, defining otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
- (b) Notwithstanding anything else herein contained, the Purchaser acknowledges in entering this Contract that he does not rely on any

statement, representation or warranty made by the Vendor, or anyone on behalf of the Vendor as to the property, the neighbourhood in which the property is situated, the condition or state of repair of any improvements on the property or any part or parts thereof whether expressed or implied other than such statements, representations and warranties expressly made in this Contract. The Purchaser shall not make any requisition, objection, claim for compensation or delay completion of this Contract on account of any matter referred to in this Additional Condition.

3. SERVICES AND INSTALLATIONS

The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to the existing Water, Sewerage, Gas, Electricity, Telephone and other installations or services (if any) and shall not make any requisitions objection or claim for compensation in respect of:

- (a) the nature, location, availability or non-availability of any such service; or
- (b) if any such service is a joint service with any other property or properties; or
- (c) if any services for any other property or properties or the pipes in connections thereof pass through the subject property.

4. CONDITION OF PROPERTY, FURNISHINGS AND CHATELS

The purchaser acknowledges that he is purchasing the property together with the inclusions, if any, referred to in the Particulars hereof as a result of his own inspection and in their present condition and state of repair and subject to all and any defects latent or patent as regards to its design, construction, state of repair, condition or otherwise and subject to any infestation and dilapidation. The Vendor further acknowledges that he has not nor has anyone on the Vendor's behalf made any warranty or representation in respect thereof nor shall the Purchaser require the Vendor to carry out any repairs whatsoever to the property or inclusions aforesaid. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any of these matters.

5. SERVICE OF DOCUMENTS

The service of any Notice or Document under or relating to this Contract may in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice of Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:

- (a) The time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
- (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

6. REAL ESTATE AGENT

- (a) The Purchaser warrants that he has not been introduced to the property by any Real Estate Agent, other than the Vendor's Agent named in this Contract, if any, and hereby indemnifies the Vendor against any claim for commission made by any Real Estate Agent (who purports to have introduced the Purchaser to the property) other than the Vendor's Agent, if any, if there has been a breach of this warranty.
- (b) The Vendor warrants that he has not signed any sole Agency agreement in respect of the property with any Real Estate Agent other than the Vendor's Agent named herein, if any;
- (c) It is agreed that the benefit of the above warranties shall not merge on completion.

7. TITLE PARTICULARS

The purchaser shall not require the vendor to furnish to the purchaser a written statement of the vendor's title. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein appearing and such statement shall have been deemed to have been given to the Purchaser as at the date hereof.

8. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto

9. SURVEY

In the event that the Vendor provides a Survey Certificate and/or Section 149D Certificate in respect of the subject property, the Purchaser shall not be entitled to make any objection requisition or claim in respect of any matter affecting the subject property or impacting on the value thereof which are disclosed in the said Survey Report/Sec 149D Certificate, including (without limiting the generality of the foregoing);

- (a) Any encroachment by or upon the subject property;
- (b) Any fencing irregularities;
- (c) Any aspect of breach or non-observance of the Local Government Act, 1993 (as amended) and Ordinances thereunder, and/or any,
- (d) Any aspect of breach or non-observance of the Environmental Planning and Assessment Act, 1979 (as amended);

10. SETTLEMENT VENUE

Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, then settlement shall be affected at the office of Property Conveyancing Specialists. However, should the

Purchaser not be in a position to settle at the office of Property Conveyancing Specialists, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, provided the Vendor's Sydney Settlement Agents fee is paid by the Purchaser.

11. AGENCY FEES

In the event settlement does not take place at the scheduled time, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$220.00 (GST inclusive) on settlement, to cover the Vendor's/Discharging Mortgagee's Settlement Agency fees and other expenses incurred as a consequence of the delay.

12. DRAINAGE DIAGRAM

The Purchaser acknowledges having inspected a copy of sewerage service diagram of annexed hereto and agree that no requisition, objection or claim for compensation shall be made in respect of any matter arising there from.

13. DEATH, MENTAL ILLNESS, BANKRUPTCY

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor or Purchaser at law or in equity had this clause not been included herein, upon the happening of any one or more of the following events, it is agreed that if the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt then the vendors conveyancer may by notice in writing to the Solicitor/ Conveyancer named herein as the purchasers party's representative may rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

14. RELEASE OF DEPOSIT

Notwithstanding anything else herein contain, the Purchaser agrees to release to the vendor or as the Vendor may direct, the deposit or so much of the deposit as is required for the purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Certified Practising Conveyancer or paid to the Office of State Revenue, and providing such deposit shall not be further released without the Purchaser's express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

15 SUBMISSION OF TRANSFER

The purchasers acknowledge that if the Transfer is not submitted to the Vendor/s Conveyancer in accordance with the terms of this Contract, the purchaser shall allow in the settlement adjustment sheet as part of the monies to be paid on settlement, the sum of \$110.00 (incl. GST) to cover the cost of the Vendors' Conveyancer preparing their own Transfer, (if applicable) and/or vendor's additional expenses.

16. NOTICE TO COMPLETE

- (a) Completion of this Contract shall take place on or before 4.00 pm within the time provided for in this Contract. Should completion not take place within that time, then either party shall be at liberty to serve a Notice to Complete in writing calling for the other party to complete the matter making the time for completion essential. Such Notice shall give 14 days notice after the day immediately following the day on which that notice is received by the recipient of the Notice. The parties acknowledge that 14 days shall be and be deemed to be for all purposes at law and in equity reasonable and sufficient period within which to require completion and to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime;
- (b) In the event that the Vendor issues a notice to complete, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase moneys and any other moneys payable to the vendor, the sum of \$330.00 (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the vendor issuing a Notice to Complete and, as a genuine pre-estimate of those additional expenses.

17. LATE COMPLETION

If the Purchaser shall not complete this purchase by the completion date specified in this Contract, other than as a result of any default by the vendor, the Purchaser shall pay the Vendor on completion:

- (a) in addition to the balance of the purchase money, an amount calculated as ten per cent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is agreed that this amount is an pre-estimate of the Vendor's loss of interest for the purchase money and liability for outgoings; and

18. Notwithstanding the provisions of Clause 7 of this agreement the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of this agreement.

19. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- (a) If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Agreement the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a Statement of non-objection.
- (b) The Purchaser further acknowledges that if this Warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss

which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Agreement including any consequential loss.

20. FENCES

Subject to Section 52A of the Conveyancing Act 1919 (NSW) AND The Conveyancing (Vendor Disclosure and Warranty) Regulation 1996, the Vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting any new fencing, if:

- (a) fencing is not on the boundary;
- (b) a give and take fence exists; or
- (c) a boundary of the property is not fenced.

21. LAND TAX PAYABLE BY PURCHASER NOTWITHSTANDING

Notwithstanding any other provision herein relating to the payment of land tax by the purchaser – if the vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year **and the purchaser delays completion or requests a completion date after 31 December – the purchaser shall pay to the vendor on completion as part of the settlement monies the land tax.**

22. PAYMENT OF DEPOSIT

22.1 The purchaser shall pay as a deposit to the stakeholder a sum being ten per cent (10%) of the purchase price. If the purchaser pays and the vendor accepts on exchange a sum less than 10% of the purchase price as an installment of the deposit the purchaser must pay the balance of the deposit on completion or on demand from the vendor whichever first occurs and which demand shall not prejudice nor be a waiver of any other rights which the vendor has in relation to this contract.

22.2 Notwithstanding further provision 8.1 demand for the balance of the deposit shall not be made before completion unless the purchaser is in default under this Contract in essential respect.

22.3 Notwithstanding the deposit shown on the front page of the contract, if the Vendor agrees to exchange on a reduced deposit of 5% the Vendor relies on clause 9 of the Contract.

22.4 The vendor may recover any part of the deposit which remains unpaid after demand for payment in an action for debt together with interest at the highest rate chargeable pursuant to the Civil Procedure Act 2005 (NSW) as set out in Schedule 5 of the Civil Procedure Rules 2005 (NSW) from the date of the demand to the date of payment.

23. SWIMMING POOL

23.1 If the Property contains a swimming pool, then:

- (a) The Vendor does not warrant that the swimming pool on the Property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under the Act;
- (b) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and erection of a warning notice.
- (c) The Purchase must not make any objection, requisition or claim, delay completion or rescind or terminate this Contract in connection with this Special Condition, or any matter in relation to the swimming pool, any non compliance with the Swimming Pools Act 1992 or any other relevant legislation.

23.2 This special conditions shall not merge on completion.

24. ADJUSTMENTS

Each party agrees that if on completion an apportionment of outgoings required to be made under the contract is overlooked or incorrectly calculated, he will forthwith upon being so requested by the other party make the correct calculations and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

25. DEPOSIT GUARANTEE BOND

- (a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this Contract or otherwise agreed between the vendor and the purchaser).
- (b) The delivery to the Vendor or to the Vendor's Conveyancer / Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person nominated in this contract to receive the deposit and the following provisions shall apply:
 - (i) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the vendor, The purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
 - (ii) If the Vendor serves on the Purchaser a Notice in writing claiming to forfeit the deposit then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond, and the provisions of the Contract in relation to the deposit.

26. S10.7 Certificate (formally s149 certificate)

The vendor discloses that the s10.7 certificate attached to this contract does not include item 21 recently prescribed by Schedule 4 of the Environmental

Planning and Assessment Regulation 2000 (**Planning Regulation**) relating to building notices and building product rectification orders under the building Products (Safety) Act 2017.

The vendor discloses for the purposes of Part 1 Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 that the vendor is not aware of:

- (a) any affected building notice of which the Council is aware that is in force in respect of the land;
- (b) any building product rectification order of which the Council is aware that is in force in respect of the land that has not been fully complied with; and
- (c) any notice of intention to make a building product rectification order of which the Council is aware has been given in respect of the land and is outstanding.

In this clause, "affected building notice" and "building product rectification order" have the same meaning as in the Planning Regulation.

27. BUILDING CERTIFICATE

The vendor does not have a building certificate. The Purchasers are not entitled to require the vendor to:

- 27.1** apply for or do anything to obtain a building certificate; nor
- 27.2** comply with the local council's requirements for the issue of a building certificate.

Completion of this Contract is not conditional on the Vendor or the Purchasers obtaining a building certificate.

28. RESIDENTIAL TENANTS

If there are any residential tenants referred to in this Contract they shall:

- 28.1** give notice to vacate the property before or after exchange of Contracts; and/or
- 28.2** vacate the property prior to completion; then

The purchaser shall not make any objection requisition or claim for compensation nor require the vendor to re-let the property and shall accept the property with vacant possession.

29. GOODS AND SERVICES TAX

29.1 GST Definitions and Interpretation

in this clause:

- (a) words used in this clause which have a particular meaning in the "GST Law" (as defined in the GST Act, and also including any applicable legislative determination and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by representative member of any GST group of which that party is a member;
- (c) if the GST Act Treats part of a supply as a separate supply for the purpose of determining whether GST is payable on the part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- (d) to the extent there is an inconsistency between the provisions of clause 13 and this clause, this clause will prevail; and
- (e) this clause does not merge on completion.

29.2 Price exclusive of GST

The purchase price and any other amount referred to in this contract or any adjustment to be made under this contract is exclusive of GST, unless expressly provided otherwise.

29.3 GST Cross up

- (a) If any supply made under or in connection with this contract is subject to GST or becomes subject to GST at any time, then in respect of that supply:
 - (i) the purchaser must pay an amount to the vendor, in addition to relevant GST exclusive consideration; and
 - (ii) the additional amount payable is:
 - (1) an amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and
 - (2) payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.
- (b) The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).
- (c) If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice

or an adjustment note (as the case requires) within 14 days after any further adjustment is made.

(d) The purchaser indemnifies and will keep indemnified the vendor to the fullest extent in respect to any GST liability or costs arising out of this contract or the transaction contemplated by this contract.

30. GUARANTEE

It is a condition of this Contract that the Purchaser if a company must deliver to the Vendor a Guarantee in the form of the Directors' Guarantee a copy of which is annexed duly executed by at least two of the Directors or Principal shareholders of the Purchaser on the date hereof.

DIRECTORS GUARANTEE

Purchaser:

Property: 9/684 Rocky Point Road, Sans Souci

I/We ("The Guarantors")

Being the directors of Naughton Street Developments Pty Ltd a company incorporated in the state of (hereinafter called "the Purchasing Company") in consideration of Danica Dadic ("the Vendor") at my/our request agreeing to sell the property described in this Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of the within Contract and do further **COVENANT AND AGREE THAT I/WE WILL IDENMNIFY** and keep the vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the purchasing Company to Perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidence by their signatures hereto and conditions of this Contract for Sale in its entirety.

Signed by)
In the presence of:)

Name of Witness:

Signed by)
In the presence of:)

Name of Witness:

AUTHORITY TO INSPECT STRATA RECORDS

The Strata Manager

L J Hooker Strata Management
Suite 3 29-31 Croydon Street
CRONULLA NSW 2230

Date: 20/03/2019

Fax No: 9527 1577

Dear Sir

**RE: INSPECTION OF OWNERS CORPORATION RECORDS
SALE OF Lot 9 & 14 on Plan 1734 & 1734
PPTY: 9/684 Rocky Point Road, Sans Souci**

You are authorised, in respect of the above property, to make all records available for inspected when requested by a prospective purchaser or their agent.

Yours faithfully


Vendor/s Conveyancer

SECTION 184 CERTIFICATE

On behalf of the Vendor the Purchaser is authorised and requested to obtain the Section 184 Certificate.

Yours faithfully



Member of the Australian Institute of Conveyancers
A.B.N. 21 116 588 667

Shop 1, 37/43 Forest Road
(Cnr Lily Street)
HURSTVILLE NSW 2220

Phone: 02 9553 7875
Fax: 02 9553 8245
Mobile: 0402 000 287

All Correspondence to:
P.O. Box 3035 Blakehurst NSW 2221
Email: mimi_kappos@optusnet.com.au

Vendor/s Conveyancer

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 Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

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

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

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- orders of the Tribunal;
 - notices of or investigations by the Owners Corporation;
 - notices or orders issued by any Court; or
 - notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- a collective sale of the strata scheme; or
 - a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.
- Owners Corporation management**
28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- who has been appointed to each role;
 - when does the term of each appointment expire; and
 - what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- insurances;
 - fire safety;
 - occupational health and safety;
 - building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - the preparation and review of the 10 year plan for the capital works fund; and
 - repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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



FOLIO: 9/SP1734

SEARCH DATE	TIME	EDITION NO	DATE
8/3/2019	3:59 PM	8	1/12/2016

LAND

LOT 9 IN STRATA PLAN 1734
AT SANS SOUCI
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

DANICA NATALIE DADIC (T AA490951)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP1734
- 2 AK968120 MORTGAGE TO PEPPER FINANCE CORPORATION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 14/SP1734

SEARCH DATE	TIME	EDITION NO	DATE
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8/3/2019	3:59 PM	9	1/12/2016

LAND

LOT 14 IN STRATA PLAN 1734
AT SANS SOUCI
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

DANICA NATALIE DADIC (T AA490951)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP1734
- 2 AK968120 MORTGAGE TO PEPPER FINANCE CORPORATION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP1734

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/3/2019	3:59 PM	6	27/11/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 1734
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SANS SOUCI
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP1734

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 1734
ADDRESS FOR SERVICE OF DOCUMENTS:
T/A L J HOOKER STRATA MANAGEMENT-NSW
29-31 CROYDON ST,
CRONULLA NSW 2230

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 2910461 CHANGE OF BY-LAWS
- 4 3553693 CHANGE OF BY-LAWS
- 5 5387868 CHANGE OF BY-LAWS
- 6 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 7 A1194025 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 1734

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 102	2	- 102	3	- 96	4	- 96
5	- 91	6	- 102	7	- 102	8	- 96
9	- 96	10	- 91	11	- 5	12	- 5
13	- 5	14	- 5	15	- 6		

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP1734

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

06230

PRINTED ON 8/3/2019

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

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Received: 08/03/2019 15:59:04

"THE RIVIERA"
N° 684 Rocky Point Rd,
SANS SOUCI.

Sheet 2 of Four Sheets

STRATA PLAN No. 1734

SCHEDULE OF UNIT ENTITLEMENT

LOT N°	UNIT ENTITLEMENT	OFFICE USE ONLY	
		CURRENT C's OF T.	
		Vol:	Fol:
1	102	10162-	53
2	102	10162-	54
3	96	10162-	55
4	96	10162-	56
5	91	10162-	57
6	102	10162-	58
7	102	10162-	59
8	96	10162-	60
9	96	10162-	61
10	91	10162-	62
11	5	10162-	63
12	5	10162-	64
13	5	10162-	65
14	5	10162-	66
15	6	10162-	67
AGG.	1000		

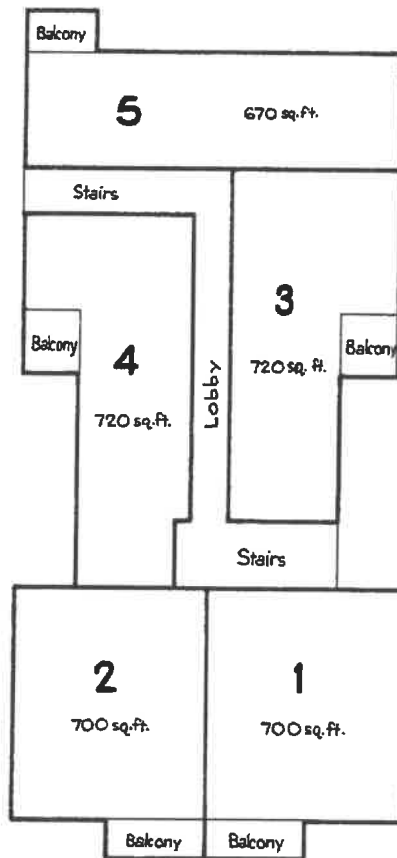
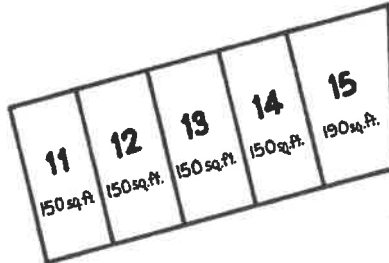
E. J. ...
Council Clerk

THE RIVIERA
N° 684 Rocky Point Rd.
SANS SOUCL

Sheet 3 of Four Sheets

GARAGE & GROUND FLOOR PLAN

STRATA PLAN No. 1734



[Signature]
Council Clerk

THE RIVIERA
 N° 684 Rocky Point Rd,
 SANS SOUCL

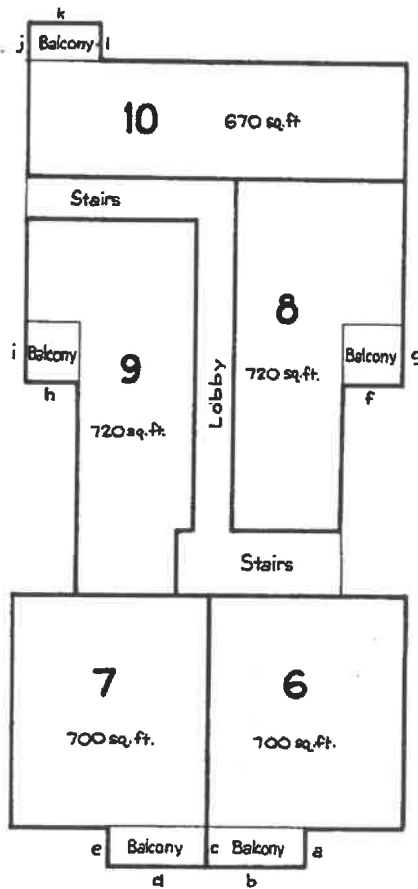
Sheet 4 of Four Sheets

STRATA PLAN No. 1734

FIRST FLOOR PLAN

Balcony Boundaries

Lot	Bdy.	
6	abc	extends to a height of 9ft.
7	cde	" " " " " "
8	fg	" " " " " "
9	hi	" " " " " "
10	jkl	" " " " " "



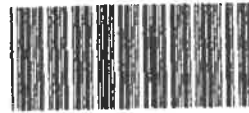
E. Brown
 Council Clerk

97-15CB



CHANGE OF BY-LA

Strata Titles Act 1973
Real Property Act 1900



2910461 K

B

(A) COMMON PROPERTY
REFERENCE TO TITLE

Certificate of Title CP/SP 1734

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	CB
1095D	Hind & Associates DX 1313 Sydney <small>REFERENCE (max. 15 characters):</small>	

(C) THE PROPRIETORS of STRATA PLAN SP1734 certify that pursuant to a resolution passed on 26 Feb 1997, and in accordance with the provisions of section 58(7) & 58(2) of the Strata Titles Act 1973, the by-laws are changed as follows:

(D) REPEALED BY-LAW No. Twenty seven (27)
INSERTED / ADDED BY-LAW No. Special By-Law 1 and 2
as fully set out below.

PLEASE SEE ANNEXURE "A"

The Common Seal of the Proprietors of Strata Plan 1734 was herunto affixed on 27 February, 1997 in the presence of Bryant Strata Management Pty Ltd, being the Managing Agent of the Body Corporate, authorised by Section 55 of the Strata Titles Act 1973 to attest the fixing of the seal

Signed by Bryant Strata Management Pty Ltd by it's Attorney, Peter Andrew Bryant, duly appointed by Power of Attorney dated 30 August 1993 and registered in the Land Titles Office, Book 4030 No. 497, and who hereby states that he has not received any notice of the revocation of such Power of Attorney.



(E) The
was



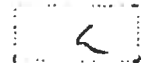
[Signature]
Signature of Witness

SHARON BALDWIN
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.

0694I.TO

CHECKED BY (Office use only)



(F)

COUNCIL'S CERTIFICATE (s. 66(5))	
I certify that the Council of has approved the change of by-laws set out herein	
DATE
APPLICATION No. Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 56(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

P

ANNEXURE "A" STRATA PLAN 1734

Special By-Law 1 Subject to Sec. 58(12), a proprietor or occupier of a lot shall not keep and dog or cat upon their lot or the common property or permit a cat or dog upon Common Property.

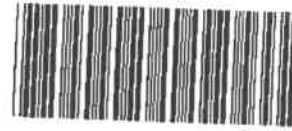
- Special By-Law 2**
- a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each proprietor of a lot in the strata scheme shall:
- I. be responsible for,
 - II. bear the cost of; and
 - III. pay upon demand to the body corporate, the reasonable and proper cost of the body corporate 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 body corporate may recover the cost of such disrepair or damage from the proprietor as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than referred to in paragraph (a)(III) above) to receive such moneys from the said lessee, licensee, guest invitee or contractor.



97-15CB LTO Licence Number
10V/0168/95

CHANGE OF BY-

Strata Titles Act 1973
Real Property Act 1900



3553693 A

B

(A) COMMON PROPERTY
REFERENCE TO TITLE

Certificate of Title CP/SP 1734

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	CB
1095D	Hind & Associates DX 1313 Sydney REFERENCE (max. 15 characters):	

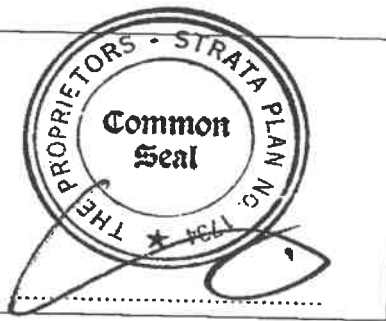
(C) THE PROPRIETORS of STRATA PLANSP.1734..... certify that pursuant to a resolution passed on 16th October 97.....
and in accordance with the provisions of section 47
of [REDACTED]
ows:

of the Strata Schemes Management Act 1996, the by-laws are changed as follow:-

(D) REPEALED BY-LAW No.
INSERTED / ADDED BY-LAW No.Special By-Law 3, 4, 5, 6, 7, 8.....
..... as fully set out below.

The Common Seal of the Owners of Strata Plan 1734 was hereunto affixed
on 21 October, 1997 in the presence of Bryant Strata Management Pty
Ltd, being the Managing Agent of the Body Corporate, authorised by
Section 238 of the Strata Schemes Management Act 1996 to attest the
fixing of the seal

Signed by Bryant Strata Management Pty Ltd by it's Attorney, Peter Andrew
Bryant, duly appointed by Power of Attorney dated 30 August 1993
and registered in the Land Titles Office, Book 4030 No. 497, and who
hereby states that he has not received any notice of the revocation of
such Power of Attorney.



(E) The [REDACTED]
was [REDACTED]

[Signature]
Signature of Witness

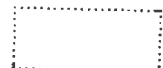
SHANDEL BALDWIN

be [REDACTED]
att [REDACTED]

0495LTO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)



[Handwritten initials]

(F)

COUNCIL'S CERTIFICATE (s. 66(5))

I certify that the Council of has approved the change of by-laws set out herein.
DATE
APPLICATION No.
.....
Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour; etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

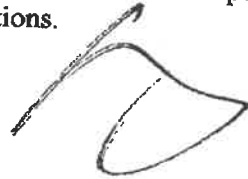
The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

ANNEXURE "A" STRATA PLAN 1734

- Special By-Law 3 Common Property Locks:-That the owners corporation pursuant to Section 62(3)(a) determined that repair of locks to unit mailboxes and unit external doors be the responsibility of the individual owner
- Special By-Law 4 Name of Occupier:-Pursuant to Sec119, Owners be required to advise that Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.
- Special By-Law 5 Access to lot:-Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.
- Special By-Law 6 Alterations to lot:-
The owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.
- Special By-Law 7 Nuisance:-Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause nuisance to the occupier of any other lot.
- Special By-Law 8 Real Estate Signs:-That "Auction", "For Sale" (but not "For Lease") signs and the like, be permitted on the Common Property, subject to:-
- a) Approval must be obtained in advance and in writing to the Managing Agent.
 - b) One sign only will be permitted, and this to be erected in the garden only (not in the grass) and not obscuring the view from any unit.
 - c) The maximum size of a sign to be 1.3 x 1 metres
 - d) Approval to be only for a maximum of six weeks (regardless if the property remains unsold.
 - e) Signs are to be removed the same day that contracts are exchanged and is not to remain with a "Sold" sticker thereon.
 - f) Signs are not to be affixed to Common Property.
 - g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the Owners Corporation in removing any sign in breach of these conditions.



Form: 97-15CB
Licence: 10V/0779/97
Edition: 9804

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act
Real Property Act 1900

5387868 P



(A) **TORRENS TITLE**

For the common property
Certificate of Title Volume CP/SP 1734

(B) **LODGED BY**

LTO Box 1095D	Name, Address or DX and Telephone HIND & ASSOCIATES DX 1313 SYDNEY	CODE CB
Reference (optional):		

(C) The Owners-Strata Plan No 1734 certify that pursuant to a resolution passed on 26th October 1998 and in accordance with the provisions of—

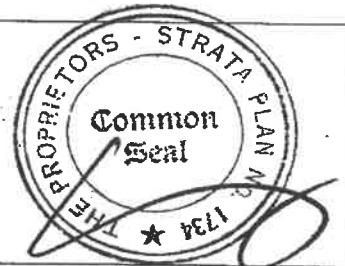
- (D) • section 54 of the Community Land Management Act 1994
- section of the Strata Schemes (Freehold Development) Act 1973
- section 47 of the Strata Schemes Management Act 1996
- order No of the Strata Schemes Adjudicator
- order No of the Strata Schemes Board

the by-laws are changed as follows—

- (E) Repealed by-law No By-law 1 to 19 of the Strata Titles Management Act 1996
- Added by-law No By-law No. 1 to 28
- Amended by-law No
- as fully set out below.

AS PER ATTACHED ANNEXURE

The Common Seal of the Owners Corporation of Strata Scheme 1734 was hereunto affixed on October 28, 1998 in the presence of Bryant Strata Management Pty Limited, being the Managing Agent of the Owners Corporation, authorised by Section 238 of the Strata Schemes Management Act 1996 to attest to the fixing of the seal Signed by Bryant Strata Management Pty Ltd by it's Attorney, Peter Andrew Bryant, duly appointed by Power of Attorney dated 30 August 1993 and registered in the Land Titles Office, Book 4030 No. 497, and who hereby states that he has not received any notice of the revocation of such Power of Attorney.



(F) [Redacted signature area]

Witness

Morgan
.....
CHARIE MORGAN
82 FORMER
HEATHCOTE

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

I certify that Council has approved the change of by-laws set out herein.
Signature of authorised officer:

All handwriting must be in block capitals.
A set of notes on this form (97-15CB-2)
is available from the Land Titles Office.

Strata Scheme 1734

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

2 Parking:

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

2.2 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

- a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked upon common property contrary to the by-laws;
 - (i) the power to remove the vehicle from the parcel;
 - (ii) the power to move the vehicle within the parcel;
 - (iii) the power to distraint the vehicle by such reasonable means as the Owners Corporation determines; and
 - (iv) the power to affix a sign to the vehicle.
- b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier as debt in any court of competent jurisdiction

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

4 Damage to lawns and plants on common property An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

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 except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure

referred to in subclause (3) that forms part of the common property and that services the lot, and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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

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

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

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 or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items An owner or occupier of a lot must not, except with the prior written approval 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 exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on 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

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on

"Annexure A" Residential Model By-Laws Strata Schemes Management Act 1996

Page 2

common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may

have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- 16 Keeping of animals** Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Appearance of lot

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

- 18 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).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

- 20 Common Property Locks:** The Owners Corporation pursuant to Section 62(3)(a) determine that repair of locks to lot/unit mail boxes and lot/unit external doors be the responsibility of the individual owner.

- 21 Name of Occupier:** That pursuant to Sec 119, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.

- 22 Access to lot:** Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.

- 23 Alterations to lot:** The owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration

- 24 Nuisance:** Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be

used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot

25 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.

26 Real Estate Signs:-

That "Auction", "For Sale" (but not "For Lease") signs and the like, be permitted on the Common Property, subject to:-

- a) Approval must be obtained in advance and in writing to the Managing Agent.
- b) One sign only will be permitted, and this to be erected in the garden only (not in the grass) and not obscuring the view from any unit.
- c) The maximum size of a sign to be 1.3 x 1 metres
- d) Approval to be only for a maximum of six weeks (regardless if the property remains unsold.
- e) Signs are to be removed the same day that contracts are exchanged and is not to remain with a "Sold" sticker thereon.
- f) Signs are not to be affixed to Common Property.
- g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the Owners Corporation in removing any sign in breach of these conditions.

27. Security in the Strata Scheme

- a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and, without

limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

- b) The owners corporation may take all reasonable steps to:
- (i) To ensure the security of the parcel from intruders,

(ii) To preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and

(iii) For the proper control and administration of those areas

- c) And if it considers it necessary or desirable may, without limitation:

(i) Close off or restrict by means of Security Devices access (on either a temporary or a permanent basis) to any part of the common property not required for access to a lot; or

(ii) Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; or

(iii) Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building

(iv) If the owners corporation restricts the access of owners and occupiers of lots under this by law, the owners corporation may make available to owners of lots the number of Security Devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the executive committee).

(v) An owner or occupier of a lot must promptly notify the owners corporation if a Security Device is lost or destroyed.

28 Air Conditioner installation:- An Owner may install an airconditioning unit subject to

- a) the prior approval of the Owners Corporation
- b) that it be a Split System with the compressor installed on the balcony of the lot and out of view from outside the lot,
- c) The condensate water is to be captured and drained to the drainage system,
- d) Compliance with all noise by-laws and local government conditions,
- e) Installation and maintenance to be at the sole cost of the owner and successors in title.

Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AI194025T

PRIVACYNOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to use information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 90B 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 1734	
(B) LODGED BY	Document Collection Box 377X	Name, Address or DX, Telephone, and Customer Account Number if any Strata Schemes Management Act 1996 ACN 28 002 824 339 PO BOX 166 CARINGBAH NSW 2229 A/C# 132508W Reference: Gary Adamson 9523 0466
		CODE CB

- (C) The Owners-Strata Plan No. 1734 certify that pursuant to a resolution passed on 28 October 2013 and
- (D) in accordance with the provisions of Section 47 ^{AND SECTION 52} of Strata Schemes Management Act 1996 the by-laws are changed as follows--
- (E) Repealed by-law No. MODEL BY-LAWS 1-20 AS PER 1996 ACT
 Added by-law No. MODEL BY-LAWS 1-22 AS PER 1996 ACT
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Bylaw 7 The Owners Corporation rescind the standard By-Laws which have been in force since registration of the Strata Scheme and replace those By-Laws with the new schedule 1 "Model By-Laws" gazette in the Regulations on 1st September, 2010, with Option "A" being selected for by law 17 - keeping of animals.

Special Bylaw 8

See attached Appendix "B"



- (F) The common seal of the Owners-Strata Plan No. 1734 was affixed on 28 October 2013 in the presence of--

Signature(s):

Name(s): GARY ADAMSON

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

Appendix B

Special By-Law 1 - Debt Recovery

The owners corporation may recover as a debt from a proprietor any expense connected with the recovery from that proprietor of any contribution, interest on any levied contribution or other expense incurred by the owners corporation in effecting recovery of any outstanding amount owed to the owners corporation.

This action may be undertaken by a resolution of the executive committee and the authority may be delegated to the managing agent when authorised by the executive committee to take all steps necessary to effect recovery of any such contributions, interest, legal expenses or any other expense whatsoever incurred by the owners corporation.

The owners corporation is entitled to recover any expense in either the same action or a separate action or actions from the one in which it seeks to recover any contribution, interest or expense which is recoverable from a proprietor pursuant to the by-laws and such debt shall become due and payable at such time as the owners corporation becomes liable to pay that expense.

Special By-Law 2 - Expense Recovery

Without limiting the generality of by-law (*insert "Debt Recovery" by-law number*) the owners corporation is entitled to recover from a proprietor as an expense:

- (a) any fees charged or disbursements incurred by the Managing Agent for issuing account reminders (other than an initial quarterly levy notice reminder), instructing third parties, calling, conducting or attending any meeting predominantly for the purpose of the recovery of any levy contribution or special contributions, interest or expense from a proprietor and preparing, attending any proceedings or giving evidence in any proceedings for the collection of any levy contribution or special levy contribution, interest or expense due to the owners corporation by a proprietor;
- (b) the cost and disbursements of any lawyer or agent incurred by the owners corporation in the recovery of any contribution, interest or expense on an indemnity basis;
- (c) the cost of any inquiries made to ascertain the whereabouts of the proprietor or made in relation to the proprietor, any property of the proprietor or of anyone associated or reasonably thought to be associated with the proprietor;
- (d) any goods and services or other tax or levy payable by the owners corporation on any expense incurred in effecting recovery of any levy, interest or other expense owed to the owners corporation.
- (e) the cost incurred by the owners corporation with the strata manager or any other third party for responding to any inquiry, request or instruction directed to the strata manager by a proprietor which results in the owners corporation incurring a fee from the strata manager as an "additional service" where the inquiry, request or instruction made by the proprietor is of a private nature or is an unauthorised inquiry which has not been previously approved by the executive committee in writing prior to the proprietor directing the inquiry, request or instruction to the strata manager.
- (f) any costs whatsoever incurred in defending any tribunal or court action instigated by a proprietor or occupier where the proprietor or occupiers application is unsuccessful.



Special By-Law 3 - Allocation of Funds

Not with standing any direction by a proprietor to the contrary, the owners corporation is entitled, at its absolute discretion, to set off any monies received from a proprietor against any contribution, interest or expense due by that proprietor to the owners corporation.



Strata Schemes Management Regulation 2016

Current version for 27 June 2017 to date (accessed 29 August 2017 at 15:26)

Schedule 2

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

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

2 Vehicles

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

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

3 Obstruction of common property

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

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

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

5 Damage to common property

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

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

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

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

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

6 Behaviour of owners and occupiers

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

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

7 Children playing on common property in building

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

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

8 Behaviour of invitees

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

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

9 Depositing rubbish and other material on common property

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

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

10 Drying of laundry items

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

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

11 Cleaning windows and doors

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

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

12 Storage of inflammable liquids and other substances and materials

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

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

13 Moving furniture and other objects on or through common property

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

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

14 Floor coverings

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

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

15 Garbage disposal

An owner or occupier of a lot:

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

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

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

16 Keeping of animals

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

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

17 Appearance of lot

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

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

18 Notice board

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

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

19 Change in use of lot to be notified

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

3 Former lots and former common property to be derived lots and derived common property

(1) Where immediately before the appointed day:

(a) a former lot had any boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having, subject to subclause (2), as its boundaries:

(i) instead of any boundary that was the centre of a floor, wall or ceiling, the upper surface of that floor, the inner surface of that wall or the under surface of that ceiling, as the case may be, and

(ii) except as provided by subparagraph (i), the same boundaries as that former lot, and

(b) a former lot had no boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having as its boundaries the same boundaries as that former lot.

(2) A derived lot does not include any structural cubic space unless that structural cubic space was stipulated, in the relevant strata plan or strata plan of resubdivision, as forming part of the former lot to which that derived lot corresponds.

(3) On the appointed day, former common property becomes, for the purposes of this Schedule, derived common property corresponding to that former common property but has as its boundaries:

(a) where any derived lot has any of its boundaries ascertained in accordance with subclause (1) (a) (i) or (b), boundaries adjusted reciprocally, and

(b) except as provided by paragraph (a), the same boundaries as that former common property.

(4) A reference to a former lot made in any instrument executed before the appointed day (being an instrument relating to the sale or other disposition of an estate or interest in that former lot) shall, on and after that day, be construed as a reference to the derived lot which corresponds to that former lot.

Bayside Council

Serving Our Community

8 March 2019

Our Ref: Certificate No. 52613
Contact: Customer Service 1300 581 299

Property Conveyancing Specialists
PO Box 3035
Australians RST NSW 2221

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

Property Conveyancing Specialists
PO Box 3035
Australians RST NSW 2221

Council: Bayside
County: Cumberland
Parish: St George

Fee: 53.00
Receipt No: 4179676
Receipt Date: 8 March 2019
Our Ref: A/C 06230:21762

ROCKDALE 9684 ROCKDALE ROAD SANS SOCONS 2219

Lot 9 SP 1734 Lot 14 SP 1734

CT-10162536

Assessment No: 24899

Date 8 March 2019



For
Meredith Wallace
General Manager

Mascot Customer Service Centre
141 Coward Street
Mascot NSW 2020, Australia
council@botanybay.nsw.gov.au
DX 4108 Maroubra Junction

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216, Australia
rcc@rockdale.nsw.gov.au
DX 25308 Rockdale

T 1300 581 299 F 02 9562 1777
www.bayside.nsw.gov.au

Postal address: PO Box 21 Rockdale NSW 2216



Telephone Interpreter Services - 131 450

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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 DCs

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

- Rockdale Local Environmental Plan 2011
- State Environmental Planning Policy No 19 Bushland in Urban Areas
- State Environmental Planning Policy No 21 Caravan Parks
- State Environmental Planning Policy No 33 Hazardous and Offensive Development
- State Environmental Planning Policy No 50 Canal States Development
- State Environmental Planning Policy No 55 Remediation of Land
- State Environmental Planning Policy No 64 Advertising and Signage
- State Environmental Planning Policy No 65 Design Quality of Residential Apartment Development
- State Environmental Planning Policy No 70 Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index (BASIX)) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Empty and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 (Only applies to land referred to in clause 4 (1) of the Policy and does not apply to land referred to in clause 4 (2) of the Policy)
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Coastal Management) 2018
- State Environmental Planning Policy (Arncliffe and Manly Precincts) 2018
- State Environmental Planning Policy (Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment being in the Bayside Council area certain land within the suburbs of Mollis Point, Ramsgate, Sandringham and Sans Souci).

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

No Planning Proposal applies to the land.

- Draft State Environmental Planning Policy – Remediation of Land

For more information or to determine whether these policies apply to your property, visit the Department of Planning and Environment website at www.planning.nsw.gov.au.

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

Rocdale Development Control Plan 2011

- 4** In this clause proposed environmental planning instrument includes a planning proposal for a or a draft environmental planning instrument.

2 Zoning and land use under relevant local environmental plans

For each environmental planning instrument or proposed instrument referred to in clause 1 other than a or proposed that includes the land in any one (however described)

- 2a** the identity of the one whether by reference to a name or by reference to a number
- 2b** the purposes for which the instrument provides that development may be carried out within the one without the need for development consent
- 2c** the purposes for which the instrument provides that development may not be carried out within the one except with development consent
- 2d** the purposes for which the instrument provides that development is prohibited within the one

The following one or ones apply under the local environmental plan or deemed environmental planning instrument referred to in Question 1 (1):

one R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Home-based child care
Home businesses
Home occupations
Recreation areas
Roads.

3 Permitted with consent

Boarding houses
Building identification signs
Business identification signs
Child care centres
Community facilities
Neighbourhood shops
Places of public worship
Residential flat buildings
Respite day care centres
Shop top housing
Water supply systems
Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture
Air transport facilities
Airstrips
Amusement centres
Animal boarding or training establishments
Boat building and repair facilities
Boat launching ramps
Boat sheds
Camping grounds
Car parks
Caravan parks
Cemeteries
Charter and tourism boating facilities
Commercial premises
Correctional centres
Crematoria
Depots
Eco-tourist facilities
Electricity generating works
Emergency services facilities
Entertainment facilities
Environmental facilities
Extractive industries
Farm buildings
Forestry
Freight transport facilities
Funerary centres
Heavy industrial storage establishments
Helipads
Highway service centres
Home industries
Home occupations (see services)
Industrial retail outlets
Industrial training facilities
Industries
Information and education facilities
Jetties
Marinas
Mooring pens
Moorings
Mortuaries
Open cut mining
Passenger transport facilities
Port facilities
Public administration buildings
Recreation facilities (indoor)
Recreation facilities (major)
Recreation facilities (outdoor)
Registered clubs
Research stations
Restricted premises; Rural industries; Rural workers' dwellings
Service stations
Service premises
Signage
Storage premises
Tourist and visitor accommodation
Transport depots
Truck depots
Vehicle body repair workshops
Vehicle repair stations
Veterinary hospitals
Warehouse or distribution centres
Waste or resource management facilities
Water recreation structures
Wharf or boating facilities
Wholesale supplies.

2.2 whether any development standards applying to the land fit minimum land dimensions for the erection of a dwelling-house on the land and if so the minimum land dimensions so fixed

No environmental planning instrument applies to the land that fixes minimum land dimensions for the erection of a dwelling.

Note

- (1) Whether or not such a requirement applies to the land under any local environmental plan deemed environmental planning instrument or draft local environmental plan the Council does set minimum dimensions and areas for new residential allotments in **Section 4.1.9** of *Local Government Act 1995*.
 - (2) 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.
-

2f whether the land includes or comprises critical habitat

The land does not include or comprise critical habitat.

2g whether the land is in a conservation area (however described)

The land is not in a conservation area.

2h whether an item of environmental heritage (however described) is situated on the land.

There is no such item situated on the land.

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

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

- a Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SPP)
- b a precinct plan within the meaning of the 2006 SPP or
- c a proposed precinct plan that is or has been the subject of community consultation or on public exhibition under the Act

the particulars referred to in clause 2 (a)-(c) in relation to that land with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SPP or the precinct plan or proposed precinct plan as the case requires

Not applicable.

3 Complying development

- 1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) to (e) 2, 3 and 4 and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- 2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (c) to (e) 2, 3 and 4 and 1.19 of that Policy and the reasons why it may not be carried out under those clauses and

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

**General Housing Code
Rural Housing Code**

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

Commercial and Industrial (New Buildings and Additions) Code

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

**Housing Alterations Code
General Commercial and Industrial Code
Subdivisions Code
General Development Code
Demolition Code
Commercial and Industrial Alterations Code
Fire Safety Code**

Complying development **may** be carried out on the land in accordance with the above Codes.

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 1.17 and Clause 1.19 of *State Environmental Planning Policy (Empty 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 (Empty and Complying Development Codes) 2008*.
-

4 Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979 but only to the extent that the council has been so notified by the Department of Public Works

N/A (Repealed)

4A Certain information relating to beaches and coasts

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

N/A (Repealed)

2 In relation to a coastal council

- a whether the council has been notified under section 55 of the *Coastal Protection Act 1979* that temporary coastal protection works within the meaning of that Act have been placed on the land or on public land adjacent to that land and
- b if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

N/A (Repealed)

3 In relation to a coastal council—such information if any as is required by the regulations under section 56B of the *Coastal Protection Act 1979* to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

N/A (Repealed)

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

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

The land is not so affected.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*

The land is not so proclaimed.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under

- a Division 2 of Part 3 of the *Roads Act 1993* or
- b Any environmental planning instrument or
- c Any resolution of the council

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

7 Council and other public authority policies on hazard risk restrictions

whether or not the land is affected by a policy

adopted by the council or

adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk other than flooding

Contaminated land policy

The Council has adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. The Council's records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Policy on Rezoning and Development of Land Affected by Aircraft Noise and Airport Related Height Controls

The former City of Rockdale Council resolved on 4 October 2006 to adopt a policy for assessing the appropriateness of rezoning and development in areas affected by aircraft noise and airport related height controls. This policy applies to all land within the former City of Rockdale.

Other policies

The land is not affected by any other such policy that restricts the development of the land due to hazard risk.

7A Flood related development control information

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

The development of the land or part of the land for any such purpose is not subject to flood related development controls.

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

The development of the land or part of the land for any other purpose is not subject to flood related development controls.

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 or 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 Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.

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

8 **Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority as referred to in section 3.15 of the Act.

The land is not affected by any provision in an environmental planning instrument or 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.

9 **Contributions plans**

The name of each contributions plan applying to the land

Rocdale Section 94 Contributions Plan 2004
Rocdale Section 94A Development Contributions Plan 2008

Note Rocdale Section 9 Contributions Plan (Amendment No 1) and Rocdale Section 9 Contributions Plan 1998 will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

9A **Biodiversity certified land**

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

The land is not so affected.

10 **Biobanking agreements**

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

The land is not subject to any such agreement.

11 Bush fire prone land

if any of the land is bush fire prone land as defined in the Act a statement that all or as the case may be some of the land is bush fire prone land.

if none of the land is bush fire prone land a statement to that effect.

The land is not bush fire prone land.

12 property vegetation plans

if the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies a statement to that effect but only if the council has been notified of the e~~x~~istence 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.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out wor~~ks~~ 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.

14 Directions under art 3A

if there is a direction by the Minister in force under section 75 (2) (1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under art 4 of the Act does not have effect a statement to that effect identifying the provision that does not have effect.

The land is not subject to any such directions.

15 Site compatibility certificates and conditions for seniors housing

if the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies

a a statement of whether there is a current site compatibility certificate seniors housing of which the council is aware in respect of proposed development on the land and if there is a certificate the statement is to include

the period for which the certificate is current and

that a copy may be obtained from the head office of the Department of lanning and

- a statement setting out any terms of a ind referred to in clause 18 2 of that olicy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land is not subject to any such certificate.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate nfrastructure of which the council is aware in respect of proposed development on the land and if there is a certificate the statement is to include

- the period for which the certificate is valid and
- that a copy may be obtained from the head office of the Department of lanning.

The land is not subject to any such certificate.

17 Site compatibility certificates and conditions for affordable rental housing

A statement of whether there is a current site compatibility certificate affordable rental housing of which the council is aware in respect of proposed development on the land and if there is a certificate the statement is to include

- the period for which the certificate is current and
- that a copy may be obtained from the head office of the Department of lanning.

A statement setting out any terms of a ind referred to in clause 17 1 or 37 1 of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land is not subject to any such statement.

18 aper subdivision information

- he name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot**
- he date of any subdivision order that applies to the land and**
- ords and epressions used in this clause have the same meaning as they have in art 16C of this Regulation.**

The land is not so affected.

19 Site verification certificates

A statement of whether there is a current site verification certificate of which the council is aware in respect of the land and if there is a certificate the statement is to include

- a the matter certified by the certificate and
Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- b the date on which the certificate ceases to be current if any and
- c that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

The land is not subject to any such certificate.

20 Loose-fill asbestos insulation

If the land includes any residential premises within the meaning of Division 1A of Part 8 of the Home Building Act 1989 that are listed on the register that is required to be maintained under that Division a statement to that effect.

The land is not so identified.

Note The register referred to in this question is the *Loose-Fill Asbestos Insulation Register* which is maintained by the Secretary of NSW Air Trading.

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
- 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
- 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
- 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
- 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.

The land is not so affected.

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

The land is not so affected.

21 Affected building notices and building product rectification orders

1 A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

2 A statement of

a whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with and

b whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

3 In this clause
affected building notice has the same meaning as in part 4 of the *Building Products (Safety) Act 2017*.
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.

End of information under section 10.7 (2)

ADVANCE NOTICE SECTION 10.7 (5)

Note: The Council is under no obligation to furnish any of the information supplied below. The Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith under section 10.7 (5).

This is not the full advice provided by the Council under section 10.7 (5). The Council may, upon application and payment of the prescribed fee, include advice on other matters which may affect the land. (Attached to this certificate is a list of the matters on which advice which will be provided on application.)

The following information is provided under section 10.7 (5) without charge:

Details of any resolution of the Council to alter the zoning of the land or to alter the provisions of an environmental planning instrument applying to the land, where such an alteration has not yet been placed on exhibition under Schedule 1 Clause 4 of the Act.

No Planning Proposal or draft environmental planning instrument applies to the land that has not yet been placed on public exhibition.

End of advice under section 10.7 (5)

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

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 resurfacing, replacing windows or internal alterations or for the demolition of any building unless the proposed work is specifically exempted by *Stockdale Local Environmental Plan 2011* 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 1300 581 299.

LIST OF MATTERS ON WHICH A LOCAL ENVIRONMENTAL PLAN OR DEEMED ENVIRONMENTAL PLANNING INSTRUMENT APPLYING TO THE LAND WHERE SUCH AN ALTERATION HAS NOT YET BEEN PLACED ON EXHIBITION UNDER SECTION 57 OF THE ACT

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 \$133 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Details of any resolution of the Council to alter the zoning of the land or to alter the provisions of an environmental planning instrument applying to the land where such an alteration has not yet been placed on exhibition under Section 57 of the Act.
- Details of any provision in a local environmental Plan or deemed environmental Planning instrument applying to the land which:
 - (i) Permits any development or class of development without the need for development consent or
 - (ii) Requires development consent for any development or class of development or
 - (iii) Restricts or prohibits any development or class of development.
- C 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.
- Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- Details of any tree preservation order applying to the land.
- 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.
- 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)
- Details of the Annual Noise Exposure Forecast (ANEF) applying to the land

DIAGRAM OF SANITARY DRAINAGE

Municipality of **ROCKDALE**

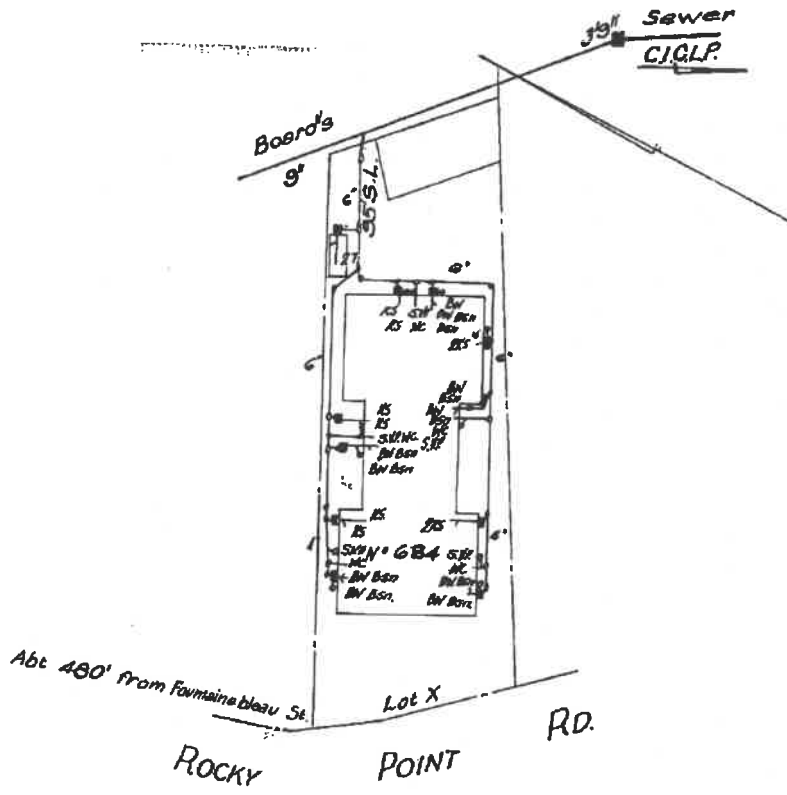
SEWER AVAILABLE

Diagram No. **445606**

- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - RV. Reflex Valve
 - L.P. Induct Pipe
 - Bsn. Basin
 - Pit
 - C.E. Cleaning Eye
 - M.F. Mica Flap
 - Shr. Shower
 - Grease Interceptor
 - VERT. Vertical Pipe
 - K.S. Kitchen Sink
 - W.I.P. Wrought Iron Pipe
 - Gully
 - V.P. Vent. Pipe
 - W.C. Water Closet
 - C.I.P. Cast Iron Pipe
 - BRT. P. Trap
 - S.V.P. Soil Vent. Pipe
 - B.W. Bath Waste
 - F.W. Floor Waste
 - Refl. Sink
 - D.C.C. Down Cast Cowl
 - W.M. Washing Machine

Existing drainage shown by black lines Scale: 40 Feet to an Inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.
 The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer—
 When the sewer becomes available it will be necessary to apply for a revised diagram.
 This work must be carried out in accordance with the Board's By-laws.



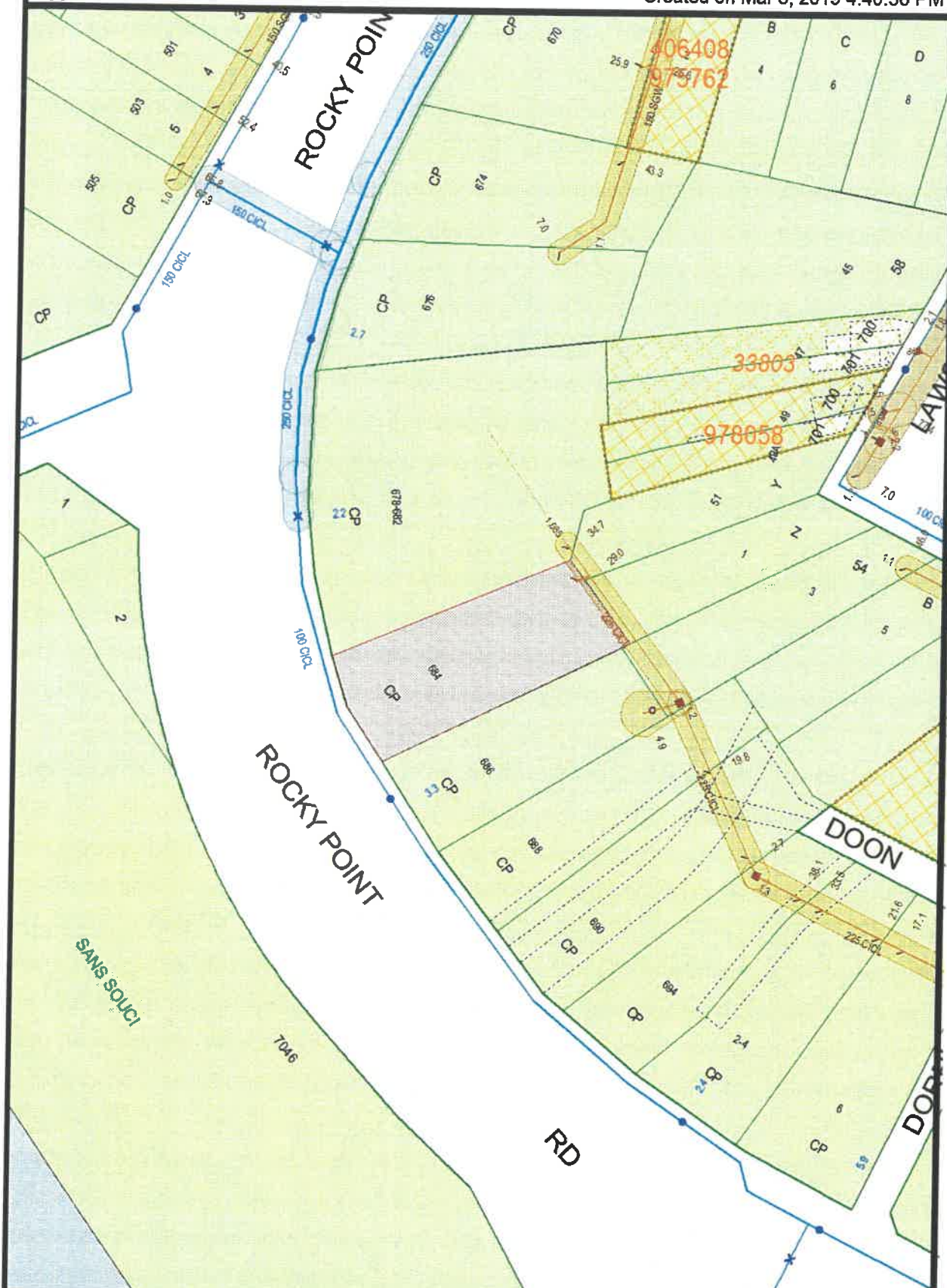
SHEET No. 4222

521 464

FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY		DATE		DATE	
W.C.	Designed by	Inspector	First Visit	Superv'or	Passed
Bth	Inspector	Date	Inspector	Checked	Date
Shr		Date	Inspector	Checked	Date
Bsn	Examined by	Date	Inspector	Checked	Date
K.S		Date	Inspector	Checked	Date
T		Date	Inspector	Checked	Date

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.



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.