

45/142 Moore Street,  
Liverpool NSW 2170

Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents PO BOX 114, LIVERPOOL NSW 1871	Phone: 9824 1100 Email: <a href="mailto:jessicabaron@mcgrath.com.au">jessicabaron@mcgrath.com.au</a>
co-agent		
Vendor	<b>DAVID JOHN WALTERS as EXECUTOR OF THE ESTATE LATE FRANCES ROBYN HOGAN</b> , Villa 217, 1117 Nelson Bay Rad, Fern Bay 2295	
vendor's solicitor	D A PATTERSON PARTNERS P O BOX 575, WENTWORTHVILLE NSW 2145 73 DUNMORE STREET, WENTWORTHVILLE NSW 2145	Phone: 9631 6200 Email: <a href="mailto:info@pattersonsolicitors.com.au">info@pattersonsolicitors.com.au</a>
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15) <b>45/142 MOORE STREET, LIVERPOOL NSW 2170</b> Folio Identifier 45/SP21897 Lot 45 in Strata Plan 21897	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input 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:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
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

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)  no  YES  
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

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

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

All Suburbs Strata

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 the contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

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

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

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

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

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

**32 Residential off the plan contract**

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

45 / 142 Moore Street LIVERPOOL NSW 2170

## CONDITIONS OF SALE BY AUCTION

1. If the property is or intended to be sold at auction, the following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock.
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the 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 of 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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## SPECIAL CONDITIONS

### 1. HEADINGS

All headings contained in this Contract are purely for guidance and do not form part of the substance of this Contract.

### 2. PROPERTY SOLD IN PRESENT CONDITION ETC.

Without in any manner excluding modifying or restricting the rights of the purchaser pursuant to Section 52A(2)(b) of the Conveyancing Act, 1919 and the Conveyancing (Vendor Disclosure and Warranty) Regulation, 1986 –

- (a) the property is sold in its condition and the state of repair (including structural repair) at the date of this Contract and subject to all faults, infestations, deterioration, state of repair, tidiness defects (both latent and patent) and the purchaser shall not make any objection, requisition or claim for compensation or allowance regarding the same;
- (b) no objection, requisition or claim for compensation shall be made by the purchaser should any water or sewerage main or any underground or surface stormwater pipe or drain pass through, over or under or should any sewer manhole or vent be upon the property or should the downpipes be connected with the sewer; and
- (c) no objection, requisition or claim for compensation shall be made by the purchaser in respect of any of the following:-
  - (i) If a Survey Report and Council Building Certificate are annexed, then any matter disclosed in the Survey Report and Building Certificate under Section 149D of the Local Government Act, 1993 annexed hereto. The vendor does not warrant the accuracy, completeness or the current application of any such report and certificate.
  - (ii) Should there be any encroachment by a dividing fence (as defined by the Dividing Fences Act, 1991) upon the property or any adjoining property whether disclosed by Survey or not.

It is expressly agreed by the parties that nothing in this special condition shall be construed as modifying the Vendor's warranties contained in this Contract or restricting the Purchaser's rights to raise requisitions in relation to the subject matter of such warranties or the Purchaser's rights arising from any breach of such warranties.

### 3. WHOLE AGREEMENT

The parties agree this Contract contains or refers to the whole of their agreement in relation to the sale and purchase of the property and that except where required by law no further promises representations warranties undertakings or conditions shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement or by reason of any promise representation warranty or undertaking given or made by any party to the other on or prior to the making of this Contract.

4. **DEATH OR WINDING UP ETC OR PARTY**

Without in any manner negating limiting or restricting any rights or remedies which would have been available to any party hereto at law or in equity had this clause not been included herein should either party (and if such party shall comprise more than one person, any one or more of them) prior to completion.

- (a) die or become mentally ill then the other may rescind this Contract by notice in writing forwarded to that party's solicitors (or if no such Solicitors are named then by notice forwarded to that party at his address herein appearing) and thereupon this Contract shall be at an end and the provisions of provision 19 hereof shall apply; or
- (b) being a company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with its creditors under Chapter Five of the Corporations Law or should any liquidator, receiver, official manager or administrator be appointed in respect of that company then that party shall be deemed to be in default hereunder.

5. **NOTICE TO COMPLETE**

Notwithstanding any other provision of this Contract the Purchaser and the Vendor acknowledge that:

- (a) either party hereto may upon the expiration of the time for completion specified in or calculated in accordance with clause 15 of the Contract issue a Notice to Complete making time for completion in accordance with such notice of the essence of this Contract.
- (b) a period of fourteen (14) days following the date of the service of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such Notice.
- (c) If the purchaser completes this contract but does not do so on or before the completion date the purchaser must pay \$250.00 if the Vendor issues a Notice to Complete, for additional legal costs and other expenses incurred.

6. **LIQUIDATED DAMAGES**

Without prejudice to the rights powers and remedies otherwise available to the Vendor, if for any reason not solely attributable to the Vendor the balance of the purchase price shall not be paid by the Purchaser to the Vendor by the date for completion specified in or calculated in accordance with the term "completion date" as defined in the Contract, the Purchaser shall on completion pay to the Vendor as liquidated damages and in addition to all other moneys payable hereunder an amount calculated at the rate of ten per cent (10%) per annum on the balance of the purchase price from that date until the actual date of completion.

7. **RELEASE OF DEPOSIT**

In the event that the Vendor is purchasing another property the Purchaser agrees notwithstanding clause 2 of the Contract to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor:-

- (a) as a deposit on the purchase of the other property. The vendor warrants that upon release of the deposit in accordance with the terms of this special condition such

deposit will be paid only to the Trust Account of an Estate Agent or a Solicitor and shall not be further released without the consent of the Purchaser, or

- (b) as stamp duty on the Contract for the property being purchased by the Vendor.
- (c) As a deposit for a Retirement Village.

**8 NOTICE BY FACSIMILE**

In addition to the provisions contained in clause 20.6.4 of the Contract a notice or document ("the notice") shall be sufficiently served for the purpose of this Contract if the Notice is sent by Facsimile Transmission to the fax number in this Contract for the party's solicitor OR is on the party's solicitors letterhead and in such case such Notice shall be deemed to have been received the next business day after the Transmission has been completed except where:-

- (a) the senders machine indicates a malfunction in transmission or the receipt immediately notifies the sender of an incomplete transmission in which case Notice shall be deemed not have been given or received; or
- (b) the time of dispatch is not before 1700 hours on the day on which business is generally carried on in the place to which the Notice is sent in which case the Notice shall be deemed to have been received at 900 hours on the next day on which business is usually carried on at that place.

The production of the transmission report as produced by the sender's facsimile machine shall be prima facie evidence of the transmission.

**9. DISCHARGE OF MORTGAGE, SURRENDER OF LEASE ETC**

Upon completion the vendor will hand to the Purchaser a proper form of Discharge of Mortgage, Surrender of Lease, Withdrawal of Caveat or a Release of Encumbrance as the case may be in a registrable form in respect of any mortgage, lease, caveat or encumbrance registered on the title to the property and to which the within sale is not subject and will allow the Purchaser the registration fee payable on any such discharge, surrender, withdrawal or release and the Purchaser shall make no requisition or objection requiring the registration of such discharge of mortgage, surrender of lease, withdrawal of caveat or release of encumbrance as the case may be to the effected prior to completion.

**10. IDENTITY OF AGENT**

The Purchaser (and if more than one of each of them) warrants that the Purchaser was not introduced to the Vendor or to the property by any Real Estate Agent other than the Agent whose name is set out in page 1 hereof or an Agent in conjunction with that Agent and hereby indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any other agent resulting from any such introduction, and it is agreed that this condition shall be a continuing indemnity and shall not merge upon completion.

**11. THE COOLING OFF PERIOD**

The Cooling Off Period is hereby extended/reduced to 5:00pm on

**12. PAYMENT OF DEPOSIT**

Should the Vendor accept 0.25% of the purchase price on the day on which this contract is made then the balance of the deposit of ten per cent (10%) will be payable on or before 5:00pm on the last business day of the cooling off period time of the essence.

13. **REDUCED DEPOSIT**

If the Vendor agrees to accept a reduced deposit in addition to any other rights or benefits accruing to the Vendor hereunder, it is hereby agreed that in the event the Purchaser shall make default in the performance of his obligations in this Contract contained and notwithstanding the provisions of Clause 9 in that regard the Vendor shall have the right to demand and receive from the Purchaser that amount as shall represent the difference between the deposit paid as provided in Clause 2 hereof and ten per centum (10%) of the purchase price and so to recover the same from the Purchaser as a Liquidated debt.

14. **FOREIGN TAKEOVERS ACT, 1975**

(a) The purchaser warrants:

(i) that if the purchaser is a natural person he is ordinarily resident in Australia;

and whether the purchaser is a natural person or a corporation

(iii) that the Foreign Takeovers Act, 1975 (cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 19 September, 1987.

(b) In the event that the Foreign Takeovers Act, 1975 applies to the Purchaser and to this transaction, in breach of the warranty contained in this Clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge of completion.

15. **SWIMMING POOL/SPA**

The purchaser acknowledges that in the event of there being a spa and or swimming pool, either aboveground or inground, situated on the subject property then the vendor will not be obliged to comply with any notice, issued before the date of this Agreement, requiring such spa and or pool to be fenced in accordance with the Swimming Pools Act, 1992 and the Swimming Pools Regulation (No 2), 1992 or requiring such spa and or pool to comply with the provisions of such Act and or regulation and no objection, requisition or claim for compensation shall be made by the purchaser in this regard.

16. **SECTION 149 CERTIFICATE**

The parties acknowledge that Environmental Planning Assessment Act, 1979 state Environmental Policy No. 25- Residential Allotment sizes and Dual occupancy subdivision (amendment No. 4) has amended State Environmental Planning Policy No. 25 ("SEPP 25") (by inter alia, omitting part 3 and 4 and Schedule 3 which relate to Dual Occupancy), State Regional Environmental Plan No. 12 – Dual Occupancy ("SREP 12"), and repealed State Environmental Planning Policy No. 25- Town Houses, Villa homes ("SEPP 28") and in so far as SEPP 25, SEPP 28 and SREP 12 are no longer affective, the attached Section 149 Certificate shall be deemed to be amended to this extent.

17. **CONSUMER CREDIT CODE**

The Purchaser warrants that:

- (a) The purchaser does not require finance to purchase this property and/or
- (b) The purchaser has obtained approval for finance to purchase this property

AND

The purchaser acknowledges that as a result of making this disclosure the purchaser can not terminate this Contract pursuant to the Consumer Credit (NSW) Act, 1995.

18. **GOODS AND SERVICES TAX (GST)**

- (i) The price, fees, costs changes and expenses ("the amounts") payable by the Purchaser to the Vendor under this Contract do not include any goods and services tax, value added tax, consumption tax or similar tax ("GST").
- (ii) If any GST is incurred or payable by or collectable from the Vendor in respect of supplies under this Contract, the Purchaser must pay or reimburse the Vendor for any GST or indemnify the Vendor for any GST, in addition to the amounts.
- (iii) The GST must be paid or reimbursed by the Purchaser to the Vendor at the earlier of:-
  - (a) when the Vendor is required to remit the GST; or
  - (b) the same time as when the amounts payable by the Purchaser are required to be paid to the Vendor.

19. **SETTLEMENT DEFAULT**

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow \$150.00 plus GST on settlement, for each cancellation.

20. **AMENDMENTS TO PRINTED FORM**

Clause 16.8 delete '5' (five) and insert '10' (ten).

21. **SMOKE ALARMS**

For the purposes of the Conveyancing Act (Sale of Land) Regulation 2005 the Vendor discloses that:

- (a) this contract relates to land on which a building is situated;
- (b) smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
- (c) the building complies with this requirement

The purchaser shall not be entitled to make any objection, requisition or claim for compensation relating to this specific disclosure.

22. **DIRECTORS GUARANTEE**

I, We

(the Guarantors")

being the Directors Shareholders of the Purchaser

a company incorporated in the State of

(hereinafter called the "Purchasing Company") in consideration of the Vendor (hereinafter called the "Vendor") at my/our request agreeing to sell the property described in the 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 INDEMNIFY** and keep indemnified the Vendor against any loss or 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 Guarantor/s acknowledge prior to execution hereunder that they have read and understood, as evidenced by their signatures hereto, the terms and conditions of the Contract for Sale in its entirety.

SIGNED by

\_\_\_\_\_ Full name of Director:

In the presence of:

\_\_\_\_\_

SIGNED by

\_\_\_\_\_ Full name of Director

In the presence of:

\_\_\_\_\_



LAND  
REGISTRY SERVICES  
Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 45/SP21897

SEARCH DATE	TIME	EDITION NO	DATE
25/5/2020	2:32 PM	5	22/5/2020

LAND

LOT 45 IN STRATA PLAN 21897  
AT LIVERPOOL  
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

DAVID JOHN WALTERS

(AE AQ117881)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP21897

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

020131 Walters

PRINTED ON 25/5/2020

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



LAND  
REGISTRY  
SERVICES

# Title Search

Information Provided Through  
Foster & Foster Pty Limited  
Ph. 02 8203 7662 Fax. 02 8088 1188

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP21897

SEARCH DATE	TIME	EDITION NO	DATE
18/5/2020	4:13 PM	3	13/8/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 21897  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP21897

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 21897 •

ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- INDEPENDENT UNIT MANAGEMENT  
1ST FLOOR, 227-229 GEORGE STREET  
LIVERPOOL,  
NSW 2170

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
- 3 • DP247971 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE N974506)
- 4 • DP247971 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED (SEE N974506)
- 5 • DP247971 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE N974506)
- 6 • DP247971 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED (SEE N974506)
- 7 DP247971 RIGHT OF WAY AND EASEMENT (SEE N974506) APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITTED IN THE TITLE DIAGRAM
- 8 DP247971 RIGHT OF WAY AND EASEMENT (SEE N974506) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 • DP562304 RESTRICTION(S) ON THE USE OF LAND (SEE N315115)
- 10 • DP562304 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED (SEE N315115)
- 11 • DP619235 RIGHTS OF CARRIAGEWAY AND EASEMENTS FOR SERVICES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

DAP:AB:020131 Walters(Hogan)

PRINTED ON 18/5/2020

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

- 12 .DP621090 EASEMENT FOR UNDERGROUND MAINS AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 .SP19218 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITTED IN THE TITLE DIAGRAM
- 14 .SP19218 EASEMENT FOR SERVICES APPURTENANT TO THE PART OF THE LAND SHOWN SO BENEFITTED IN THE TITLE DIAGRAM
- 15 .AP456346 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 102)

STRATA PLAN 21897

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1	15	- 1	16	- 1
17	- 1	18	- 1	19	- 1	20	- 1
21	- 1	22	- 1	23	- 1	24	- 1
25	- 1	26	- 1	27	- 1	28	- 1
29	- 1	30	- 1	31	- 1	32	- 1
33	- 1	34	- 1	35	- 1	36	- 1
37	- 1	38	- 1	39	- 1	40	- 1
41	- 1	42	- 1	43	- 1	44	- 1
45	- 1	46	- 1	47	- 1	48	- 1
49	- 1	50	- 1	51	- 1	52	- 1
53	- 1	54	- 1	55	- 1	56	- 1
57	- 1	58	- 1	59	- 1	60	- 1
61	- 1	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 1	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1	76	- 1
77	- 1	78	- 1	79	- 1	80	- 1
81	- 1	82	- 1	83	- 1	84	- 1
85	- 1	86	- 1	87	- 1	88	- 1
89	- 1	90	- 1	91	- 1	92	- 1
93	- 1	94	- 1	95	- 1	96	- 1
97	- 1	98	- 1	99	- 1	100	- 1
101	- 1	102	- 1				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

DAP:AB:020131 Walters(Hogan)

PRINTED ON 18/5/2020

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FORM 1

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

**CONTRACTS AUTHORITY**  
 The Council of the City of Newcastle, hereinafter referred to as the Council, has approved the registration of the Strata Plan No. 21897, being a plan of the land described in the Schedule to this Certificate, and the registration of the plan is hereby certified.

Date: 12nd August, 1984  
 1984/84

Complete or state if applicable

**SUBDIVISION**  
 JOHN BOUTON WHITE  
 31 THE AVENUE, HORSTVILLE

1. The land shown in the Schedule to this Certificate is divided into lots as shown in the plan attached hereto, and the lots are numbered as shown in the plan.

2. The lots are to be used for the purposes specified in the Schedule to this Certificate.

3. The lots are to be used for the purposes specified in the Schedule to this Certificate.

4. The lots are to be used for the purposes specified in the Schedule to this Certificate.

5. The lots are to be used for the purposes specified in the Schedule to this Certificate.

6. The lots are to be used for the purposes specified in the Schedule to this Certificate.

7. The lots are to be used for the purposes specified in the Schedule to this Certificate.

8. The lots are to be used for the purposes specified in the Schedule to this Certificate.

9. The lots are to be used for the purposes specified in the Schedule to this Certificate.

10. The lots are to be used for the purposes specified in the Schedule to this Certificate.

Signature, date and statements of intention to create easements or restrictions as to user

This is sheet 1 of my plan in 14 sheets.

The Common Seal of the MERITON APARTMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

SECRETARY  
 DIRECTOR

INCORPORATED IN AUSTRALIA  
 MERITON APARTMENTS PTY. LIMITED

INCORPORATED IN AUSTRALIA  
 MERITON APARTMENTS PTY. LIMITED

**SUBDIVISION OF PLAN OF LOT 100 IN D.P.633997**

City: LIVERPOOL  
 Locality: LIVERPOOL  
 Parish: ST. LUKE  
 County: CUMBERLAND

Reduction Ratio 1:1000  
 Lengths are in metres

Name of, and address for, service of notices on, the body corporate  
 THE PROPRIETORS  
 STRATA PLAN NO. 21897  
 NO. 112 MOORE ST, LIVERPOOL, 2170

**STRATA PLAN 21897**

Registered  
 Date: 9/1984

Purpose: STRATA PLAN

Ref. Map: U9137-11# U9145-73

Last Plan: D.P. 633997

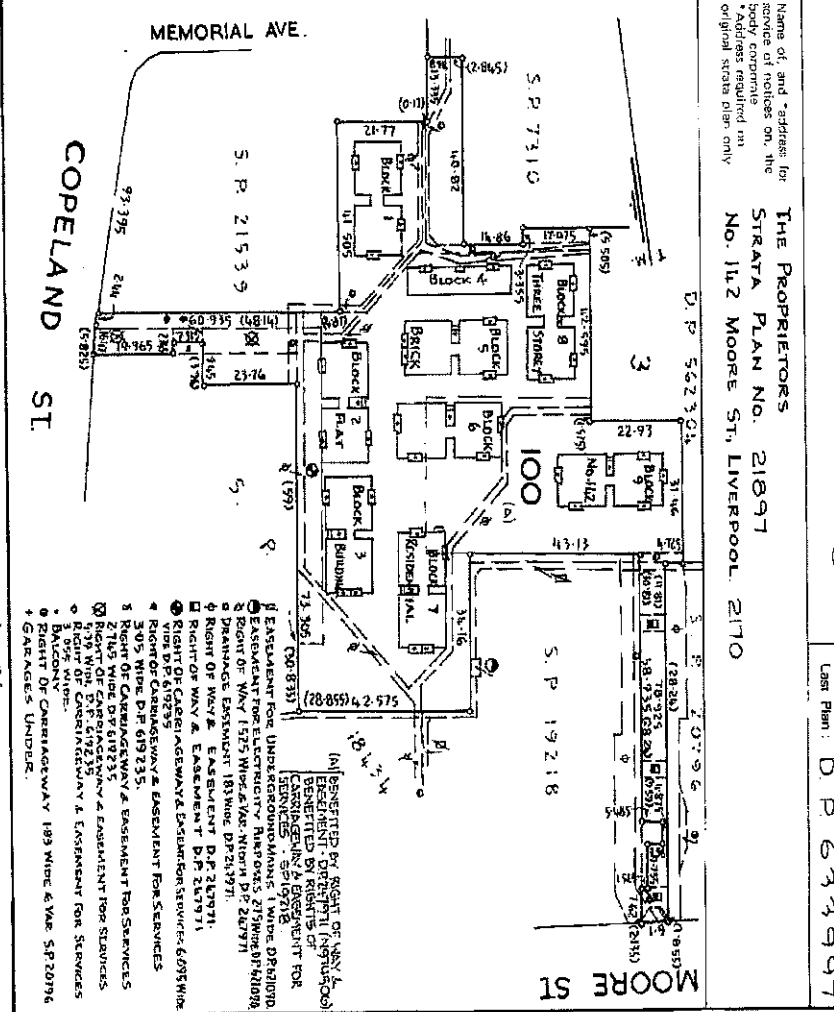


Table of mm  
 SURVEYOR'S REFERENCE: 89033/1

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 21897

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1
78	1

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
89	1
90	1
91	1
92	1
93	1
94	1
95	1
96	1
97	1
98	1
99	1
100	1
101	1
102	1
AGG.	102

Reduction Ratio 1:

Lengths are in metres

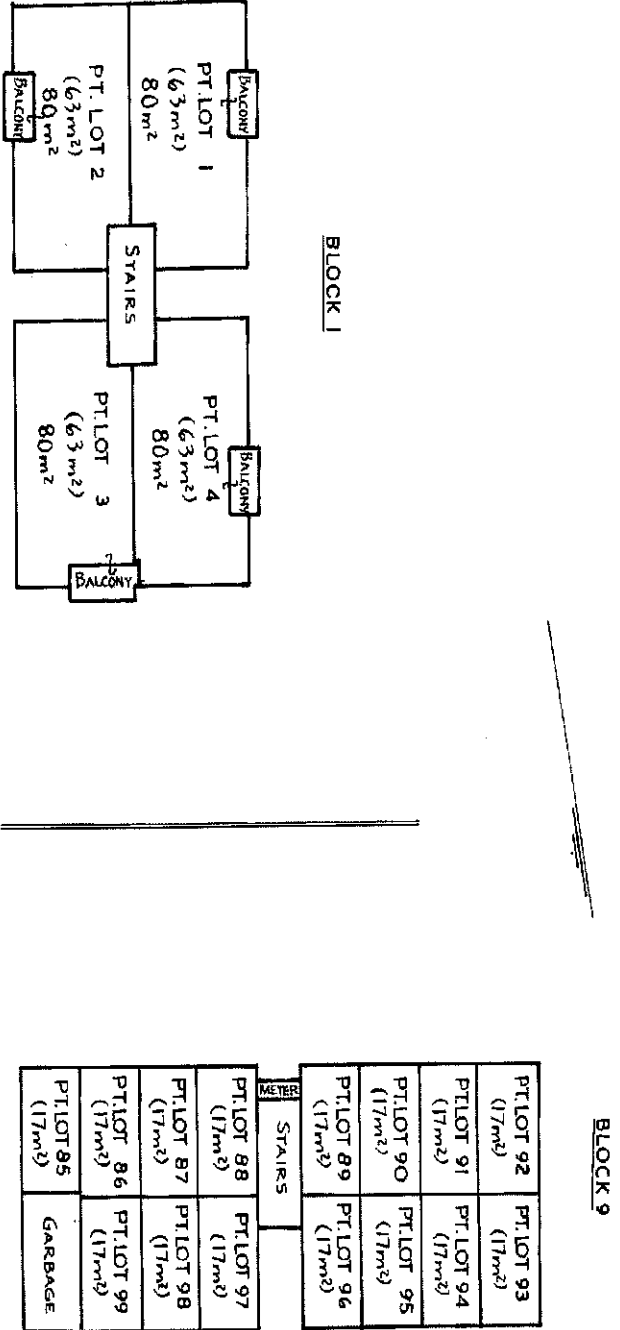
*[Signature]*  
 Registered Surveyor  
 SURVEYORS REFERENCE: 59033/1

*[Signature]*  
 Council Clerk



**STRATA PLAN 21897**

**GROUND FLOOR & GARAGES**



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1: 200

Lengths are in metres.

*[Signature]*  
 Proposed Surveyor

*[Signature]*  
 D/Control Clerk

SURVEYOR'S REFERENCE: 8 9033/1



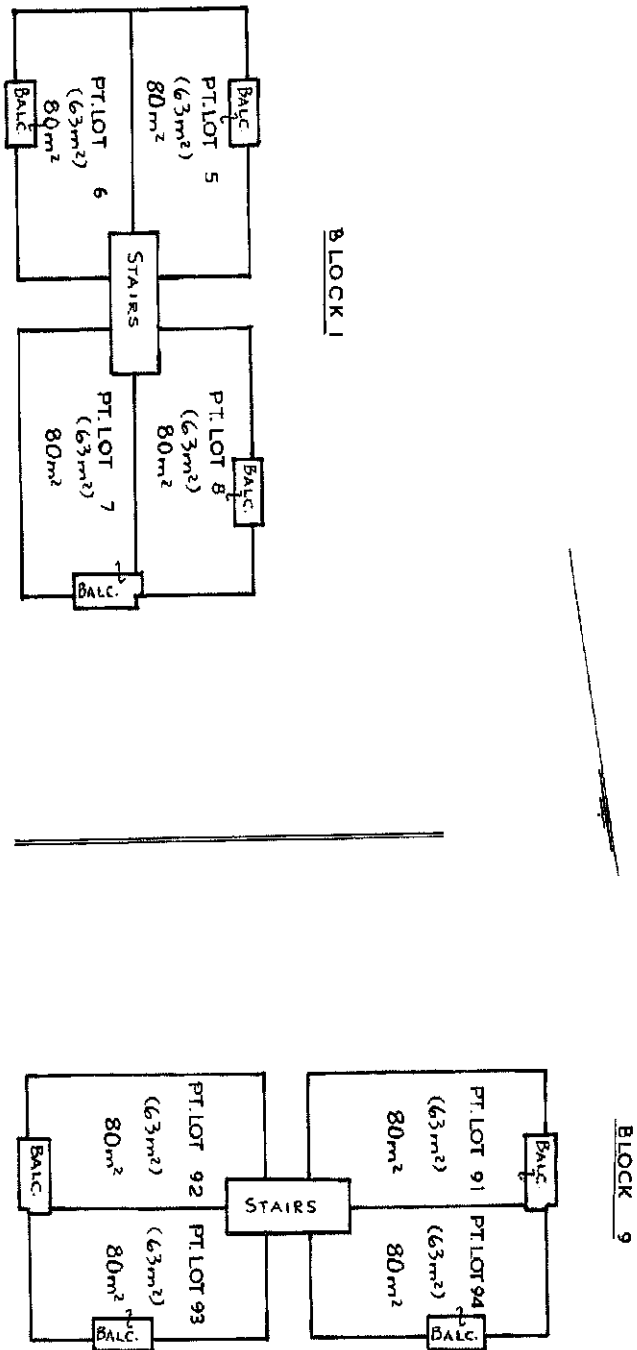
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 14 Sheets

STRATA PLAN 21897

FIRST FLOOR



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 District Surveyor

SURVEYOR'S REFERENCE: 89033/1

*[Signature]*  
 District Clerk



OFFICE USE ONLY

26 51897 1 02 P.F.114

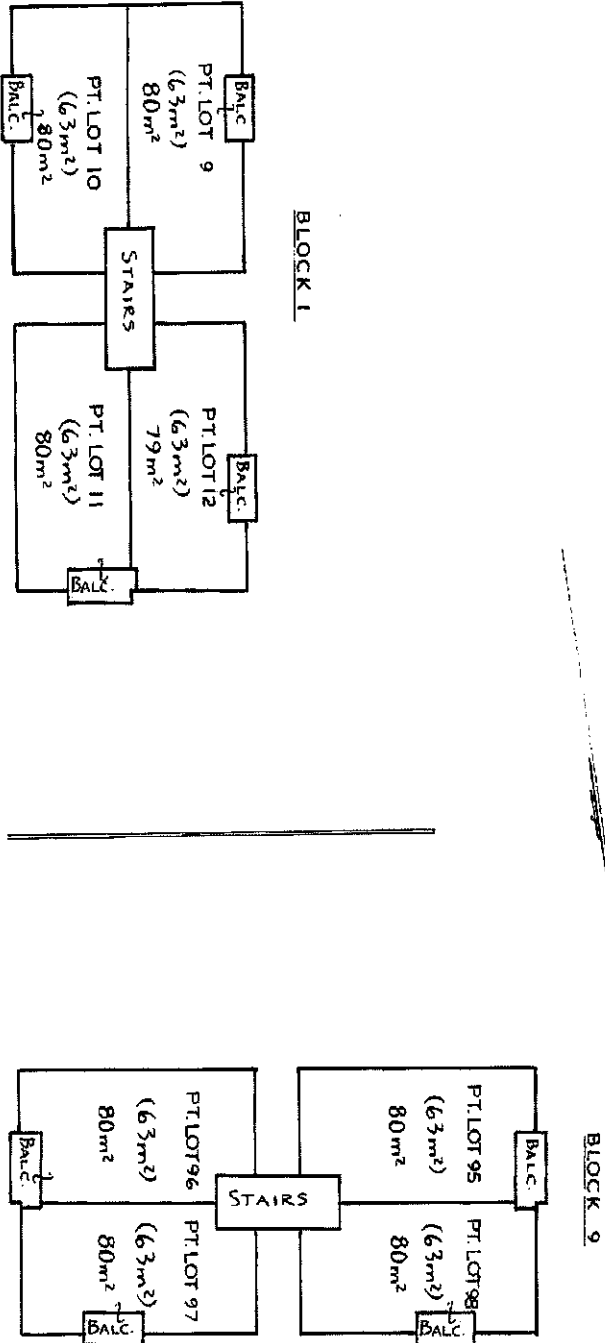
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 14 Sheets

STRATA PLAN 21897

SECOND FLOOR



ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 DISTRICT SURVEYOR  
 SURVEYORS REFERENCE 890 3311

*[Signature]*  
 DISTRICT CLERK



\*OFFICE USE ONLY

2025 01 14 10:11 AM

FORM 2

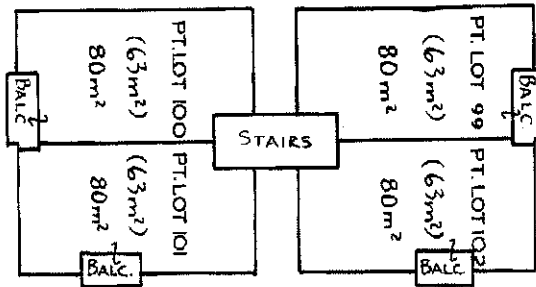
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 6 of 14 Sheets

THIRD FLOOR

STRATA PLAN 21897

BLOCK 9



ALL AREAS ARE APPROXIMATE.  
 THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor  
 SURVEYORS REFERENCE 69033/11

*[Signature]*  
 Director Civil



\*OFFICE USE ONLY

26 51897 11 21897



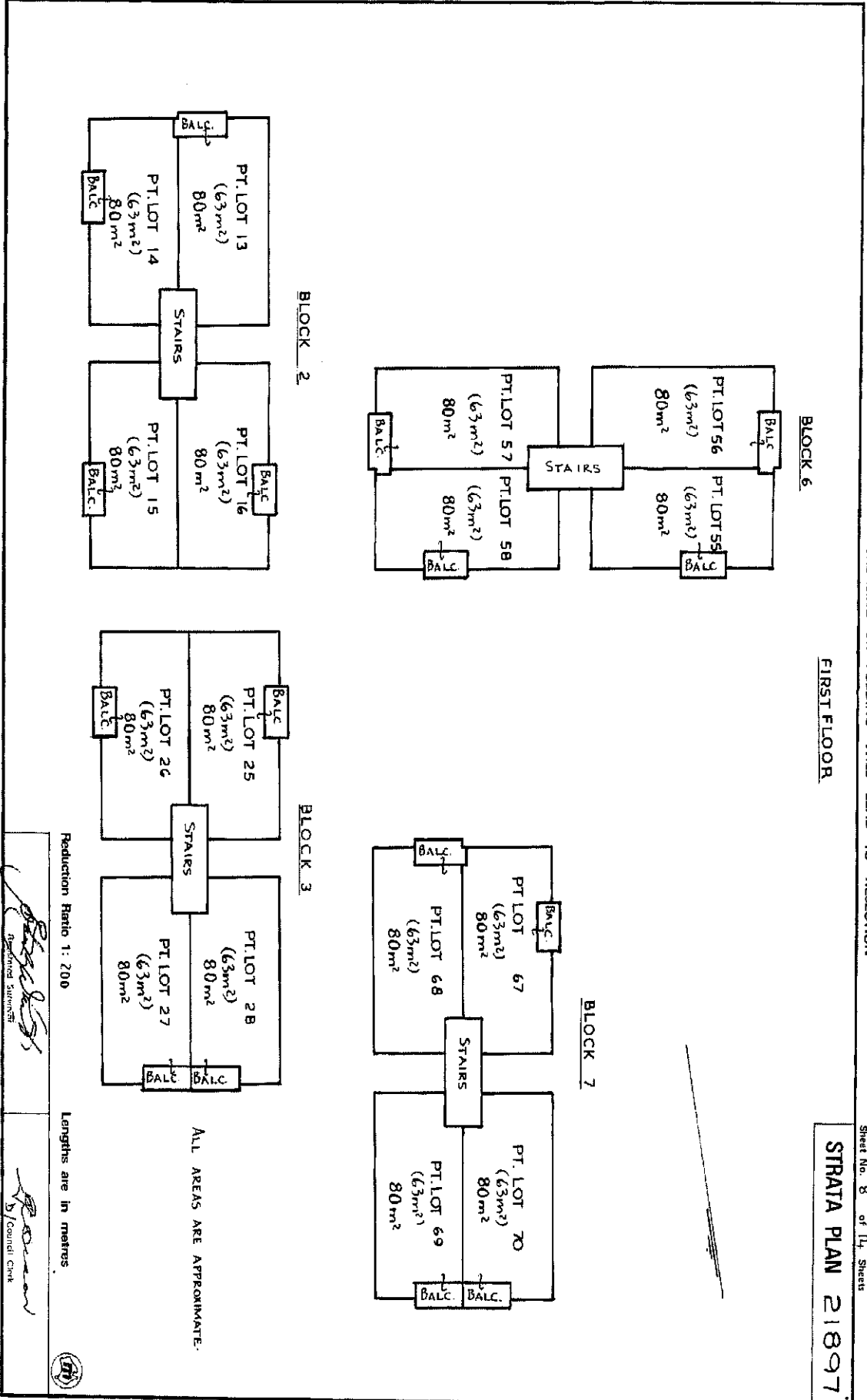
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 14, Sheets

STRATA PLAN 21897

FIRST FLOOR



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1: 200

Lengths are in metres.

*[Signature]*  
 Registered Surveyor

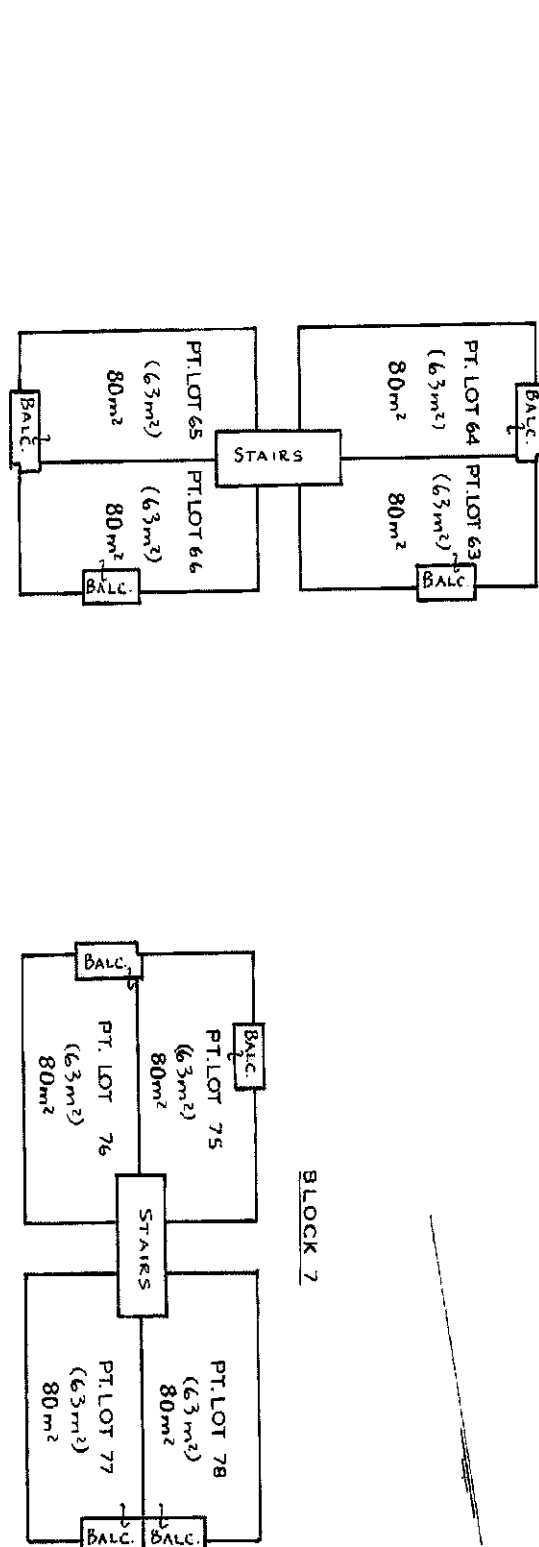
*[Signature]*  
 Licensed Conveyancer

SURVEYOR'S REFERENCE: 89035/1





THIRD FLOOR



ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

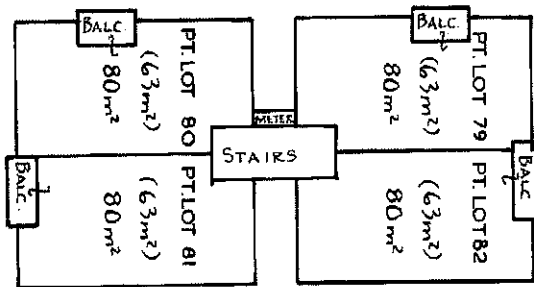
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*[Signature]*  
 Registered Surveyor

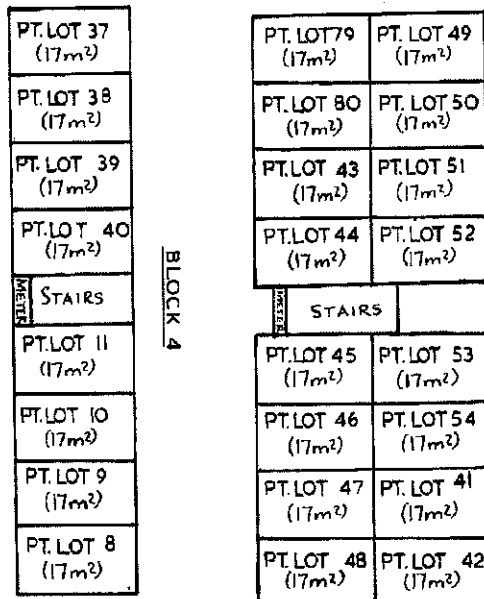
*[Signature]*  
 D/County Clerk



GROUND FLOOR AND GARAGES



BLOCK 8



BLOCK 4

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

SUPERVISOR'S REFERENCE: 89013/

Supervisor

Chair



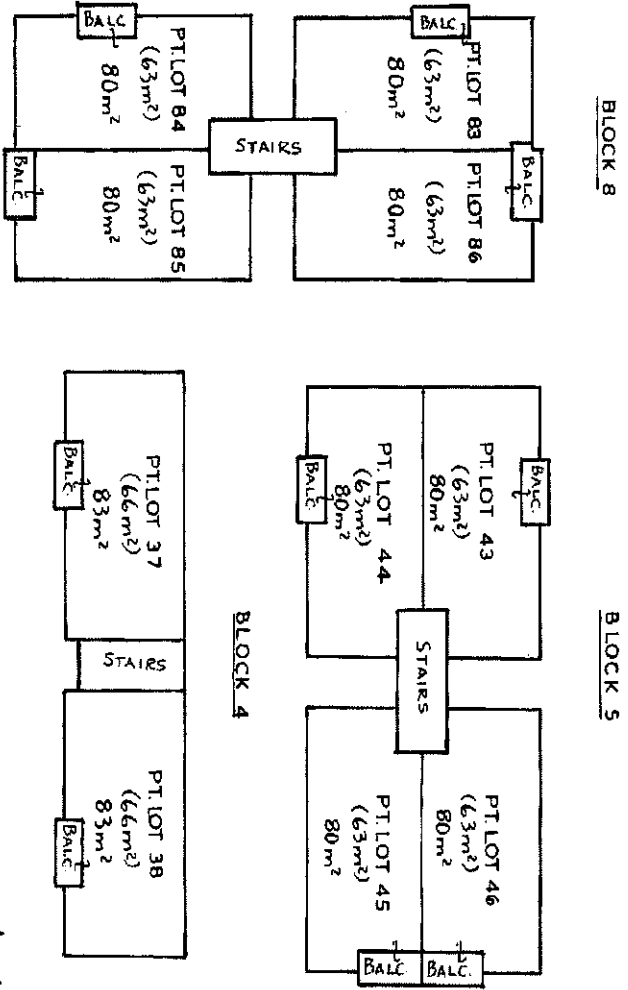
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 14 Sheets

FIRST FLOOR

STRATA PLAN 21897



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 89033/1

*[Signature]*  
 D/Control Clerk



OFFICE USE ONLY

27 518 1 21 13/14

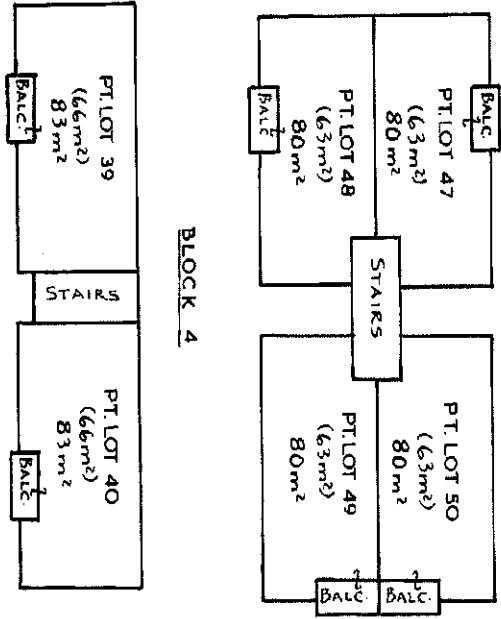
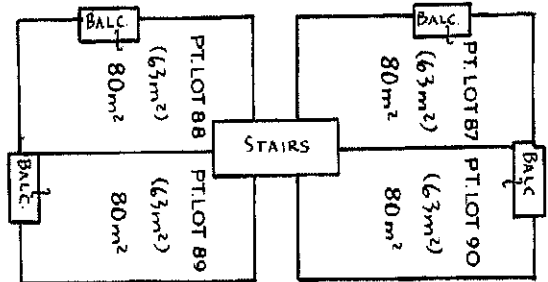
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 14 Sheets

SECOND FLOOR

STRATA PLAN 21897



ALL AREAS ARE APPROXIMATE.  
 THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 75 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED

Reduction Ratio 1: 206

Lengths are in metres

*[Signature]*  
 SUPERVISOR'S REFERENCE 89033/1

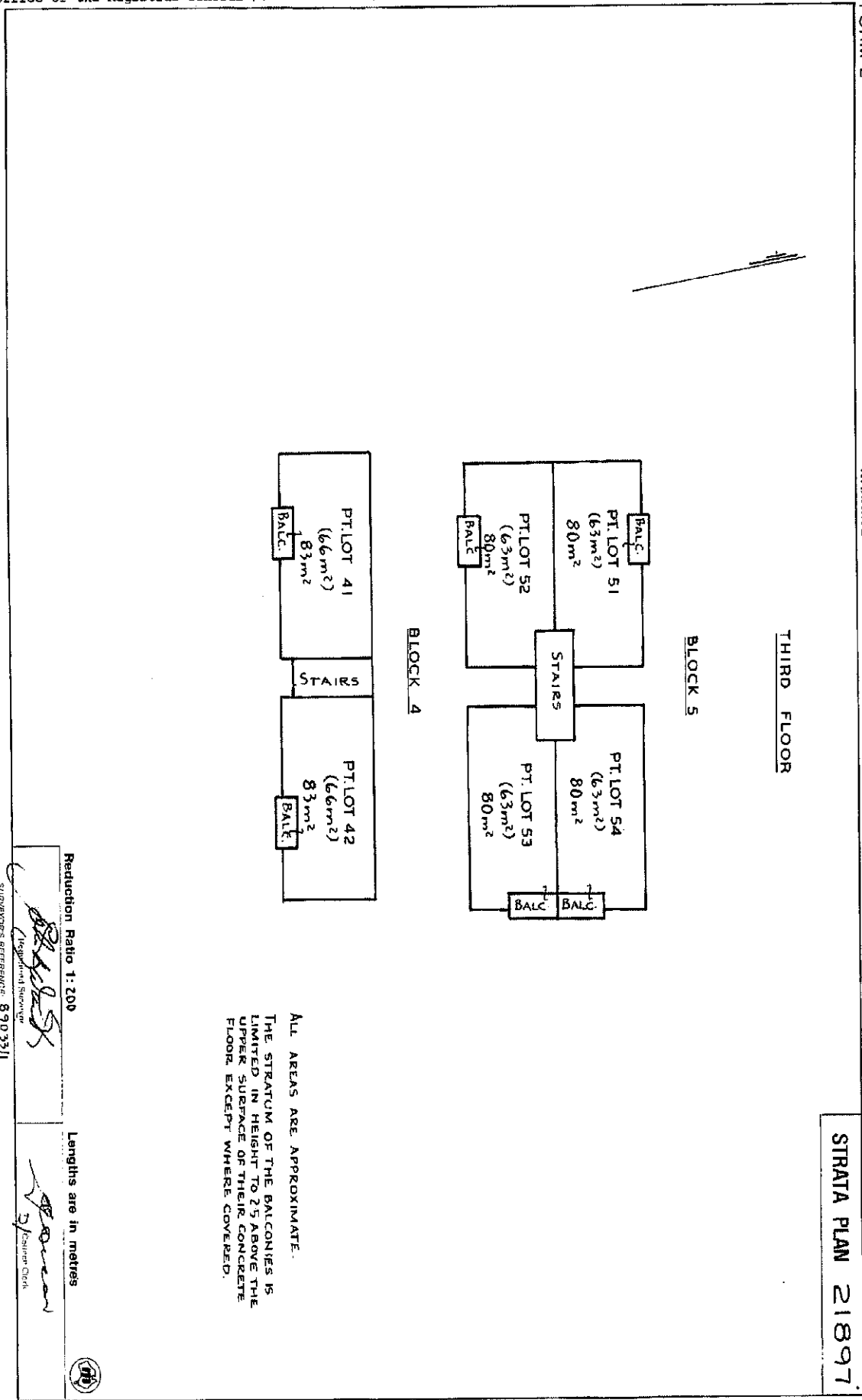
*[Signature]*  
 D/ [Name]



\*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 21897



ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor  
 SURVEYORS REFERENCE: 89035/1

*[Signature]*  
 Registrar-Deputy



no fee

N974506

INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

INSTRUMENT SETTING OUT TERMS OF RIGHTS-OF-WAY AND EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 1 of 6 sheets

PART 1

PLAN: OP247971

Subdivision of Lot 4 in Deposited Plan 562304 being part of the land in Land Grant Volume 11559 Folio 31, covered by Council Clerk's Certificate No. 65 of 1973. 1974

FULL NAME AND ADDRESS OF THE PROPRIETOR OF THE LAND:

Home Units Australia Pty. Limited of 15 Bent Street, Sydney

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN THE ABOVE MENTIONED PLAN:

Right-of-way 5 feet wide and variable width.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Benefited X

- 4
- 6
- 8
- 9
- 10

- 5, 6, 7, 8, 9, 10 and Lots 2 & 3 in D.P. 562304
- 4, 5, 7, 8, 9 & 10 & Lots 2 & 3 in D.P. 562304
- 4, 5, 6, 7, 9, 10 & Lots 2 & 3 in D.P. 562304
- 4, 5, 6, 7, 8, 10 & Lots 2 & 3 in D.P. 562304
- 4, 5, 6, 7, 8, 9 & Lots 2 & 3 in D.P. 562304

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN THE ABOVE MENTIONED PLAN:

Drainage Easement 6 feet wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Benefited X

- 4
- 6
- 8
- 9
- 10

- 5, 9 & 10
- 5, 7, 8, 9 & Lot 1 in D.P. 562304
- 6, 7 & Lot 1 in D.P. 562304
- 8
- 4, 5, 9 & Lot 3 in D.P. 562304

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE ABOVE MENTIONED PLAN:

Right-of-way and easement 12 feet wide, 18 feet wide and variable width.

LOT 1 D.P. 562304 COMPRISED IN C.T. VOL. 12170 FOL. 144  
LOT 2 D.P. 562304 COMPRISED IN C.T. VOL. 12170 FOL. 145  
LOT 3 D.P. 562304 - NOW BEING STRATA PLAN 7140  
COMMON PROPERTY C.T. VOL. 3527 FOL. 60

J. Paul

(3)

B-10

INSTRUMENT PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,  
Sheet 2 of 8 sheets

Subdivision covered by G.O.C.  
No. 65 of 1974.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<b>DP247971</b>	<u>Lots Benefited</u>
6 7		7 & 8 6 & 8.

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Right-of-way and easement  
18 feet wide and variable  
width.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	5 9 10	<u>Lots Benefited</u>
		4, 9 & 10 4, 5 & 10 4, 5 & 9.

B

5. IDENTITY OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Right-of-way and easement  
12 feet wide and variable  
width.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	8	<u>Lots Benefited</u>
		6 & 7.

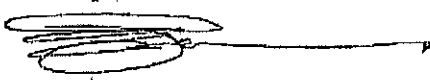
PART 2

TERMS OF RIGHT-OF-WAY 5 FEET WIDE AND VARIABLE WIDTH FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to an estate or interest in any of the lots benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan any of the lots benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him to go, pass and repass on foot at all times and for all purposes without vehicles to and from the lot benefited or any such part along that part of the lot burdened marked thereof or any such lot in any such strata plan along that part of the lot burdened marked "Right-of-way 5 feet wide and variable width".

TERMS OF DRAINAGE EASEMENT 6 FEET WIDE SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any



*Chapman  
J. King*

DP247971

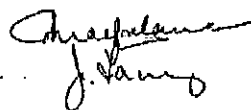
(5) Sheet 3 of 6 sheets  
Subdivision covered by C.C.C.  
No. 65 of 1974.

lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "drainage easement 6 feet wide" together with the right to use for the purposes of the easement, any line of pipes already laid within the said part of the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with any tools, implements or machinery necessary for the purpose, to enter upon the said part of the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT-OF-WAY AND EASEMENT 12 FEET WIDE, 18 FEET WIDE AND VARIABLE WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him:-

- (a) from time to time and at all times and for any purpose to go, pass and repass along that part of the lot burdened and in the abovementioned plan marked "Right-of-way and easement 12 feet wide, 18 feet wide and variable width" with or without vehicles to and from the lot benefited or any such part thereof or such lot in any such strata plan;
- (b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right-of-way and easement 12 feet wide, 18 feet wide and variable width", together with the right to use, for the purposes of this easement, any or all of the pipe or pipes which shall be laid as aforesaid for the purpose of draining water or any or all pipes laid in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with tools, implements or machinery necessary for the purpose, from time to time and at all reasonable times to enter upon the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such pipe or pipes and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take

  
J. Kelly

INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

DP247971

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Sheet 4 of 6 sheets  
Subdivision covered by C.O.C.  
No. 65 of 1974.

all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

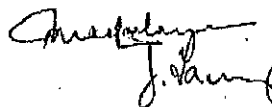
TERMS OF RIGHT-OF-WAY AND EASEMENT 18 FEET WIDE AND VARIABLE WIDTH FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him:-

- (a) after a residential flat building shall have been erected on the lot burdened and a certificate under Section 317A of the Local Government Act, 1919, as amended, shall have been issued in respect of such residential flat building, from time to time and at all times and for any purpose to go, pass and repass along that part of the lot burdened and in the above-mentioned plan marked "Right-of-way and easement 18 feet, and variable width" with or without vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan;
- (b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the above-mentioned plan marked "Right-of-way and easement 18 feet and variable width", together with the right to use, for the purposes of this easement, any or all of the pipe or pipes which shall be laid as aforesaid for the purpose of draining water or any or all pipes laid in replacement or in substitution thereof and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with tools, implements or machinery necessary for the purpose, from time to time and at all reasonable times to enter upon the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such pipe or pipes and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT-OF-WAY AND EASEMENT 12 FEET WIDE AND VARIABLE WIDTH FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him:-



INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

DP247971

Sheet 5 of 6 sheets

Subdivision covered by C.O.G.  
No. 65 of 1974.

- (a) after a residential flat building shall have been erected on the lot burdened and a certificate under Section 317A of the Local Government Act, 1919, as amended, shall have been issued in respect of such residential flat building, from time to time and at all times and for any purpose to go, pass and repass along that part of the lot burdened and in the above-mentioned plan marked "Right-of-way and easement 12 feet wide and variable width" with or without vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan;
- (b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right-of-way and easement 12 feet wide and variable width", together with the right to use, for the purposes of this easement, any or all of the pipe or pipes which shall be laid as aforesaid for the purpose of draining water or any or all pipes laid in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with tools, implements or machinery necessary for the purpose, from time to time and at all reasonable times to enter upon the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such pipe or pipes and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS FIRSTLY, THIRDLY, FOURTHLY AND FIFTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

1. Home Units Australia Pty. Limited until the 31st day of December 1980, and thereafter the person or persons in whom the legal estate in fee simple is vested in the title to the lots having a common boundary with the lot in respect of which such restrictions are proposed to be released varied and modified, or in a lot in which such lots having a common boundary are subdivided, together with
2. The Council of the City of Liverpool.

NAME OF PERSON EMPOWERED TO RELEASE OR VARY OR MODIFY RESTRICTION SECONDLY REFERRED TO

The Council of the City of Liverpool.

THE COMMON SEAL OF HOME UNITS AUSTRALIA PTY. LIMITED was hereunto affixed in the presence of:

Secretary.



Director

7/8/73

*Chapman*

*J. Lang*

INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

Sheet 6 of 6 Sheets

Subdivision covered by C.O.C.  
No. 65 of 1974.

FNCB-WALTONS FINANCE LIMITED as Mortgagee pursuant to Mortgage

No. **DP247971** hereby consents to the above.

THE COMMON SEAL of FNCB-WALTONS

FINANCE LIMITED was hereunto

duly affixed in the presence of:



Director

*Chapalana*  
Secretary

Signed in my presence by  
JOHN GERALD FACEY who  
is personally known to me


*Walker J*  
Signed in my presence by  
REGINALD THOMAS WINDLEY  
who is personally known to me.

*J. Brown*  
The Town Clerk  
of the City of Liverpool

N 974506

*Home Units  
Australia*

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1979, LODGED WITH O.P. 247971  4-4-1975.

no fee  
N 974506

INSTRUMENT PURSUANT TO THE CONVEYANCING ACT, 1919.

INSTRUMENT SETTING OUT TERMS OF RIGHTS-OF-WAY AND EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 1 of 6 sheets

PART 1

PLAN: DP247971

Subdivision of Lot 4 in Deposited Plan 562304 being part of the land in Land Grant Volume 11559 Folio 31, covered by Council Clerk's Certificate No. 65 of 1973. 1974

FULL NAME AND ADDRESS OF THE PROPRIETOR OF THE LAND:

Home Units Australia Pty. Limited of 15 Bent Street, Sydney

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Right-of-way 5 feet wide and variable width.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4  
6  
9  
9  
10

Lots Benefited X

5, 6, 7, 8, 9, 10 and Lots 2 & 3 in D.P. 562304  
4, 5, 7, 8, 9 & 10 & Lots 2 & 3 in D.P. 562304  
4, 5, 6, 7, 9, 10 & Lots 2 & 3 in D.P. 562304  
4, 5, 6, 7, 8, 10 & Lots 2 & 3 in D.P. 562304  
4, 5, 6, 7, 8, 9 & Lots 2 & 3 in D.P. 562304

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Drainage Easement 6 feet wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4  
6  
9  
9  
10

Lots Benefited X

5, 9 & 10  
5, 7, 8, 9 & Lot 1 in D.P. 562304  
6, 7 & Lot 1 in D.P. 562304  
5  
4, 5, 9 & Lot 3 in D.P. 562304

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Right-of-way and easement 12 feet wide, 18 feet wide and variable width.

(LOT 1 D.P. 562304 COMPRISED IN C.T. VOL. 12170 FOLIO 11)  
(LOT 2 D.P. 562304 COMPRISED IN C.T. VOL. 12170 FOLIO 12)  
(LOT 3 D.P. 562304 - NOW BEING STRATA PLAN 7310 - COMMON PROPERTY C.T. NO. 8527 FOLIO 60)

J. Pauling

(3)

INSTRUMENT PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,  
Sheet 2 of 8 sheets

Subdivision covered by C.C.G.  
No. 65 of 1974.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>DP247971</u>	<u>Lots Benefited</u>
6		7 & 8
7		6 & 8.

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Right-of-way and easement  
18 feet wide and variable  
width.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
5	4, 9 & 10
9	4, 5 & 10
10	4, 5 & 9.

5. IDENTITY OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Right-of-way and easement  
12 feet wide and variable  
width.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
8	6 & 7.

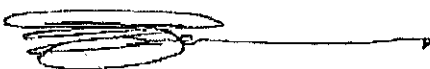
PART 2

TERMS OF RIGHT-OF-WAY 5 FEET WIDE AND VARIABLE WIDTH FIRSTLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to an estate or interest in any of the lots benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan any of the lots benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him to go, pass and repass on foot at all times and for all purposes without vehicles to and from the lot benefited or any such part along that part of the lot burdened marked thereof or any such lot in any such strata plan along that part of the lot burdened marked "Right-of-way 5 feet wide and variable width".

TERMS OF DRAINAGE EASEMENT 6 FEET WIDE SECONDLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any



*Chapman*  
*J. P. King*

DP247971

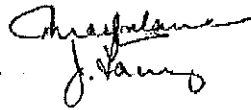
(5) Sheet 3 of 6 sheets  
Subdivision covered by C.C.C.  
No. 65 of 1974.

lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "drainage easement 6 feet wide" together with the right to use for the purposes of the easement, any line of pipes already laid within the said part of the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with any tools, implements or machinery necessary for the purpose, to enter upon the said part of the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT-OF-WAY AND EASEMENT 12 FEET WIDE, 18 FEET WIDE AND VARIABLE WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him:-

- (a) from time to time and at all times and for any purpose to go, pass and repass along that part of the lot burdened and in the abovementioned plan marked "Right-of-way and easement 12 feet wide, 18 feet wide and variable width" with or without vehicles to and from the lot benefited or any such part thereof or such lot in any such strata plan;
- (b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right-of-way and easement 12 feet wide, 18 feet wide and variable width", together with the right to use, for the purposes of this easement, any or all of the pipe or pipes which shall be laid as aforesaid for the purpose of draining water or any or all pipes laid in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with tools, implements or machinery necessary for the purpose, from time to time and at all reasonable times to enter upon the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such pipe or pipes and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take

  
J. H. H. Walters

INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

DP247971

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Sheet 4 of 6 sheets  
Subdivision covered by C.C.G.  
No. 65 of 1974.

all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

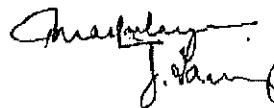
TERMS OF RIGHT-OF-WAY AND EASEMENT 18 FEET WIDE AND VARIABLE WIDTH FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him:-

- (a) after a residential flat building shall have been erected on the lot burdened and a certificate under Section 317A of the Local Government Act, 1919, as amended, shall have been issued in respect of such residential flat building, from time to time and at all times and for any purpose to go, pass and repass along that part of the lot burdened and in the above-mentioned plan marked "Right-of-way and easement 18 feet, and variable width" with or without vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan;
- (b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the above-mentioned plan marked "Right-of-way and easement 18 feet and variable width", together with the right to use, for the purposes of this easement, any or all of the pipes or pipes which shall be laid as aforesaid for the purpose of draining water or any or all pipes laid in replacement or in substitution thereof and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with tools, implements or machinery necessary for the purpose, from time to time and at all reasonable times to enter upon the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such pipe or pipes and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT-OF-WAY AND EASEMENT 12 FEET WIDE AND VARIABLE WIDTH FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorised by him:-



INSTRUMENT PURSUANT TO SECTION 68B CONVEYANCING ACT, 1919.

DP247971

Sheet 5 of 6 sheets

Subdivision covered by C.C.G.  
No. 65 of 1974.

- (a) after a residential flat building shall have been erected on the lot burdened and a certificate under Section 317A of the Local Government Act, 1919, as amended, shall have been issued in respect of such residential flat building, from time to time and at all times and for any purpose to go, pass and repass along that part of the lot burdened and in the above-mentioned plan marked "Right-of-way and easement 12 feet wide and variable width" with or without vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan;
- (b) From time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, soakage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor for the time being of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right-of-way and easement 12 feet wide and variable width", together with the right to use, for the purposes of this easement, any or all of the pipe or pipes which shall be laid as aforesaid for the purpose of draining water or any or all pipes laid in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorised as aforesaid, with tools, implements or machinery necessary for the purpose, from time to time and at all reasonable times to enter upon the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing any such pipe or pipes and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorised as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS FIRSTLY, THIRDLY, FOURTHLY AND FIFTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

1. Home Units Australia Pty. Limited until the 31st day of December 1980, and thereafter the person or persons in whom the legal estate in fee simple is vested in the title to the lots having a common boundary with the lot in respect of which such restrictions are proposed to be released varied and modified, or in a lot in which such lots having a common boundary are subdivided, together with
2. The Council of the City of Liverpool.

NAME OF PERSON EMPOWERED TO RELEASE OR VARY OR MODIFY RESTRICTION SECONDLY REFERRED TO

The Council of the City of Liverpool.

THE COMMON SEAL of HOME UNITS AUSTRALIA PTY. LIMITED was hereunto affixed in the presence of:

*[Signature]*

Secretary.



Director

7/8/73

*[Signature]*

*[Signature]*

INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

Sheet 6 of 6 sheets

Subdivision covered by C.O.O.  
No. 65 of 1974.

FNCB-WALTONS FINANCE LIMITED as Mortgagee pursuant to Mortgage

No. DP247971 hereby consents to the above.

THE COMMON SEAL of FNCB-WALTONS

FINANCE LIMITED was hereunto

duly affixed in the presence of: )



Director

*[Signature]*  
Secretary

Signed in my presence by  
JOHN GERAID RACEY who  
is personally known to me

*[Signature]*  
Signed in my presence by  
REGINALD THOMAS FINELEY  
who is personally known to me.


*[Signature]*  
Secretary  
The Town Clerk  
of the City of Liverpool

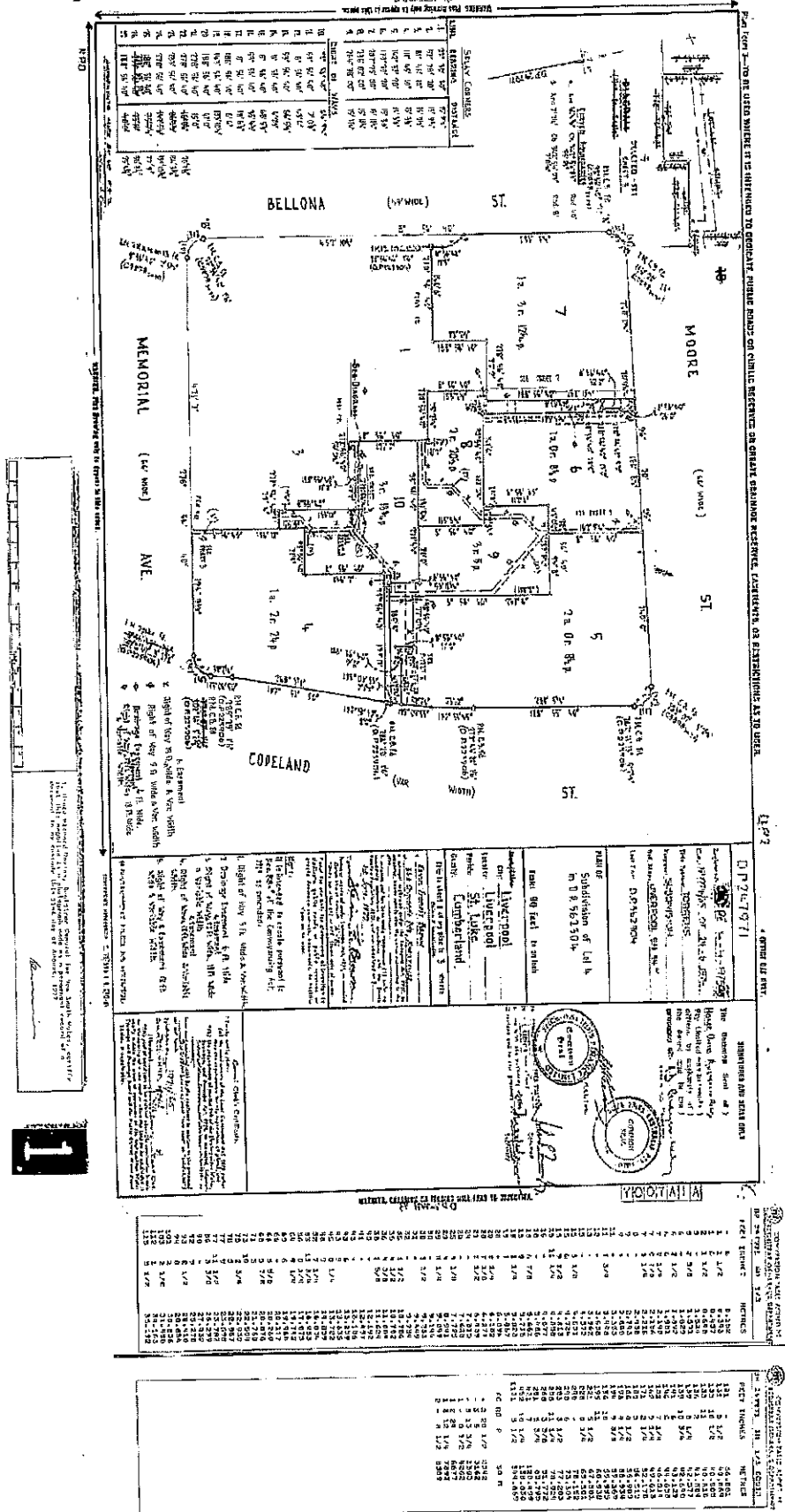
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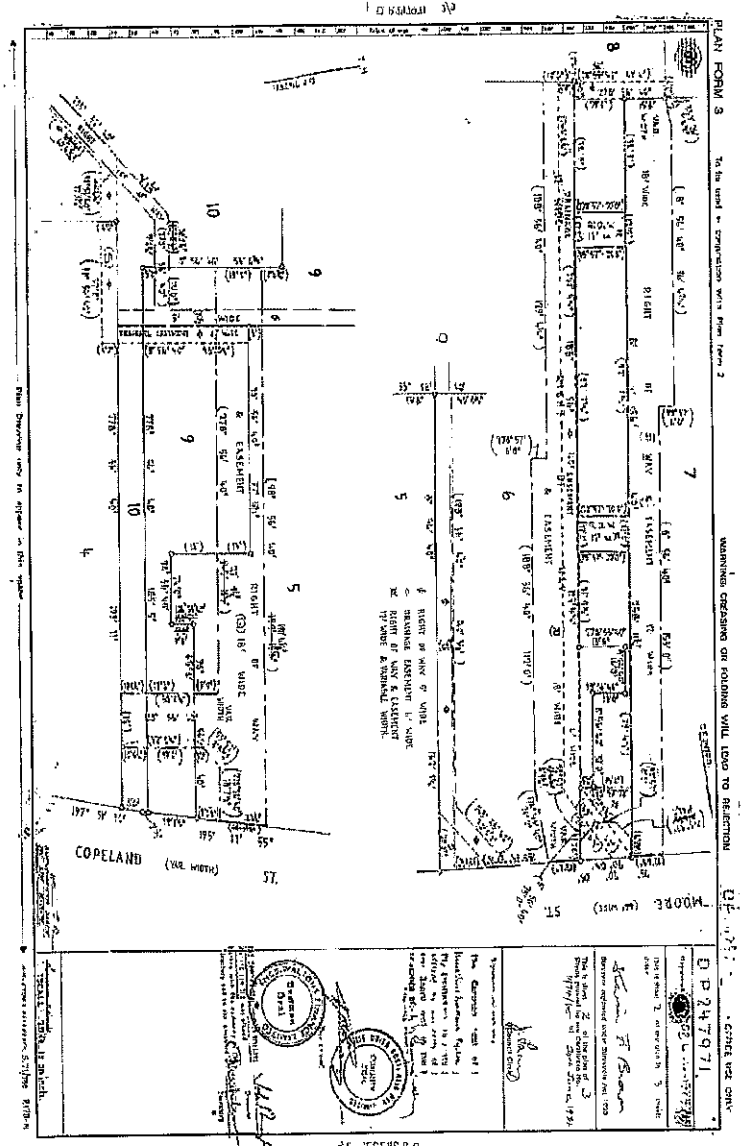
*Home Units  
Australia*

INSTRUMENT SETTING OUT INTERESTS CREATED

PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919, LODGED WITH D.P. 247971  4-4-1975.

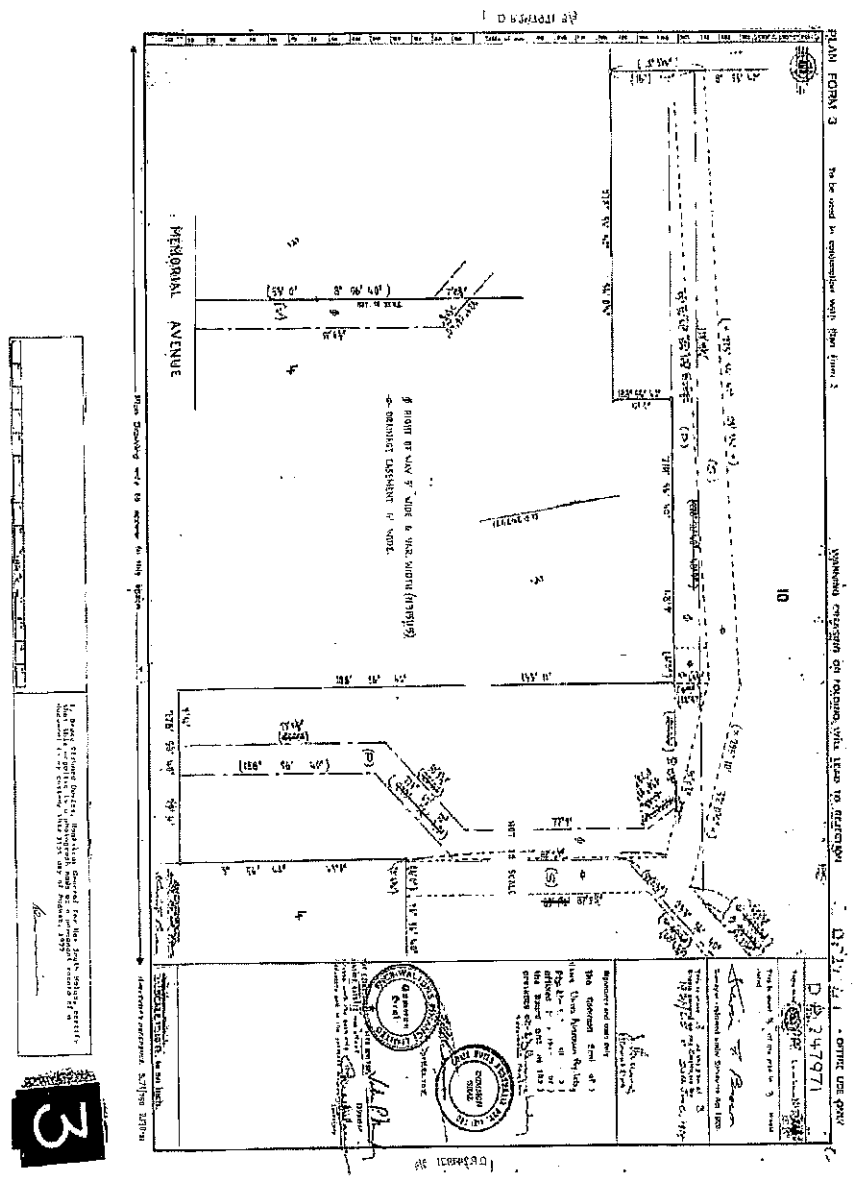




2

THE OFFICE OF THE REGISTRAR GENERAL FOR THE STATE OF NEW SOUTH WALES  
 LAND REGISTRATION DIVISION  
 100 BRIDGE STREET, SYDNEY, NSW 2010  
 TEL: (02) 951 5000  
 FAX: (02) 951 5001  
 WWW: www.rg.nsw.gov.au

PERMITS	REMARKS
1	1/12
2	1/12
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99	1/12
100	1/12



1. Part of existing easement, including ground for the State, exists under this project. The easement and ground are shown on the plan.

**3**

COMPARATIVE TABLE

FEET DIMENSIONS	METERS
1/4	0.25
1/2	0.50
3/4	0.75
1	1.00
1 1/4	1.25
1 1/2	1.50
1 3/4	1.75
2	2.00
2 1/4	2.25
2 1/2	2.50
2 3/4	2.75
3	3.00
3 1/4	3.25
3 1/2	3.50
3 3/4	3.75
4	4.00
4 1/4	4.25
4 1/2	4.50
4 3/4	4.75
5	5.00
5 1/4	5.25
5 1/2	5.50
5 3/4	5.75
6	6.00
6 1/4	6.25
6 1/2	6.50
6 3/4	6.75
7	7.00
7 1/4	7.25
7 1/2	7.50
7 3/4	7.75
8	8.00
8 1/4	8.25
8 1/2	8.50
8 3/4	8.75
9	9.00
9 1/4	9.25
9 1/2	9.50
9 3/4	9.75
10	10.00

APPROVED FOR THE STATE OF NEW SOUTH WALES  
 REGISTRAR GENERAL  
 16 JUN 1992





2

10	20	30	40	50	60	70	80	90	100	110	120	130	140
AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND AND TITLES OFFICE													

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 5th June, 1990

DP247971

Sheet 3 of 6 sheets  
Subdivision covered by C.O.D.  
No. 65 of 1974.

18c in any street plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended). In which street plan the lot benefited or any interest or interest in the parcel or part of the parcel of such street plan, and every person authorized by him from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, seepage water) from the lot benefited or any such part thereof or any such lot, all any such street plan, and every person authorized by him from time to time and at all times to enter upon the said part of the lot benefited or any such part thereof for any purpose or purposes to be specified in the said part of the lot benefited or any such part thereof, and for any of the aforesaid purposes to open the soil of the said part of the lot benefited to such extent as may be necessary provided that such person entitled as aforesaid and such person authorized as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot benefited and will restore that surface as nearly as practicable to its original condition.

**TERMS OF RIGHT-OF-WAY AND EASEMENT 12 FEET WIDE, 18 FEET WIDE AND VARIABLE WIDE HEREIN REFERRED TO IN ABOVEMENTIONED PLAN**

(a) Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any street plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which street plan the lot benefited or any part thereof, in which street plan the lot benefited or any part thereof, and every person authorized by him:-

(a) from time to time and at all times and for any purpose to go, pass and repass along that part of the lot benefited and in the governmental plan marked "Right-of-way and easement 12 feet wide, 18 feet wide and variable width" with or without vehicles (as and from the lot benefited or any such part thereof or such lot in any such street plan;

(b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, seepage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such street plan and to enter upon the said part of the lot benefited or any such part thereof for any purpose or purposes to be specified in the said part of the lot benefited or any such part thereof, and for any of the aforesaid purposes to open the soil of the said part of the lot benefited to such extent as may be necessary provided that such person entitled as aforesaid and every person authorized as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot benefited and will restore that surface as nearly as practicable to its original condition.

*Andrew James*  
 Andrew James  
 Andrew James

DP247971  
N974506

Sheet 4 of 6 sheets  
Subdivision covered by C.O.D.  
No. 65 of 1974.

all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot benefited and will restore that surface as nearly as practicable to its original condition.

**TERMS OF RIGHT-OF-WAY AND EASEMENT 12 FEET WIDE, 18 FEET WIDE AND VARIABLE WIDE HEREIN REFERRED TO IN ABOVEMENTIONED PLAN**

(a) Full and free right and liberty for every person who is at any time entitled to any estate or interest in the lot benefited or any part thereof, including any estate or interest in any lot in any street plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 (as amended), in which street plan the lot benefited or any part thereof, in which street plan the lot benefited or any part thereof, and every person authorized by him:-

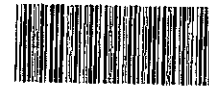
(a) from time to time and at all times and for any purpose to go, pass and repass along that part of the lot benefited and in the governmental plan marked "Right-of-way and easement 12 feet wide, 18 feet wide and variable width" with or without vehicles (as and from the lot benefited or any such part thereof or such lot in any such street plan;

(b) from time to time and at all times to drain any or all quantities of water (whether rain, storm, spring, seepage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such street plan and to enter upon the said part of the lot benefited or any such part thereof for any purpose or purposes to be specified in the said part of the lot benefited or any such part thereof, and for any of the aforesaid purposes to open the soil of the said part of the lot benefited to such extent as may be necessary provided that such person entitled as aforesaid and every person authorized as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot benefited and will restore that surface as nearly as practicable to its original condition.

*Andrew James*  
 Andrew James  
 Andrew James



N 315115



N  
315115 Y

INSTRUMENT SETTING OUT TERMS OF RIGHTS-  
OF-WAY AND EASEMENT INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT 1919

Sheet 1 of 5 Sheets

Part 1

PLAN: DP562304

Subdivision of Land Grant  
Volume 11559 Folio 31  
covered by Council Clerk's  
Certificate No. 45 of  
1973.

FULL NAME AND ADDRESS OF  
THE PROPRIETOR OF THE LAND;

Home Units Australia Pty.  
Limited (formerly Home Units  
Pty. Limited),  
15 Bent Street,  
Sydney, 2000.

1. IDENTITY OF EASEMENT OR  
RESTRICTION FIRSTLY RE-  
FERRED TO IN ABOVEMENTIONED  
PLAN.

Right-of-Way and Easement  
variable width and 15 feet  
8 $\frac{1}{2}$  inches wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Benefited

2

3

2. IDENTITY OF EASEMENT OR  
RESTRICTION SECONDLY  
REFERRED TO IN THE ABOVE-  
MENTIONED PLAN:

Right-of-way and Easement  
variable width and 19 feet  
wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Benefited

3

2

3. IDENTITY OF EASEMENT OR  
RESTRICTION THIRDLY RE-  
REFERRED TO IN THE ABOVE-  
MENTIONED PLAN:

Right-of-Way and Easement  
2 feet wide.

Alexander J. Kinley

Kinley  
Law

PLAN

SUBDIVISION COVERED BY CGC NO. 45 OF 1973

Sheet 2 of 5 Sheets

N 315/15

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
2	3
3	2

DP562304

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN: Right-of-Way 5 feet wide.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
3 and 4	2
3	4

5. IDENTITY OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN: Restriction as to user.

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots or name of road or Authority Benefited</u>
2	Council of the City of Liverpool
4	Council of the City of Liverpool

Part 2

TERMS OF RIGHT OF WAY AND EASEMENT VARIABLE WIDTH AND 15 FEET AND 8 1/2 INCHES WIDE FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited or any part thereof, or to any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961, in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorized by him -

- (a) to go, pass and repass and for all purposes and at all times after a residential flat building shall have been erected on the lot burdened and a certificate under Section 317A of the Local Government Act, 1919, as amended, shall have been issued

*[Handwritten signature]*

*[Handwritten signature]*

N315115

PLAN

SUBDIVISION COVERED BY CGC NO. 45 OF 1973

DP562304

Sheet 3 of 5 Sheets


in respect of such residential flat building, along that part of the lot burdened and in the abovementioned plan marked "Right of way and easement variable width and 15 feet 8 1/2 inches wide" with or without vehicles to and from the lot benefited or any such part thereof or such lot in any such strata plan;

- (b) from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right of way and easement variable width and 15 feet 8 1/2 inches wide", together with the right to use, for the purposes of the easement, any line of pipes already laid within the said part of the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorized as aforesaid, with any tools, implements or machinery necessary for the purpose, to enter upon the said part of the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorized as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT OF WAY AND EASEMENT VARIABLE WIDTH AND 19 FEET WIDE  
SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in the lot benefited or any part thereof, or any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorized by him -

- (a) *del* to go, pass and repass on foot at all times and for all purposes with ~~cars~~ vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan;
- (b) from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right of way and easement variable width and 19 feet wide", together with the right to use, for the purposes of the easement, any line of pipes already laid within the said part of the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorized as aforesaid, with any tools, implements or machinery necessary for the purpose, to enter upon the said part of the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorized as aforesaid will take all reasonable

  
Alexander Glen  
Dunleavy  
Lw V

PLAN

SUBDIVISION COVERED BY CGC NO. 45 OF 1973

DP562304

Sheet 4 of 5 Sheets

precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT OF WAY AND EASEMENT 2 FEET WIDE THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in the lot benefited or any part thereof, or any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorized by him -

- (a) to go, pass and repass on foot at all times and for all purposes without vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan;
- (b) from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and (after a pipe or pipes shall have been laid therein by or on behalf of the registered proprietor of the lot burdened) through that part of the lot burdened and in the abovementioned plan marked "Right of way and easement 2 feet wide", together with the right to use, for the purposes of the easement, any line of pipes already laid within the said part of the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and together with the right for every such person entitled as aforesaid or authorized as aforesaid, with any tools, implements or machinery necessary for the purpose, to enter upon the said part of the lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the said part of the lot burdened to such extent as may be necessary provided that such person entitled as aforesaid and such person authorized as aforesaid will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said part of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF RIGHT OF WAY 5 FEET WIDE FOURTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in the lot benefited or any part thereof, or any estate or interest in any lot in any strata plan which may be registered pursuant to the Conveyancing (Strata Titles) Act, 1961 in which strata plan the lot benefited or any part thereof constitutes the parcel or part of the parcel of such strata plan, and every person authorized by him to go, pass and repass on foot at all times and for all purposes without vehicles to and from the lot benefited or any such part thereof or any such lot in any such strata plan.

TERMS OF RESTRICTIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No fence shall be erected or permitted to remain standing upon any common boundary between the lot burdened and a public road unless such fence shall be ornamental in design and shall be of a height not exceeding 2 feet 6 inches.

*Allegoristic Plan*

*Handley  
Lw*

N315115

PLAN

SUBDIVISION COVERED BY OCC NO. 45 OF 1973

DP562304

Sheet 5 of 5 Sheets

NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS  
FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. Home Units Australia Pty. Limited until the 31st day of December, 1980 and thereafter the person or persons in whom the legal estate in fee simple is vested in the title to the lots having a common boundary with the lot in respect of which such restrictions are proposed to be released varied or modified, or in a lot in which such lots having a common boundary, are subdivided; together with
2. The Council of the City of Liverpool.

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTIONS FIFTHLY  
REFERRED TO IN THE ABOVEMENTIONED PLAN

The Council of the City of Liverpool.

THE COMMON SEAL of HOME UNITS AUSTRALIA PTY. LIMITED was hereunto affixed by authority of the Directors in the presence of:



*[Signature]*  
Secretary *Alvinna Jhan*

Signed in my presence by REGINALD THOMAS FINDLEY who is personally known to me.

*L. Walker JP*

*[Signature]*  
Town Clerk of the City of Liverpool.

N315115

*Home Units Aust P/L*

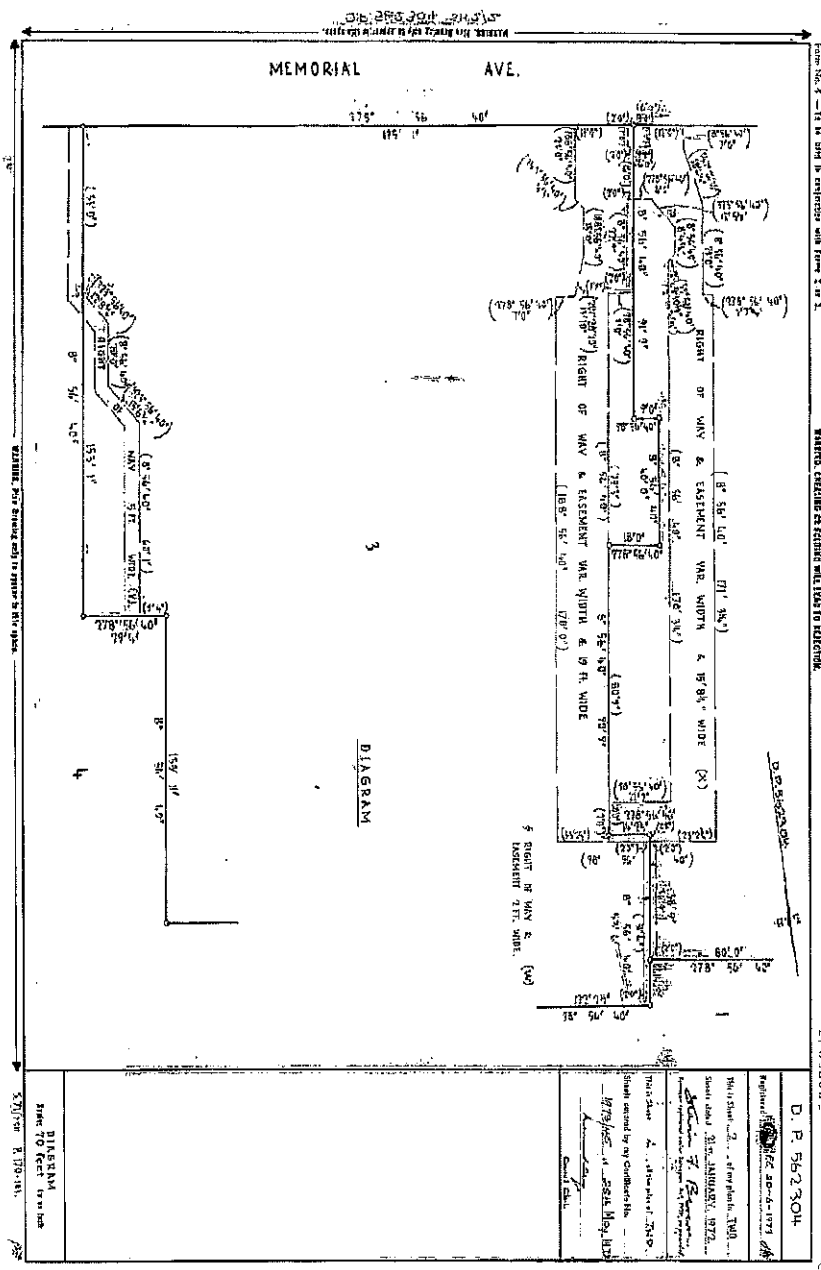
Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.

*562304*



PL 20-6-1973





I, the Registrar-General, Registrar-General of New South Wales, do hereby certify that the above is a true and correct copy of the original as deposited in my custody on the 17th day of September, 1970.

*Johnston*



FLAT NUMBER	AREA	NET AREA
1	13.378	8.333
2	18.370	8.810
3	3.578	0.072
4	3.578	1.010
5	3.578	1.453
6	3.578	1.896
7	3.578	2.339
8	3.578	2.782
9	3.578	3.225
10	3.578	3.668
11	3.578	4.111
12	3.578	4.554
13	3.578	4.997
14	3.578	5.440
15	3.578	5.883
16	3.578	6.326
17	3.578	6.769
18	3.578	7.212
19	3.578	7.655
20	3.578	8.098
21	3.578	8.541
22	3.578	8.984
23	3.578	9.427
24	3.578	9.870
25	3.578	10.313
26	3.578	10.756
27	3.578	11.199
28	3.578	11.642
29	3.578	12.085
30	3.578	12.528
31	3.578	12.971
32	3.578	13.414
33	3.578	13.857
34	3.578	14.300
35	3.578	14.743
36	3.578	15.186
37	3.578	15.629
38	3.578	16.072
39	3.578	16.515
40	3.578	16.958
41	3.578	17.401
42	3.578	17.844
43	3.578	18.287
44	3.578	18.730
45	3.578	19.173
46	3.578	19.616
47	3.578	20.059
48	3.578	20.502
49	3.578	20.945
50	3.578	21.388
51	3.578	21.831
52	3.578	22.274
53	3.578	22.717
54	3.578	23.160
55	3.578	23.603
56	3.578	24.046
57	3.578	24.489
58	3.578	24.932
59	3.578	25.375
60	3.578	25.818
61	3.578	26.261
62	3.578	26.704
63	3.578	27.147
64	3.578	27.590
65	3.578	28.033
66	3.578	28.476
67	3.578	28.919
68	3.578	29.362
69	3.578	29.805
70	3.578	30.248
71	3.578	30.691
72	3.578	31.134
73	3.578	31.577
74	3.578	32.020
75	3.578	32.463
76	3.578	32.906
77	3.578	33.349
78	3.578	33.792
79	3.578	34.235
80	3.578	34.678
81	3.578	35.121
82	3.578	35.564
83	3.578	36.007
84	3.578	36.450
85	3.578	36.893
86	3.578	37.336
87	3.578	37.779
88	3.578	38.222
89	3.578	38.665
90	3.578	39.108
91	3.578	39.551
92	3.578	39.994
93	3.578	40.437
94	3.578	40.880
95	3.578	41.323
96	3.578	41.766
97	3.578	42.209
98	3.578	42.652
99	3.578	43.095
100	3.578	43.538

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

PLAN NO. 10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th October, 1990

N 315115

INSTRUMENT SETTING OUT TERMS OF RIGHTS-CR-PLAN AND EASEMENTS REFERRED TO BE CREATED PURSUANT TO SECTION 93B OF THE CONVEYANCING ACT 1973

Sheet 1 of 5 Sheets

PLAN: DP 0562304

Subdivision of Land Great to Lots 11501 to 11504 created by Council Order Certificate No. 45 of 1973.

NAME AND ADDRESS OF THE PROPRIETOR OF THE LAND:  
 Home Unit Australia Pty, Limited (formerly Home Units Pty, Limited),  
 15 Bent Street,  
 Sydney, 2000.

IDENTITY OF EASEMENT OR RESTRICTION EASEMENT REFERRED TO IN ABOVE-MENTIONED PLAN:  
 Right-of-way and easement variable width and 15 feet Rk inches wide.

SCHEDULE OF LOTS AFFECTED

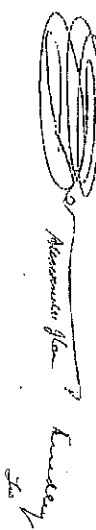
Lot 1 Burwood 3 Lots Beneficial

IDENTITY OF EASEMENT OR RESTRICTION EASEMENT REFERRED TO IN THE ABOVE-MENTIONED PLAN:  
 Right-of-way and easement variable width and 15 feet wide.

SCHEDULE OF LOTS AFFECTED

Lot 1 Burwood 2 Lots Beneficial

IDENTITY OF EASEMENT OR RESTRICTION EASEMENT REFERRED TO IN THE ABOVE-MENTIONED PLAN:  
 Right-of-way and easement 2 feet wide.



PLAN

SUBDIVISION COVERED IN DOC NO. 45 OF 1973  
 Sheet 2 of 5 Sheets

N 315115

DP 0562304

Lot 1 Burwood 3 Lots Beneficial

IDENTITY OF EASEMENT OR RESTRICTION EASEMENT REFERRED TO IN THE ABOVE-MENTIONED PLAN:  
 Right-of-way 5 feet wide.

SCHEDULE OF LOTS AFFECTED

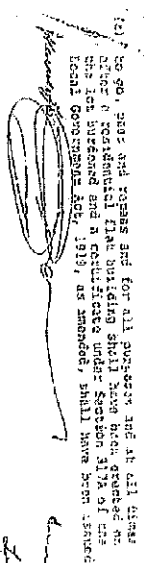
Lot 1 Burwood 2 Lots Beneficial

IDENTITY OF EASEMENT OR RESTRICTION EASEMENT REFERRED TO IN THE ABOVE-MENTIONED PLAN:  
 Restriction as to users.

SCHEDULE OF LOTS AFFECTED

Lot 1 Burwood 1 Lot of Area of Road of Liverpool Council of the City of Liverpool

TERMS OF RIGHT OF WAY AND EASEMENT VARIABLE WIDTH AND 15 FEET REFERRED TO IN ABOVE-MENTIONED PLAN:  
 Full and free right and liberty for every person who is at any time and may be at or about or interested in the lot benefited or the lot burdened, or to any estate or interest in any lot in any street plan which may be referred pursuant to the Conveyancing Act 1973, in which the lot benefited and the lot burdened are situated, to use and enjoy the lot benefited as part of the parcel of such street plan, and every person authorised by him -







PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

1. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.

2. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.

3. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.

PLAN OF RIGHT OF CARRIAGEWAY & EASEMENTS FOR SERVICES OVER LOTS 5, 9 & 10 IN D.P. 247971

Lot 5: 100m x 100m

Lot 9: 100m x 100m

Lot 10: 100m x 100m

ST LUKE

COUMBERLAND

LONGLEIGH

22,505

198° 33' 85"

DP 619235

DATE: 23/3/1992

TITLE: TORRENS EASEMENT

PLAN: U9177-11

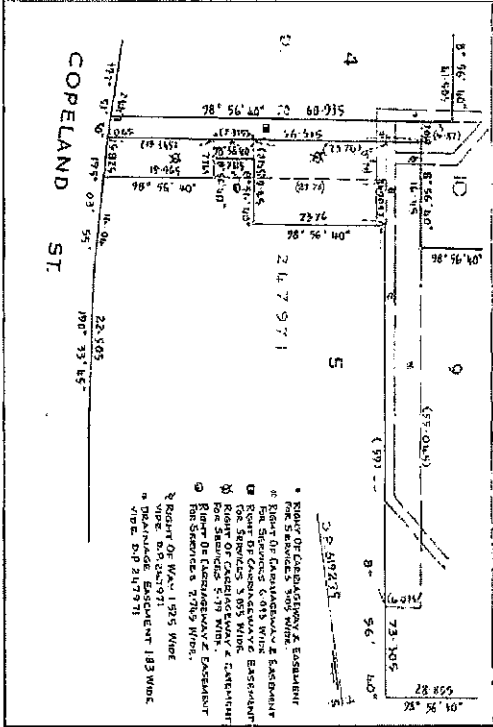
REF: U9175-73

LOT: D.P. 247971

1. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.

2. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.

3. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.



Signed by the Registrar-General

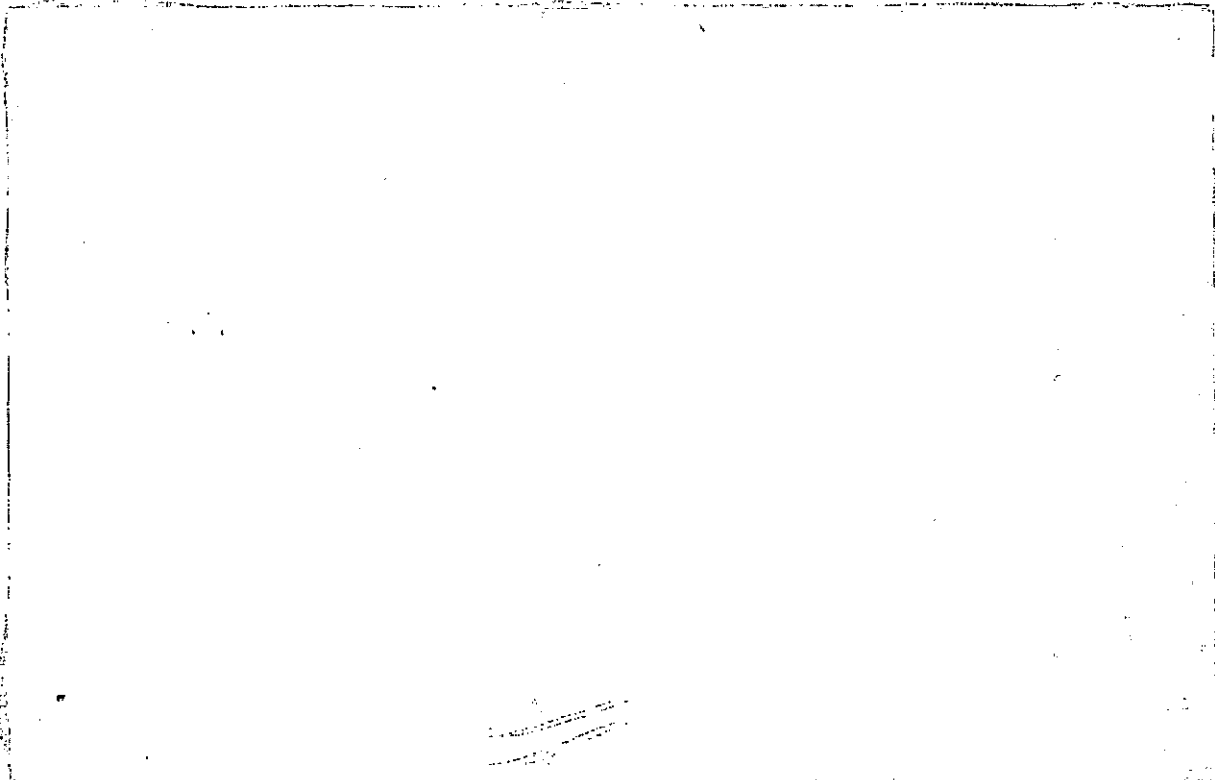
24th March 1992

1. This plan is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan. It is a copy of the original plan as shown on the original plan and is not a reproduction of the original plan.

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ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE  
140, LODGE VIEW D, P. 619235  
23.5.1982

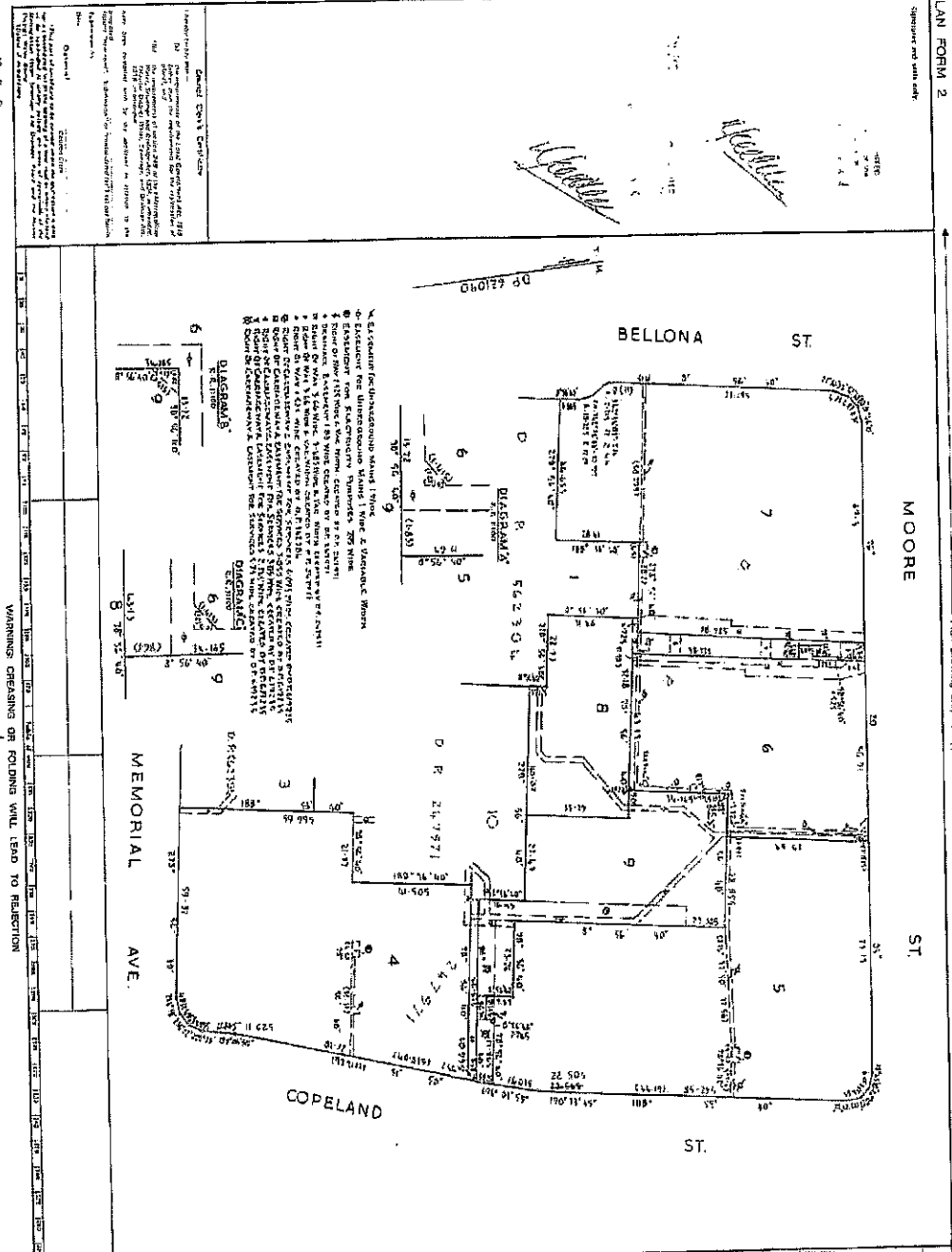
**FRAME 2**

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

13th Nov 1982

DP 621090

PLAN FORM 2  
 Dimensions in millimetres



I, Bruce Richard Dwyer, Under Secretary for Lands and Registrar General, do hereby certify that the above is a true and correct copy of the original record of a document in my custody this day.

6th April, 1992

WARNINGS CEASING OR FOLDING WILL LEAD TO REJECTION

UNAPPORTIONED \$4,567,800


OFFICE USE ONLY

DP 621090	REGISTRATION NO. 1 800
	LOCALITY: LIVERPOOL
	SECTION: LIVERPOOL
	SECTION: CUMBERLAND
	SECTION: ST LUKE
	SECTION: TORRENS
	SECTION: ENSEMENT
	SECTION: UNDEVELOPED
	SECTION: DP 2-1971
	SECTION: PLAN OF EASEMENTS OVER
	SECTION: LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**FRAME 2**

I, Bruce Richard Owen, Under Secretary General of this  
Registry, do hereby certify that this  
document is a photograph made as a permanent record of  
document in my custody this day.

5th April, 1982

ATTACHMENT BEING PUT INTERFILE SERIALS  
SUBJECT TO SECTION ONE, CONVEYANCING ACT,  
1966, LODGED WITH 77621090  5-4-1982

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER, INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT, 1919 Page 1 of 1 page

PLAN: J1621090  
 NAME AND ADDRESS OF PROPRIETORS OF LAND:

1. Identity of easement or restriction firstly referred to in abovementioned plan:

Schedule of lots, etc. affected

Lots Burdened

Lots, name of road or Authority Benefitted

Lots 4, 5, 6, 7, 8 and 9 in D.P. 247971

Prospect County Council

2. Identity of easement or restriction secondly referred to in abovementioned plan:

Schedule of lots, etc. affected

Lots Burdened

Lots, name of road or Authority Benefitted

Lots 4, 5, 6, 7, 8 and 9 in D.P. 247971

Prospect County Council

3. Identity of easement or restriction secondly referred to in abovementioned plan:

Schedule of lots, etc. affected

Lots Burdened

Lots, name of road or Authority Benefitted

Lots 4, 5, 6, 7, 8 and 9 in D.P. 247971

Prospect County Council

**PART II**

**TERMS OF EASEMENTS FOR ELECTRICITY PURPOSES AND EASEMENT FOR UNDERGROUND MAINS FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:**

An easement for the transmission of electricity and for the purpose of installing all necessary equipment (including transformers and underground transmission lines and cables) and for the purpose of carrying out and maintaining such equipment and every person authorized by the Prospect County Council to enter into and upon the relevant tenement or any part thereof at all reasonable times and to remain there for any purpose connected with the transmission of electricity and the purposes authorized by it will take all reasonable steps to ensure that the easement and the purposes authorized by it will be exercised in a manner which is not unduly or unduly prejudicial to the original condition of the land.

This is sheet 1 of a 1 sheet instrument.

The Common Seal of MERITON APARTMENTS PTY, LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

SECRETARY

The Common Seal of MERITON APARTMENTS PTY, LIMITED was hereunto affixed by authority of the Board of Directors in the presence of: SECRETARY

REGISTRAR  
 DIRECTOR

**FRAME 1**

I, Richard Douglas, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a Photostatic copy of a permanent record of a document in my custody this day.

5th April, 1982



STRATA PLAN 19218

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
1	22
2	22
3	23
4	23
5	24
6	24
7	22
8	22
9	23
10	23
11	24
12	24
13	21
14	22
15	21
16	23
17	23
18	22
19	24
20	23
21	23
22	22

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
23	22
24	22
25	22
26	23
27	22
28	23
29	23
30	23
31	23
32	23
33	24
34	24
35	24
36	23
37	23
38	22
39	23
40	23
41	22
42	22
43	22
44	22
AGG.	1000

Reduction Ratio 1:

Lengths are in metres

*[Signature]*  
 APPOINTED SURVEYOR

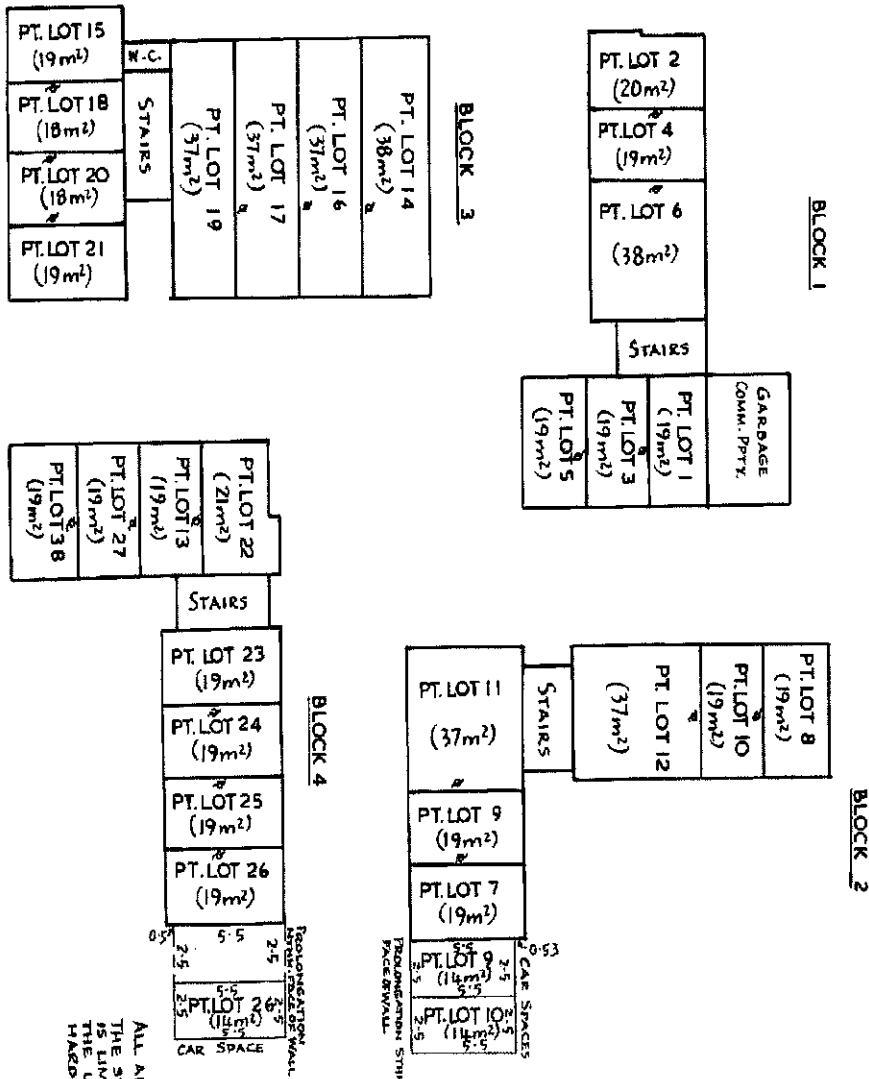
*[Signature]*  
 Council Clerk

SURVEYOR'S REFERENCE: 86477



LOWER GROUND FLOOR GARAGES & CAR SPACES

STRATA PLAN 19218



ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE CAR SPACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR HARD BASE EXCEPT WHERE COVERED

BOUNDARIES SHOWN THUS ARE CONCRETE & STEEL WALLS.

Reduction Ratio 1: 200

Lengths are in meters

*[Signature]*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 86417

*[Signature]*  
 Council Clerk



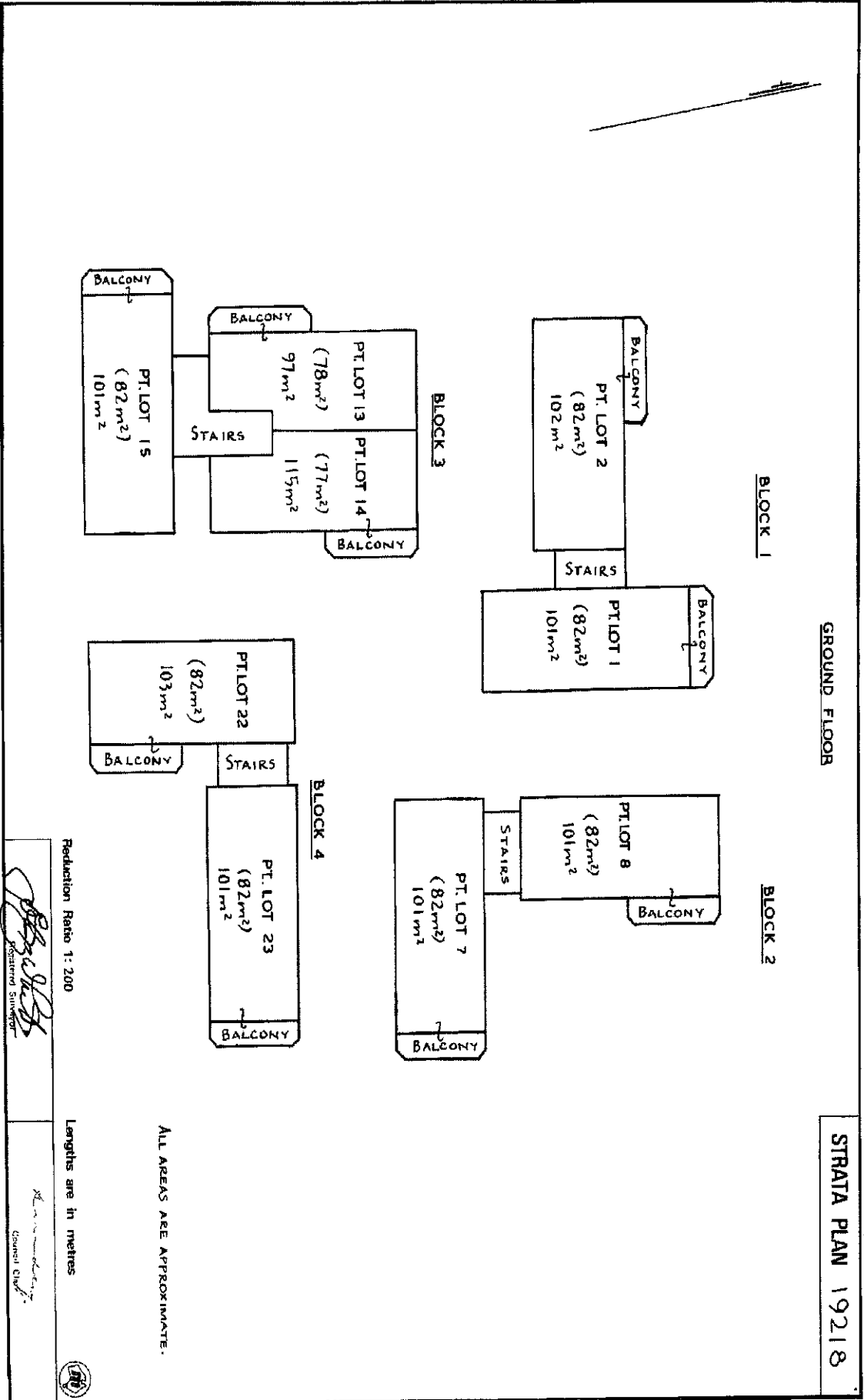
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 8 Sheets

GROUND FLOOR

STRATA PLAN 19218



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 964177

*[Signature]*  
 Group Chair



OFFICE USE ONLY

24/21801 02

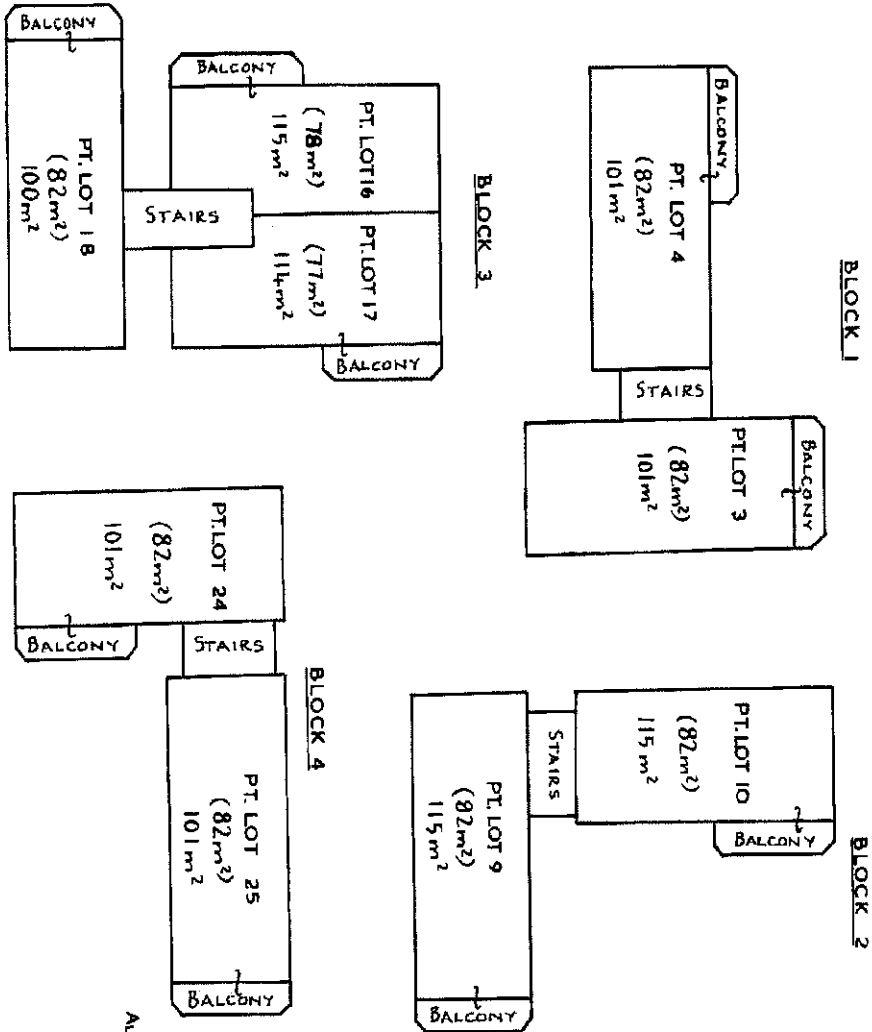
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 8 Sheets

STRATA PLAN 19218

FIRST FLOOR



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 86477

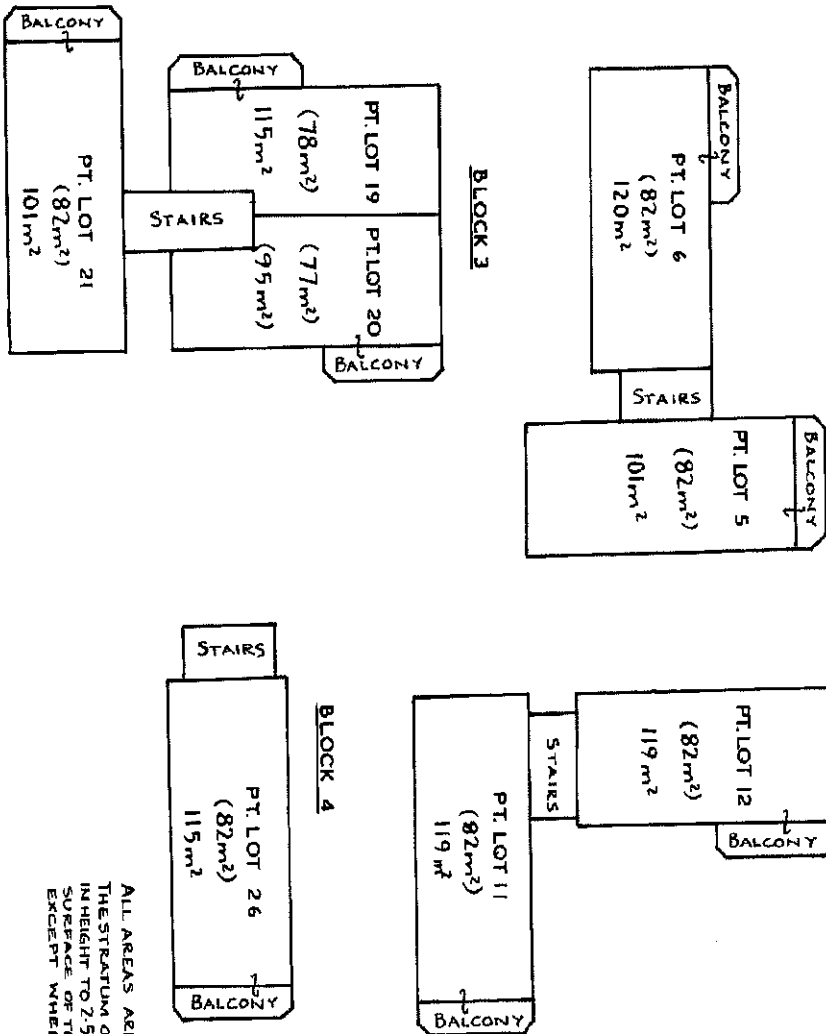
*[Signature]*  
 Council Clerk



OFFICE USE ONLY

8/2 21/01 09

SECOND FLOOR



ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE BALCONIES IS UNLIMITED  
 IN HEIGHT TO 2.5 ABOVE THE UPPER  
 SURFACE OF THEIR CONCRETE FLOOR  
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 SUPERVISOR'S REFERENCE: 464/17

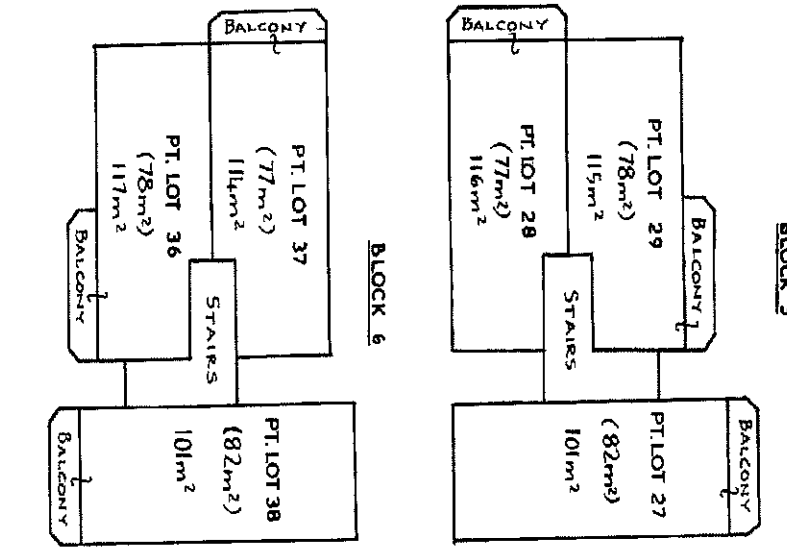
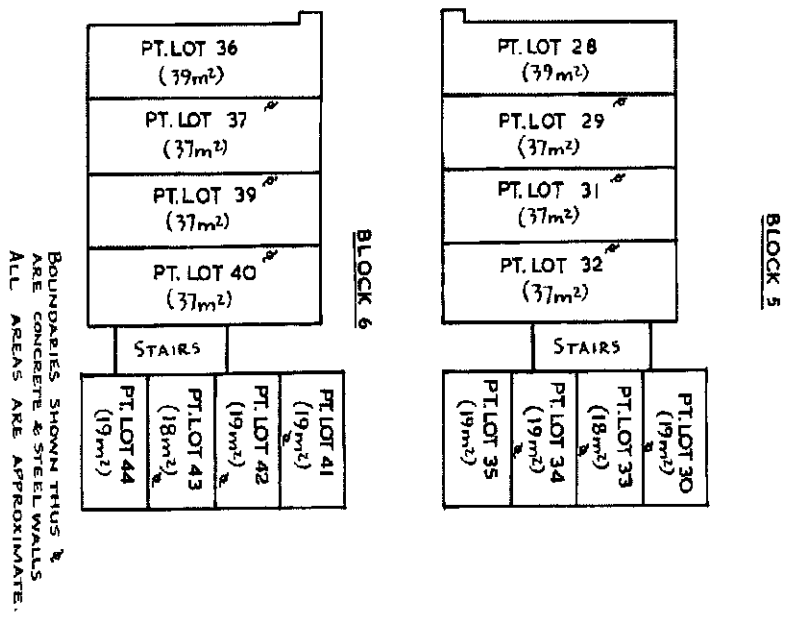
*[Signature]*  
 Council Clerk



STRATA PLAN 19218

LOWER GROUND FLOOR GARAGES

GROUND FLOOR



BOUNDARIES SHOWN THUS &  
 ARE CONCRETE & STEEL WALLS.  
 ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

*[Signature]*  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 96477

*[Signature]*  
 Council Clerk



FORM 2

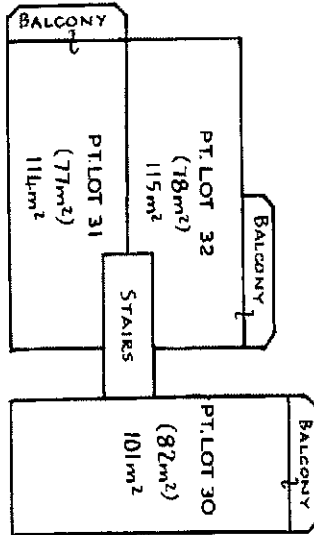
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 8 Sheets

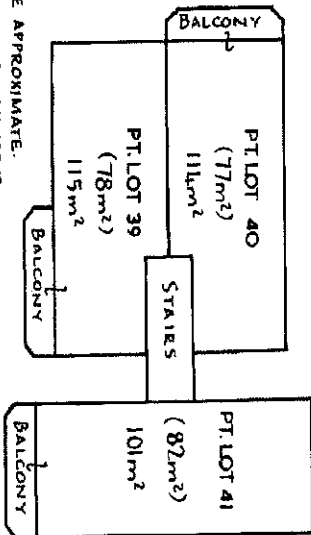
STRATA PLAN 19218

FIRST FLOOR

BLOCK 5

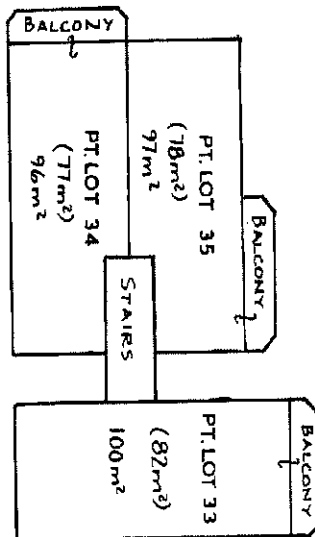


BLOCK 6

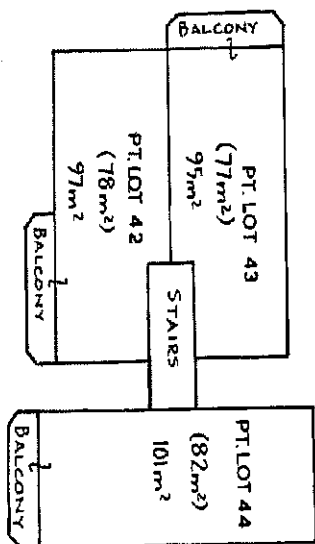


SECOND FLOOR

BLOCK 5



BLOCK 6



ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

SURVEYOR'S REFERENCE: 84437

*[Signature]*  
 District Surveyor

*[Signature]*  
 Council Clerk



OFFICE USE ONLY

28 AUG 2008

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964

Page 1 of 2 pages

SP19218 (E) PART I  
PLAN: ~~SP26118~~ Strata Plan 19218 covered by Council  
Clerk's Certificate No. 1982/63 of 6TH SEPTEMBER, 1982  
NAME AND ADDRESS OF REGISTERED PROPRIETORS OF LAND: Meriton Apartments Pty Limited and Inciti  
Developments Pty Limited, both of 25 Bligh  
Street, Sydney

1. Identity of easement or restriction firstly referred to in abovementioned Plan: Right of Carriageway 5.485 and 1.525 wide

Schedule of Lots Affected

Lots Burdened

~~Lot 6 in DP 247971~~  
Common Property

Lots Benefited

Lot 8 in DP 247971 being Volume 12781 Folio 132

2. Identity of easement or restriction secondly referred to in abovementioned Plan:

Easement for Services 5.485 and 1.525 wide

Schedule of Lots Affected

Lots Burdened

~~Lot 6 in DP 247971~~  
Common Property

Lots Benefited

Lot 8 in DP 247971 being Volume 12781 Folio 132

3. Identity of easement or restriction thirdly referred to in abovementioned Plan:

Right of Carriageway variable width

Schedule of Lots Affected

Lots Burdened

~~Lot 6 in DP 247971~~  
Common Property

Lots Benefited

Lot 8 in DP 247971 being Volume 12781 Folio 132

4. Identity of easement or restriction fourthly referred to in abovementioned Plan:

Easement for Services variable width

Schedule of Lots Affected

Lots Burdened

~~Lot 6 in DP 247971~~  
Common Property

Lots Benefited

Lot 8 in DP 247971 being Volume 12781 Folio 132

This is sheet 1 of a 2 sheet instrument.

Approved by Liverpool City Council:

Signed in my presence by REGINALD THOMAS FINDLEY  
who's personality known to me: *R. Thomas*

*Amey*  
THE TOWN CLERK OF THE CITY OF LIVERPOOL

The Common Seal of:  
MERITON APARTMENTS PTY. LIMITED  
was hereunto affixed by authority of the  
Board of Directors in the presence of:-

*S. Banell*  
SECRETARY



*[Signature]*  
DIRECTOR

The Common Seal of:  
INCITI DEVELOPMENTS PTY. LIMITED  
was hereunto affixed by authority of the  
Board of Directors in the presence of:-

*S. Banell*  
SECRETARY



*[Signature]*  
DIRECTOR

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88, CONVEYANCING ACT,  
1919. LOADED WITH SP. 19218

Sheet 2 of a 2 sheet instrument

 14.9.1982

PART II

1. TERMS OF EASEMENT FOR SERVICES 5.485 WIDE AND 1.525 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN; AND TERMS OF EASEMENT FOR SERVICES VARIABLE WIDTH FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, lay out, construct, erect, instal, carry, maintain and use through, above, on and under the servient tenement all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the said dominant tenement PROVIDED THAT the said drains, pipes, conduits, poles, wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as nearly as practicable to its original condition.

This is sheet 2 of a 2 sheet instrument.

The Common Seal of:-  
MERITON APARTMENTS PTY. LIMITED  
was hereunto affixed by authority of the  
Board of Directors in the presence of:-

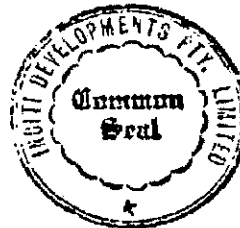
*S Banned*  
SECRETARY



*[Signature]*  
DIRECTOR

The Common Seal of:-  
INCITI DEVELOPMENTS PTY. LIMITED  
was hereunto affixed by authority of the  
Board of Directors in the presence of:-

*S Banned*  
SECRETARY



*[Signature]*  
DIRECTOR

Form: 15CH  
Release: 2 1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 20  
Real Property Act 1900



**AP456346P**

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP 21897	
(B) <b>LOGGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any STRATA ADVISORY SERVICES PO BOX 415 EPPING NSW BC 1710 T:0400250525 Reference: B0289.1
	<b>CODE</b>  <b>CH</b>	

- (C) The Owners-Strata Plan No. 21897 certify that a special resolution was passed on 7/5/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAWS 1, 2 and 3  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
SEE ANNEXURE "A"



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 21897 was affixed on 31 JULY 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Kevin Willits (Strata Manager agent)

Authority: DIRECTOR

Signature:

Name: PHILIP PAPPAS

Authority: STRATA MANAGER

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705

## Annexure A referred to in Consolidation/Change of By-Laws for Strata Scheme 21897

### PART 1 PREAMBLE

- 1.1 Section 134 (3) of the Strata Schemes Management Act 2015 (the "Act") provides that the by-laws in force for a strata scheme that was in existence before the commencement of the Strata Schemes Management Act 1996 (the "1996 Act") (namely, 1 July 1997) are the by-laws set out in the regulation for the purpose of that section, including any changes to the by-laws made in accordance with the 1996 Act or in accordance with the Act.
- 1.2 Clause 35 of the Strata Schemes Management Regulation 2016, the "2016 Regulation" provides that, for the purpose of section 134 (3) of the Act, the by-laws for a strata scheme that was in existence before the commencement of the 1996 Act are the by-laws set out in Schedule 2 to the Regulation.
- 1.3 By virtue of the registration of Strata Plan 21897 on 4<sup>th</sup> September 1984, the strata scheme was created and a body corporate was duly constituted as the Owners Corporation.
- 1.4 By-Laws 1 to 19 inclusive (set out in Schedule 2 to the 2016 Regulation (the "Schedule 2 By-Laws")) were the by-laws in force for the strata scheme by virtue of section 134(3) of the Act and clause 35 of the Regulation.
- 1.5 At a general meeting held on 21<sup>st</sup> January 1995, the Owners Corporation repealed by-law 14 of the by-laws set out in Schedule 1 to the Strata Titles Act 1973 (the "1973 Act"). Those by-laws were, at that time, applicable to the strata scheme by virtue of section 58(1) of the 1973 Act. The repealed by-law related to the obstruction of common property. The repeal of the by-law was made effective by the registration of registered dealing 013816.
- 1.6 At the same meeting, the Owners Corporation repealed by-law 13 of the by-laws set out in Schedule 1 to the 1973 Act. The by-law related to parking upon common property. The repeal of the by-law was made effective by the registration of registered dealing 013818.
- 1.7 In addition, at that meeting, the Owners Corporation made three (3) by-laws, being by-laws 14, 30 and 13, adding to the by-laws for the strata scheme. They related to:
  - Obstruction of common property (by-law 14)
  - Removal of illegally parked motor vehicles (by-law 30)
  - Parking upon common property (by-law 13)The by-laws were subsequently registered, by virtue of registered dealings 01386, 013817 and 013818, respectively.
- 1.8 At the annual general meeting held on 26<sup>th</sup> April 2018, the Owners Corporation made a by-law, being special by-law 1, adding to the strata scheme's by-laws. It related to the conferral on the Owners Corporation of power and authority to approve applications for minor renovations (as that term is defined in section 110 of the Act).
- 1.9 At the annual general meeting held on 7<sup>th</sup> May 2019, the Owners Corporation made two by-laws, being special by-laws 2 and 3, adding to the strata scheme's by-laws. They related to:
  - Recovery of costs (special by-law 2)

- Installation of window safety devices (special by-law 3)

1.10 The Schedule 2 By-Laws, by-laws 13, 14 and 30 and special by-laws 1, 2 and 3 are the by-laws in force for the strata scheme. They are set out in Part 3 below.

## PART 2 INDEX

BY-LAW	SUBJECT MATTER	PAGE
By-Law 1:	Noise	3
By-Law 2:	Vehicles	3
By-Law 3:	Obstruction of common property	3
By-Law 4:	Damage to lawns and plants on common property	3
By-Law 5:	Damage to common property	3
By-Law 6:	Behaviour of owners and occupiers	4
By-Law 7:	Children playing on common property in building	4
By-Law 8:	Behaviour of invitees	4
By-Law 9:	Depositing rubbish and other material on common property	4
By-Law 10:	Drying of laundry items	4
By-Law 11:	Cleaning windows and doors	4
By-Law 12:	Storage of inflammable liquids and other substances and materials	4
By-Law 13:	Moving furniture and other object on or through common property	4
By-Law 14:	Floor coverings	4
By-Law 15:	Garbage disposal	5
By-Law 16:	Keeping of animals	5
By-Law 17:	Appearance of lot	5
By-Law 18:	Notice board	5
By-Law 19:	Change in use of lot to be notified	6
By-Law 13:	Parking on common property	6
By-Law 14:	Obstruction of common property	6
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Special By-Law 2:	Recovery of costs	21
Special By-Law 3:	Installation of window safety devices	27

## **PART 3 BY-LAWS**

**1. Noise**

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

**2. Vehicles**

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

**3. Obstruction of common property**

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

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

An owner or occupier of a lot must not:

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

**5. Damage to common property**

- (a) 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.
- (b) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (i) any locking or other safety device for protection of the owner's lot against intruders, or
  - (ii) any screen or other device to prevent entry of animals or insects of the lot, or
  - (iii) any structure or device to prevent harm to children.
- (d) 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.
- (e) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6. **Behaviour of owners and occupiers**

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

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

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

8. **Behaviour of invitees**

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

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

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

10. **Drying of laundry items**

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

11. **Cleaning windows and doors**

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

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

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

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

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

14. **Floor coverings**

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

15. **Garbage disposal**

An owner or occupier of a lot:

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

16. **Keeping of animals**

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

17. **Appearance of lot**

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

18. **Notice board**

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

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

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

**By-Law 13**

**Parking on Common Property**

A proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon such common property except with the written approval of the Body Corporate. This By-Law shall apply equally to the invitees of proprietors or occupiers.

**By-Law 14**

**Obstruction of Common Property**

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

Further, and without limiting the generality of the foregoing, a proprietor or occupier of a lot shall not park on, nor obstruct the ingress or egress of any person to or from the common property or a lot or any part thereof.

This by-law shall apply equally to the invitees of proprietors or occupiers.

**By-Law 30**

**Removal of Illegally Parked Vehicles**

Any vehicle parked or standing in breach of By-Laws 13 and 14 hereof may:-

- i. be towed away; or
- ii. be wheel clamped

From the common property at the owner or driver of such vehicle's expense, by the Body Corporate, its servants, contractors or agents.

To give effect to this power the Body Corporate, its servants, contractors or agents shall be entitled to do any or all of the following:-

- i. erect or cause to be erected signs on the Common Property notifying proprietors or occupiers or their invitees in which areas parking is unauthorised and that the consequences of parking in such areas will be the towing away or wheel clamping of the subject vehicle from or on the Common Property; and
- ii. enter into contracts or other arrangements with a security services company for the purpose of engaging their services to attend to the erection of warning signs, the patrolling of common areas and the towing away or wheel clamping of cars parked contrary to these By-Laws

**SPECIAL BY-LAW NO 1**

**MINOR RENOVATIONS APPROVAL PROGRAMME**

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**PART 1**

**PREAMBLE**

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 to the Act.
- 1.2 It is made in relation to the management, administration, control, use of enjoyment of the lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to provide a programme for Owners to seek approval from the Owners Corporation:
  - (a) to carry out Works;
  - (b) for consent to Works which have previously been effected in a Lot or on common property.
- 1.4 By virtue of section 110(6) of the Act a by-law may permit an owners corporation to delegate its function under section 110 to approve Minor Renovations to the Strata Committee.
- 1.5 The Owners Corporation wishes to delegate to the Strata Committee the function of considering an application for Works. Subsequently, it will determine whether the Works relate to the installation of Minor Renovations.
- 1.6 Pursuant to the delegation in clause 1.5, the Strata Committee may approve an application for Works if those works are Minor Renovations.
- 1.7 Notwithstanding the provisions of this by-law if the Works are Major Renovations, the Owner must submit an appropriate by-law to the Owners Corporation to be made.
- 1.8 Upon a determination by the Strata Committee that the Works are not Major Renovations but significantly affect common property or the amenity of the Strata Scheme, the Owners Corporation may require the Owners to submit an appropriate by-law to it.
- 1.9 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to section 136 of the Act.

**PART 2**

**DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this by-law, unless the context requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.

- (b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal
- (c) **Building** means the building situated at "Henley", 142 Moore Street, Liverpool.
- (d) **Cosmetic Works** means the work referred to in section 109 of the Act including:
- (i) installing or replacing hooks, nails or screws for hanging paintings and other things on the walls,
  - (ii) installing or replacing handrails,
  - (iii) painting,
  - (iv) filling minor holes and cracks in internal walls,
  - (v) laying carpet,
  - (vi) installing or replacing build-in wardrobes,
  - (vii) installing or replacing internal blinds and curtains,
  - (viii) any other work described or referred in the Act or prescribed by the Regulation.
- (e) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of the common property structure or services including within a lot.
- (f) **Insurance** means:
- (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
  - (ii) insurance required under the *Home Building Act 1989* (if any) and;
  - (iii) workers' compensation insurance.
- (g) **Major Renovations** means work which affects the common property for the following purposes:
- (i) structural changes;
  - (ii) changes to the external appearance of a Lot, including the installation of an external access ramp;

- (iii) waterproofing;
  - (iv) work for which consent or another approval is required under any other act or regulation (for instance, development consent pursuant to the Environmental Planning and Assessment Act 1979); and
  - (v) other works that are not Cosmetic Works or Minor Renovations.
- (h) **Minor Renovations** means the works referred to in section 110 of the Act and clause 28 of the Regulation, including:
- (i) renovating a kitchen,
  - (ii) changing recessed light fittings,
  - (iii) installing or replacing wood or other hard floors,
  - (iv) installing or replacing wiring or cabling or power to access points
  - (v) work involving reconfiguring walls,
  - (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
  - (vii) installing a rainwater tank,
  - (viii) installing a clothesline,
  - (ix) installing a reversible cycle split system air conditioner,
  - (x) installing double or triple glazed windows,
  - (xi) installing a heat pump,
  - (xii) installing ceiling insulation,
  - (xiii) installing false ceilings.
- (i) **Lot** means any lot in strata plan 21897.
- (j) **Owner** means the owner of the Lot.
- (k) **Owners Corporation** means the body corporate constituted by the registration of strata plan 21897.
- (l) **Regulation** means the Strata Schemes Management Regulation 2016.

- (m) **Strata Committee** means the strata committee appointed by the Owners Corporation in accordance with the Act.
- (n) **Strata Plan** means strata plan 21897 registered on 4<sup>th</sup> September 1984.
- (o) **Strata Scheme** means the strata scheme created by the registration of the Strata Plan.
- (p) **Works** means the installation of or carrying out of Minor Renovations.

## 2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the Strata Committee or any person authorized by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws in force for Strata Plan 86462 and this by-law, the provisions of this by-law shall prevail.

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

## PART 3

### ACKNOWLEDGEMENT

#### 3.1 Acknowledgement of Owners Corporation's Decision

Owners acknowledge that the Owners Corporation has specially resolved in accordance with section 106(3) of the Act that:

- (a) it is inappropriate to maintain, renew, replace or repair those parts of the common property affected or concerned by the installation of the Works, and
- (b) its decision will not affect the safety of the Building, structure or common property in the Strata Scheme or detract from the appearance of any property in the Strata Scheme.

## **PART 4**

### **CONDITIONS**

#### **4.1 Owners Corporation Approval**

An Owner wishing to carry out Works, or who has previously carried out Works, must submit an application to the Owners Corporation for approval of these Works.

#### **4.2 Works**

- (a) Upon receipt of the application for Works, the Owners Corporation shall determine whether the Works are Cosmetic Works, Minor Renovations or Major Renovations. In order to make such determination, the Owners Corporation request the Owner to provide additional detail of the Works, including plans, specifications and engineer's reports or certification.
- (b) The Owners Corporation shall inform the Owner of the determination in writing.

#### **4.3 Approval Process**

##### **4.3.1 Delegation to Strata Committee**

- (a) In accordance with the provisions of section 110(6) of the Act, the Owners Corporation delegates to the Strata Committee the power and authority to approve an application by an Owner to carry out Works, if such works are Minor Renovations in a Lot and adjacent common property.
- (b) An application by an Owner must comply with the provisions of clause 4.3.2(a) hereof.
- (c) An Owner must not carry out the Works without either the approval of the Strata Committee or the Owners Corporation.

##### **4.3.2 Strata Committee Approval**

- (a) Before commencing the Works and obtaining the approval of the Strata Committee, an Owner must submit an application in writing in relation to Works to the Strata Committee, which must include the following:



- (i) details of work, including copies of any plans, specifications, drawings, conditions and notes;
- (ii) duration and times of the work;
- (iii) details of the persons carrying out the work, including their name, contact details, qualification and licence number to carry out the work;
- (iv) DETAILS OF INSURANCE;
- (v) arrangements to manage any resulting rubbish or debris;
- (vi) a statement that the work does not involve:
  - the removal or alteration of a structural element of the building;
  - the installation, replacement or exposure of a waterproofing membrane or flashings;
  - changing the external appearance of any lot;
  - detrimentally affecting the safety of a lot, including fire systems;and
- (vii) a statement that the Owner will be responsible for the costs of the Owners Corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

(b) An Owner must confirm in writing that:

- (i) any damage caused to any part of the common property by the carrying out of the Works by or on behalf of the Owner is repaired; and
- (ii) the Works and any repairs are carried out in a competent and proper manner.

(c) In considering an application for the carrying out of Works, the Strata Committee may request that the Owner provide additional information. In the event that it makes such request it shall specify what information should be supplied. The Strata Committee may also engage a consultant to assist it to review the application.

#### 4.3.3 Approval of Application

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

- (e) An Owner acknowledges that if the Strata Committee determines that the Works are Major Renovations then the Owner must submit an appropriate by-law to the Owners Corporation for it to be made.

#### 4.3.4 Rejection of Application

- (a) If it rejects the application, it may refer it to a general meeting of the Owners Corporation for its consideration.
- (b) In rejecting the application, it may request that the Owner submit a by-law to the Owners Corporation in accordance with section 143 of the Act.
- (c) If the Strata Committee requests that the Owner submits a by-law to the Owners Corporation then the Works must not be carried out until the by-law is made.

#### 4.4 Works Previously Carried Out

The provisions of this clause 4.4, unless otherwise stated shall apply to Works which have previously been carried out and where such Works have not been approved by the Owners Corporation.

##### 4.4.1 Delegation to Strata Committee

- (a) In accordance with the provisions of section 110(6) of the Act, the Owners Corporation delegates to the Strata Committee the power and authority to approve an application by an Owner who has carried out Works in a Lot and adjacent common property.
- (b) An application by an Owner must comply with the provisions of clause 4.4.2 hereof.

##### 4.4.2 Strata Committee Approval

- (a) An owner must submit an application in relation to Works previously carried out to the Strata Committee, which must include the following:
  - (i) details of work, including copies of any plans, specifications, drawings, conditions and notes; and
  - (ii) any other information requested by the Strata Committee including an engineer's report or certification.
- (b) The Strata Committee may approve or reject an application.
- (c) If it approves an application, it must inform the Owner of such approval in writing within seven (7) days of the making of the decision.

- (d) The Strata Committee may impose further conditions relating to the retention of the Works previously carried out.
- (e) If it rejects an application, it may refer it to a general meeting of the Owners Corporation for its consideration.
- (f) In rejecting an application, it may request that the Owner to submit a by-law to the Owners Corporation in accordance with section 143 of the Act.

#### 4.5 Notice

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

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

#### 4.6 During Construction

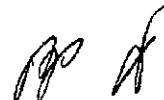
While the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licenced employees, contractors, or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current National Construction Code and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours permitted by the relevant Authority. No Works to be carried out on a Sunday or a public holiday unless they are silent works (for example: painting);
- (e) transport all construction materials, equipment and debris as reasonably direction by the Owners Corporation;
- (f) not allow tradespersons and contractors at any time to park on common property without the prior written approval of the strata managing agent or Strata Committee;
- (g) not allow waste bins or skips to be placed on or near the common property without the prior written approval of the strata manager;
- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;

- (i) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) provide to the strata managing agent or Strata Committee at least forty-eight (48) hours prior written notice of any noisy works (e.g. jackhammering, the use of any pneumatic rotary or power-actuated tools);
- (k) ensure that the Works do not interfere with or damage the common property of the property of any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide that the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation. It is acknowledged that more than one inspection may be required;
- (m) effect and maintain insurance;
- (n) observe all the other by-laws in force for the Strata Scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the written consent of the Owners Corporation.

#### 4.7 After Construction

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



to check compliance with this by-law or any consent provided pursuant to this by-law.

- (b) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 4.7(a)(i)-(iv) immediately above have been complied with.

#### 4.8 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) relating to air-conditioning, must have a new condenser unit (external) that:
- (i) is mounted on vibration pads in a location so as to minimise noise and vibration;
  - (ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation or the Strata Committee);
  - (iii) has an acceptable sound rating as specified by the Owners Corporation or the Strata Committee in writing, such rating not to exceed the original specifications in respect of the Building;
  - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
  - (v) is not visible from the street; and
  - (vi) is not installed through or attached to windows.

#### 4.9 Statutory and other requirements

4.9.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws in force for the strata scheme and all directions, orders and requirements of any Authority and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the warranties provided by the National Construction Code and Australian Standards are, so far as relevant, complied with.; and

(c) comply with the provisions of the *Home Building Act 1989*.

4.9.2 The Works must:

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

**4.10 Enduring rights and obligations**

4.10.1 An Owner must:

- (a) not carry out alterations or additions or do any works other than the Works approved by the Owners Corporation or Strata Committee (when relevant);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with or concerned by the Works;
- (d) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed and relocated;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good the damage immediately after it has occurred;
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair or replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (i) without derogating from the generality of clause (h) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors, or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of this clause 4.10.

#### 4.11 Costs

An Owner is responsible for all costs, fees and expenses incurred by the Owners Corporation in considering or granting approval, enforcing any breach of a condition of approval and undertaking any action or matter required of it in relation to Works.

#### 4.12 Essential Works

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

#### 4.13 Ownership of Works

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

#### 4.14 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of part 4 shall also apply in relation to that removal.

### PART 5

#### FAILURE TO COMPLY WITH THIS BY-LAW

##### 5.1 Notice and Recovery of Costs

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

- (a) request, in writing, that the Owner complies with the terms of it. The notice shall specify the nature of the non-compliance with this obligation;
- (b) if the Owner fails to comply with the request made pursuant to clause 4.12(a) within seven (7) days from the date of the receipt of the request, by its agents, employees and contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation;
- (d) recover any costs from the Owner as a debt due; and

- (e) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering these amounts.




**SPECIAL BY-LAW 2**

**RECOVERY OF COSTS**

**PART 1**

**PREAMBLE**

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 of the Act.
- 1.2 It is made in relation to the management, administration, control, use of and enjoyment of the lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to confer a power and authority on the Owners Corporation to recover costs and disbursements incurred as a consequence of the acts and omissions of an Owner or Occupier.
- 1.4 The Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and fixtures and fittings in the common property.
- 1.5 The Owners Corporation has services provided to it by a Strata Manager.
- 1.6 The Strata Manager charges the Owners Corporation agreed services fees and Additional Services Fees in accordance with a Strata Management Agency Agreement.
- 1.7 From time to time the Additional Service Fees are incurred as a result of the acts and omissions of an Owner or Occupier.
- 1.8 Where the Additional Service Fees are charged following the actions of an Owner or Occupier, then the Owners Corporation shall be permitted to recover those fees from that Owner or Occupier.
- 1.9 In addition to the recovery of Additional Services Fees from the Owner or Occupier, the Owners Corporation will be entitled to recover the Costs incurred by it in convening and holding a general meeting at the request of an Owner, or as a consequence of an act or omission by an Owner or in carrying out maintenance and repairs to the common property and any fixtures and fittings in the common property.
- 1.10 In relation to a Services Call-Out, the Owners Corporation will be entitled to recover the costs incurred as a consequence of that call-out from an Owner or Occupier, who caused the same.



- 1.11 With respect to any costs incurred by an Owner then the Owners Corporation shall be entitled to debit the Owner's Levy Register and thereafter credit that register upon payment of the costs.
- 1.12 In relation to any costs incurred by an Occupier in the event that those costs are not recovered from the Occupier, then the Owner will be responsible for any payment. In this event, the Owner's Levy Register shall be debited with the appropriate charge.
- 1.13 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to section 136 of the Act.


## PART 2

### DEFINITIONS AND INTERPRETATIONS

#### 2.1 Definitions

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

- a) **'Act'** means the Strata Schemes Management Act 2015.
- b) **'Additional Services Fees'** means the fees incurred by the performance of additional services and charged in accordance with Schedule B of the Strata Management Agency Agreement.
- c) **'Authority'** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.
- d) **'Costs'** means any expenditure incurred as a result of the matters referred to in clause 5.1 and 5.2 of this by-law.
- e) **'Levy Register'** means the levy register maintained in accordance with clause 23 of the Strata Schemes Management Regulation 2016.
- f) **'Lot'** means any lot in Strata Plan 21897.
- g) **'Occupier'** means any person in lawful occupation of the Lot.
- h) **'Owner'** means the owner(s) of the Lot.
- i) **'Owners Corporation'** means the body corporate constituted by the registration of Strata Plan 21897.
- j) **'Permitted Persons'** means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- k) **'Services Call-Out'** means any call-out in relation to the servicing of any facility in the strata scheme and shall include emergency fire safety services, being,



without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.

- l) **'Strata Management Agency Agreement'** means the instrument in writing by which the appointment of the Strata Manager was made by a resolution at a general meeting of the Owners Corporation.
- m) **'Strata Manager'** means the strata managing agent appointed by the Owners Corporation pursuant to section 49 of the Act or by the Civil and Administrative Tribunal pursuant to an order made under section 237(1) of the Act.

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

- a) the singular includes the plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the by-law will have the same meaning as those defined in the Act;  
and
- d) references to legislation include references to amending and replacing legislation.

### PART 3

#### CONFERRAL OF POWER

3.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover Additional Service fees, Costs and expenditure incurred as a result of a Service Call-Out on the conditions set out in Part 6.

3.2 If there is any inconsistency between this by-law and to those applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

### PART 4

#### ACKNOWLEDGEMENT AND AGREEMENT

4.1 Owners and Occupiers acknowledge that:

- a) the Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and any fixtures and fittings in the common property;

- b) this by-law binds Owners, Occupiers, tenants pursuant to section 135 of the Act and that those owners, occupiers and tenants must comply with it;
- c) the Owners Corporation may recover from an Owner or Occupier any costs including, but limited to, Additional Services Fees, incurred as a consequence of an act or omission which gives rise to a cost to be borne by the Owners Corporation;
- d) the Owners Corporation may recover from an Owner or Occupier Costs and the expenditure incurred as a result of a Services Call-Out;
- e) the Owners Corporation maintains a Levy Register in accordance with clause 23 of the Strata Schemes Management Regulation 2016 and that it will debit that register in the appropriate section for the relevant Lot for the costs referred to in clauses 4.1(c) and (d) of this by-law; and
- f) any cost incurred as a consequence of the act or omission of an Occupier, and not paid to the Owners Corporation by that occupier, must be paid by the Owner of the Lot in which the occupier resides.

4.2 Owners agree that they will:

- a) comply with the provisions of this by-law; and
- b) provide a copy of this by-law to any Occupier, tenant or person in possession of their Lot and otherwise comply with section 186 of the Act.

**PART 5**

**RE-IMBURSEMENT OF COSTS**

5.1 An Owner who requests that a general meeting be convened, or if a general meeting is required to be convened as a consequence of an act, or omission by the Owner, then the Owner shall reimburse the costs incurred by the Owners Corporation in convening and holding that meeting. This clause will not apply in the event that a meeting is convened as a consequence of the service of a qualified request pursuant to section 19(2) of the Act.

5.2 An Owner or Occupier who:

- a) damages lawns or plants on common property;
- b) damages common property;
- c) obstructs common property or the use of common property by having an item, article or personal property on it;
- d) deposits waste on common property;



- e) causes the Owners Corporation to serve a notice to comply pursuant to section 146 of the Act

shall reimburse the Owners Corporation for the costs incurred by it.

5.3 In the event that costs are incurred as a consequence of the matters referred to in clauses 5.1 and 5.2 hereof, the Owners Corporation shall serve a written notice on the Owner or Occupier requiring that owner or occupier to reimburse it for that cost.

## PART 6

### RECOVERY OF COSTS AND OTHER EXPENSES FOR CALL-OUT

6.1 Without limiting the effect of any by-law applicable to the strata scheme, an Owner or Occupier shall not:

- a) without lawful excuse or cause, make, or cause to be made; or
- b) request, prompt or provoke without lawful excuse or cause a Services call-out.

6.2 An Owner or Occupier who makes or causes to be made, a Services Call-Out in contravention of clause 6.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to that call-out.

6.3 For the avoidance of doubt, the reference to expenses in paragraph 6.1 above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigades, ambulance, police, security or other servicemen involved as a result of an Owner or Occupier making, or causing to be made, the Services Call-Out.

6.4 An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made or caused to be made, by a Permitted Person in contravention of clause 6.1 hereof.

6.5 The Owners Corporation shall serve a notice on an Owner or Occupier who have contravened clause 6.1 hereof, requiring payment of the costs of the Services Call-Out and the Owner or Occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.

## PART 7

### BREACH OF BY-LAW

7.1 If an Owner or Occupier fails to comply with any obligation under this by-law:

- a) the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and
- b) the Owner or Occupier acknowledges and agrees that any such debt under clause 6.5 above, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate, and the interest will form part of that debt.



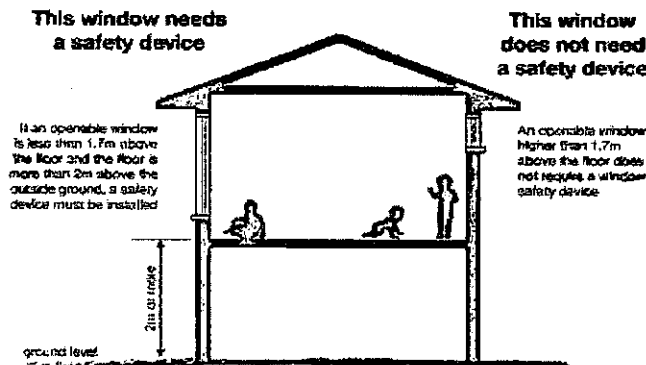
**SPECIAL BY-LAW 3**

**Installation of Window Safety Devices**

**PART 1**

**PREAMBLE**

- 1.1 It is a requirement that window safety locks (referred to in this by-law as "Window Safety Devices") be installed on all applicable windows by 13 March 2018.
- 1.2 This by-law is made for the purpose of the management, administration, control, use or enjoyment of the common property and lots of a strata scheme.
- 1.3 It is made pursuant to Division 2 of Part 7 of the Act
- 1.4 Its principal purpose is to comply with section 118 of the Act by providing additional security and safety for the residents of the strata scheme by conferring on the Owners Corporation the power to:
  - (a) install Window Safety Devices; and
  - (b) to impose conditions on the operation, use, repair, maintenance and replacement of the Window Safety Devices.
- 1.5 A Window Safety Devices will be installed on any window within the meaning of the Building Code of Australia, which can be opened where:
  - (a) the lowest level of the window opening is less than 1.7 meters above the surface of any internal floor that abuts the wall;
  - (b) that internal floor is two meters or more above the ground surface, or any external surface, below the window that abuts the wall; and
  - (c) it is a window on common property to which access can be gained from a residence in the strata scheme or a window on any part of the Building that is part of a residence.
- 1.6 The application of the by-law to openable windows is illustrated as follows:



Source: Office of Fair Trading

- 1.7 By virtue of section 117 of the Act an owners corporation may enter into an agreement to perform services to a lot.

- 1.8 The Owners Corporation and Owners agree that this by-law evidences an agreement whereby the Owners Corporation will provide services upon the conditions as set out in this by-law

## PART 2

### CONFERRAL OF POWER

- 2.1 Notwithstanding anything contained in any by-law for the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions to install a Window Safety Device on Applicable Windows and to impose conditions in relation to its operation and use.

## PART 3

### DEFINITIONS AND INTERPRETATIONS

- 3.1 In this by-law, unless the context otherwise requires:
- (a) **"Act"** means the *Strata Schemes Management Act 2015*.
  - (b) **"Applicable Window"** means any window, within the meaning of the Building Code of Australia, which can be opened where:
    - (i) the lowest level of the window is less than 1.7 meters above the surface of any internal floor that abuts the wall of which it forms part; and
    - (ii) that internal floor is two meters or more above the ground surface or any external surface, below the window the window that abuts the wall;
    - (iii) it is a window on common property to which access can be granted from a residence in the strata scheme or a window on any part of the Building that is part of a residence.
  - (c) **"Authority"** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
  - (d) **"Building"** means the building containing lots used for residential purposes and being situated at 142 Moore Street, Liverpool.
  - (e) **"Lot"** means any lot in Strata Plan 21897.
  - (f) **"Owner"** means owner of a Lot.
  - (g) **"Owners Corporation"** means the body corporate constituted upon the registration of Strata Plan 21897.
  - (h) **"Regulation"** means the Strata Schemes Management Regulation 2016.
  - (i) **"Strata Plan"** means Strata Plan 21897 registered on 4<sup>th</sup> September 1984.
  - (j) **"Window Safety Device"** means the installation of a screen, lock or other device which:
    - (i) allows a window to be locked with a maximum opening of 125mm;



- (ii) is capable of resisting an outward horizontal action of 250 newtons or more; and
- (iii) has a child resistant release mechanism, in the case of a device that can be removed, overridden or unlocked.

to Applicable Windows.

### 3.2 Interpretations

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

- (a) the singular includes the plural and vice versa;
- (b) any terms in the by-law will have the same meaning as those defined in the Act;
- (c) references to legislation includes references to amending and replacing legislation; and
- (d) references to the Owners in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

## PART 4

### INSTALLATION OF WINDOW SAFETY DEVICE

- 4.1 The Owners Corporation shall install a Window Safety Device to every Applicable Window in the Building.
- 4.2 The Owners Corporation must abide by the by-laws for the strata scheme and all directions, orders and requirements of any Authority relating to the installation of a Window Safety Device and must be responsible to ensure that its agents, employees or contractors comply with such directions, orders and requirements.
- 4.3 The Owners Corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The Owners Corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of a Window Safety Device must be carried out in a competent and proper manner and after it has been installed, in keeping with the appearance of the Building.
- 4.6 A Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The Owners Corporation may be assisted in the carrying out of its duties and functions under this by-law by a duly appointed and licensed contractor.

## PART 5

### ACCESS

- 5.1 Upon the service of reasonable notice an Owner or occupier must permit the Owners Corporation by its agents, employees or contractors, to enter the Lot for the purpose of:
  - (a) installing a Window Safety Device;

- (b) determining whether a Window Safety Device requires any maintenance, repair or replacement; and
  - (c) maintaining, repairing or replacing the Window Safety Device.
- 5.2 A person must not obstruct or hinder the Owners Corporation in the exercise of its functions under clause 5.1;
- 5.3 The Owners Corporation is liable for any damage to a Lot or any of its contents caused by or arising out of the exercise of the power of entry referred to in clause 5.1 unless the damage arose because the Owners Corporation was obstructed or hindered.

## PART 6

### MAINTENANCE, REPAIR AND REPLACEMENT

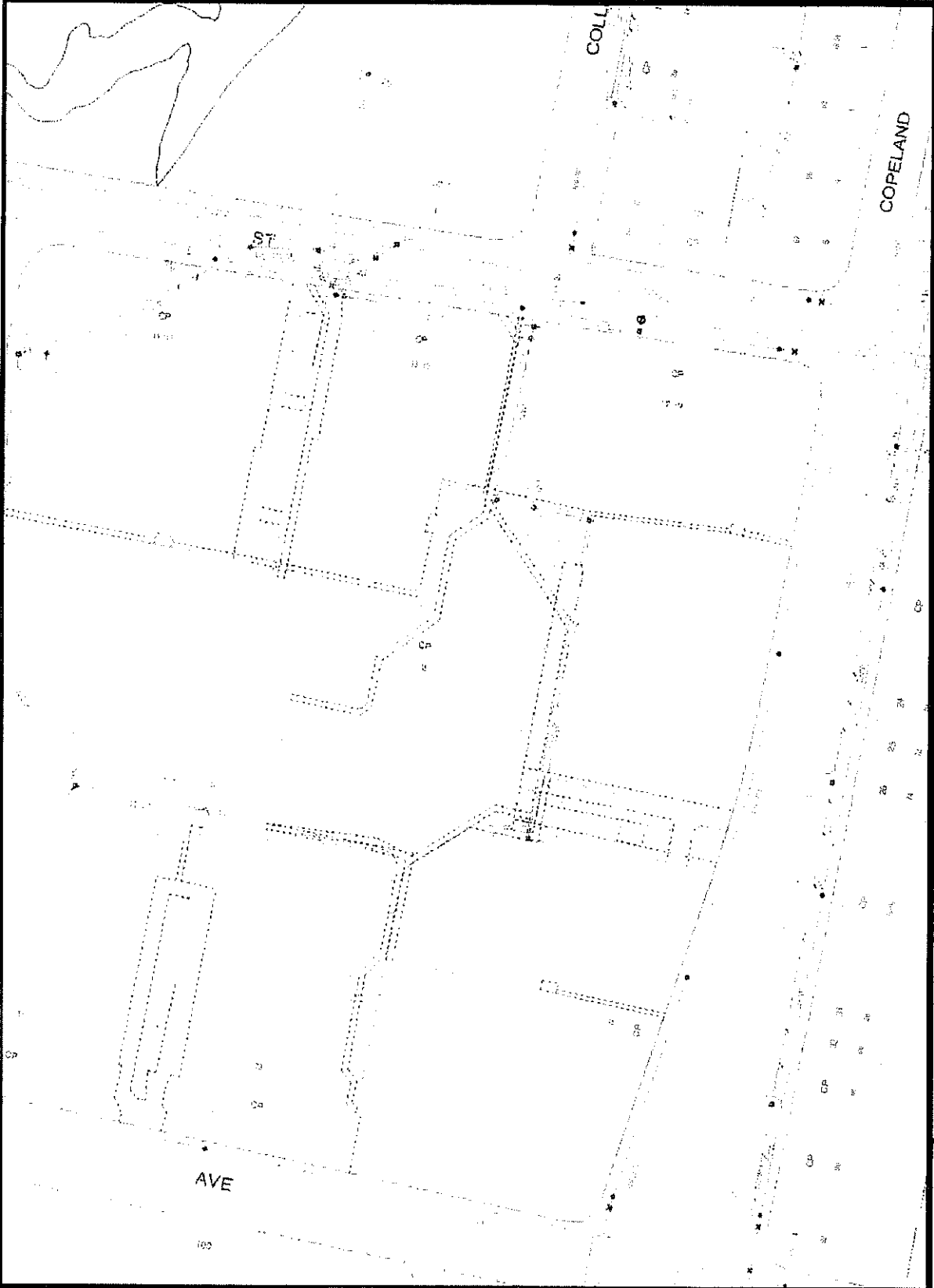
- 6.1 The Owners Corporation and Owners acknowledge and agree that the Owners Corporation will properly maintain and keep in a state of good and serviceable repair and, when necessary, replace the Window Safety Device.
- 6.2 The procedure by which maintenance, repair and replacement is to be effected shall be:
- (a) the Owners Corporation by its agents, employees or contractors, in accordance with its authority pursuant to clause 5.1, will inspect a Window Safety Device that may require repair or replacement; and
  - (b) upon determining that a Window Safety Device requires repair or replacement, the Owners Corporation may carry out the work; and
  - (c) if an Owner or occupier of a Lot damages a Window Safety Device, then the Owners Corporation may carry out the works. It will then provide a copy of the tax invoice for such work to the Owner or occupier. The Owner or occupier must reimburse the Owners Corporation within seven (7) days of the service of the tax invoice for the sum of that invoice.
- 6.3 In the event that the Owners Corporation determines that the Window Safety Device must be replaced, the provisions of Part 4 shall apply to that replacement.

## PART 7

### INSTALLATION BY OWNERS

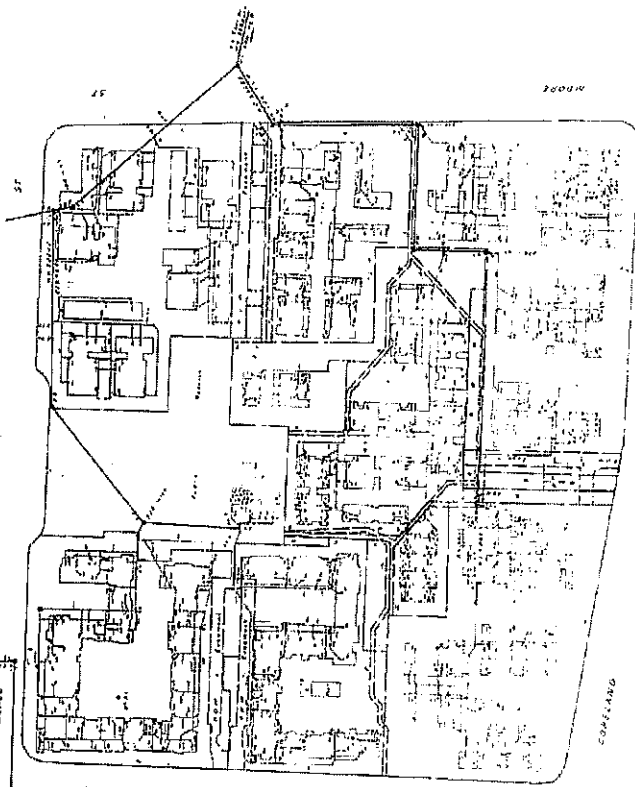
- 7.1 An Owner may install a Window Safety Device on an Applicable Window other than on an Applicable Window in another Owners Lot.
- 7.2 Prior to an Owner carrying out the installation must give written notice of that installation to the Owners Corporation.
- 7.3 The Owner must provide details of the proposed installation, including the Window Safety Devices and Applicable Windows concerned.
- 7.4 The Owners Corporation will then consider that notification in accordance with section 108 of the Act and inform the Owner that it is undertaking that consideration.
- 7.5 The Owners Corporation will consider the notification at a general meeting at which a special resolution may be passed.
- 7.6 The special resolution must indicate whether the Owners Corporation will be responsible for maintenance of the Window Safety Device or requires the Owner to submit a common property rights by-law in respect of the installation.

- 7.7 Notwithstanding the terms of the special resolution, the Owner must, in carrying out the installation, must repair any damage caused to the common property by the installation and ensure that the Window Safety Device is installed in a competent and proper manner and has the appearance, after it has been installed, in keeping with the appearance of the Building.
- 7.8 In addition to the requirements of the preceding clause, an Owner must, in carrying out the installation, comply with the provisions of Part 4.
- 7.9 Upon completion of the installation, the Owner must give written notice of the installation to the Owners Corporation within seven (7) days after the completion of the installation.



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

Copy Not To Scale



0430937

R1

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

**Ref.: EMAIL**  
**Ppty: 28637**

**Cert. No.: 5587**

**Applicant:**  
D A PATTERSON PARTNERS  
PO BOX 575  
WENTWORTHVILLE NSW 2145

**Receipt No.: 4577476**  
**Receipt Amt.: 53.00**  
**Date: 22-May-2020**

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

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

**Legal Description: LOT 45 SP 21897**

**Street Address: 45/ 142 MOORE STREET, LIVERPOOL NSW 2170**

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

*Note: Commonly Used Abbreviations:*

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



## **1. Names of relevant planning instruments and DCPs**

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

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**

**SEPP No. 50 – Canal Estate Development**

**SEPP No. 55 – Remediation of Land**

**SEPP No. 62 – Sustainable Aquaculture**

**SEPP No. 65 – Design Quality of Residential Flat Development**

**SEPP (Building Sustainability Index: BASIX) 2004**

**SEPP No. 70 – Affordable Housing (Revised Schemes)**

**SEPP (Infrastructure) 2007**

**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**

**SEPP (Miscellaneous Consent Provisions) 2007**

**SEPP (State and Regional Development) 2011**

**SEPP (Education Establishments and Child Care Facilities) 2017**

**SEPP (Vegetation in Non-Rural Areas) 2017**

**SEPP (Affordable Rental Housing) 2009**

**SEPP No 19 – Bushland in Urban Areas**

**SEPP No 21 – Caravan Parks**

**SEPP No 30 – Intensive Agriculture**

**SEPP Koala Habitat Protection**

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP No 64 – Advertising and Signage**

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

Deemed SEPPs\*:

**Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment**

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

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

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

**Liverpool DCP 2008**

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



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

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

**R4 High Density Residential - Liverpool LEP 2008**

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

**Home-based child care; Home occupations**

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

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

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

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

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

**No**

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

**No**

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

**No**

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



No

### 3. Complying development

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

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

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

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

Nil

### 4. Coastal protection\*

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



**No**

**4A. Certain information relating to beaches and coasts\***

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

**No**

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

**Not applicable**

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

**No**

**5. Mine subsidence\***

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

**No**

**6. Road widening and road realignment**

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

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

**No**

(b) An EPI?

**No**

(c) A resolution of the council?

**No**



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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Landslip hazard</b>	Nil	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	<b>No</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	<b>No</b>
	Liverpool DCP 2008	<b>No</b>
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	<b>Yes</b> , see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	<b>Yes</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>

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

**7A. Flood related development controls information**

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



**No**

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

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

**Yes**

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

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

## **8. Land reserved for acquisition**

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

**No**

## **9. Contribution Plans**

**Liverpool Contributions Plan 2018 – Established Area**

### **9A. Biodiversity certified land\***

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

**No**

### **10. Biobanking agreements\***

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

**No**

### **10A. Native vegetation clearing set asides**

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

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

## **11. Bushfire prone land**



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

No

**12. Property vegetation plans\***

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

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

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

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

No, Council has not been notified of an order

**14. Directions under Part 3A\***

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

No

**15. Site compatibility certificates and conditions for seniors housing\***

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

No, Council has not been notified of an order.

**16. Site compatibility certificates for infrastructure\***

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.





Revenue

Enquiry ID 3262110  
Agent ID 81429403  
Issue Date 18 May 2020  
Correspondence ID 1707474993  
Your reference DAP:AB:020131  
Walters(Hog)

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S21897/45	Unit 45, 142 MOORE ST LIVERPOOL 2170	\$111 438

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

---

Yours sincerely,

Cullen Smythe  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.