

**19/138 Moore Street,
LIVERPOOL NSW 2170**

Draft Contract

McGrath

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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 60261103	NSW Duty:
vendor's agent	McGrath Estate Agents Liverpool Macquarie Street LIVERPOOL NSW 2170		Phone: 9824 1100 Fax:
co-agent			Ref: EVA FRKETIC
vendor	DIANNA MATEOS		
vendor's solicitor	The Norton Law Group 44 Norton Steet LEICHHARDT NSW 2040		Phone: 9560 6811 Fax: 9560 9124 Ref: 11048/19
date for completion	42 days after the contract date	(clause 15)	Email: conveyancing@thenortonlawgroup.com.au
land	19/138 MOORE ST LIVERPOOL NSW 2170 (Address, plan details and title reference)		
	LOT 19 IN STRATA PLAN 19218 19/SP19218		
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	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input 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 checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

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.

19/138 MOORE ST, NEWCASTLE NSW 2110

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' 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>	an 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>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

19/138 MOORE ST LIVERPOOL NSW 2170

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **19/138 Moore Street, Liverpool**, from **Dianna Mateos** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Dianna Mateos** and am not employed in the legal practice of a solicitor acting for **Dianna Mateos** nor am I a member or employee of a firm of which a solicitor acting for **Dianna Mateos** is a member or employee; and
4. I have explained to _____ :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the 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 interests 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) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

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

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

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

SPECIAL CONDITIONS
FORMING PART OF CONTRACT FOR SALE OF LAND

AMENDMENTS TO PRINTED FORM

1. FOR EVERY PURPOSE OF THIS AGREEMENT THE TERMS OF CLAUSES 1 TO 31 PRINTED ON PAGES 1 TO 20 OF THE FORM OF AGREEMENT TO WHICH THESE CLAUSES ARE ANNEXED WILL BE DEEMED TO BE AMENDED AS FOLLOWS:
 - a. Provision 7.1.1 – deleted and replaced with “any amount is claimed”.
 - b. Provision 8.1 - deleted the words “on reasonable grounds”.
 - c. Provision 8.2.2 is deleted.
 - d. Provision 8.2.3 is deleted
 - e. Provision 10.1.1 – insert “or any failure to comply with the provisions of the *Swimming Pools Act 1992* or any regulations of that Act.
 - f. Provision 10.1.8 and 10.1.9 are amended by:
 - i. Replacing “substance” with “existence”,
 - ii. Replacing “disclose” with “noted”, and
 - iii. Inserting the following words at the end of provision 10.1.9:

“For the purposes of this contract, including 10.1.8 & 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring or otherwise giving rights to that easement or restriction”.
 - g. Provision 11.2 is deleted.
 - h. Clause 13.13.3 is amended by inserting the following words at the end of the clause:

“and provide the vendor with written confirmation that the purchaser has done so within 7 days after completion; and”
 - i. Clause 13.13.4 is deleted and replaced with:

“serve on the vendor evidence receipt of payment by the Australian Taxation Office of the RW payment within five (5) Business Days after receipt of that evidence by the purchaser”.
 - j. Provision 14.4.2 is deleted and replaced it with “by adjusting the amount of land tax payable (calculated on a multiple holding basis and at the premium tax marginal rate) in respect of the property”

- k. Provision 16.5 is amended by deleting the words "plus another 20% of that fee".
- l. Provision 16.7 is amended by deleting the words "by cash (up to \$2,000.00) or settlement cheque" and replace it with "by way of bank cheques".
- m. Provision 16.8 is deleted.
- n. Clause 23.5.2 is amended by deleting the words "but is disclosed in this Contract".
- o. Clause 23.6 is deleted.
- p. Clause 23.9 is deleted.

SECTION 52A CONVEYANCING ACT

- 2. If any provision of this agreement purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the Conveyancing Act, 1919 (as amended) or the Conveyancing (Vendor Disclosure and Warranty) Regulation, 1986 then this Agreement will be read and construed as if such provision is SEVERABLE from this Agreement and the invalidity of that provision will NOT AFFECT or render invalid or unenforceable the remaining provisions of this Agreement.

MERGER

- 3. The parties agree that the provisions of this Agreement having application after completion of this Agreement shall NOT MERGE on completion and shall remain binding on the parties notwithstanding such completion.

SPECIAL CONDITIONS AND INCONSISTENCY

- 4. In the event of any inconsistency between these Special Conditions and Clauses in the standard Contract (hereinafter called "the Contract"), the provisions of the Special Conditions shall prevail to the extent of the inconsistency.

DEPOSIT GUARANTEE BOND

- 5. (a) In this Contract, the word "Guarantee" means a DEPOSIT GUARANTEE BOND as annexed to this Contract issued to the Vendor at the request of the Purchaser by institution indicated in the said deposit guarantee bond (herein called the "Guarantor"). The terms and conditions of the said guarantee are as set out in the said deposit guarantee bond.
- (b) Subject to the paragraphs (c) and (d) below, the delivery of the Guarantee, upon or before the making of this Contract to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Guarantee, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.

- (c) The Purchaser shall pay the amount stipulated in the Guarantee to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.
- (d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Guarantee, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in the Contract to hold the deposit.
- (e) The Vendor acknowledges that payment by the Guarantor under the Guarantee shall, to the extent of the amount paid, be in satisfaction of the Purchasers obligation to pay the deposit under paragraph (d) above.

PAYMENT OF DEPOSIT

- 6. (a) The Purchaser acknowledges that the Vendor is entitled to require payment of a deposit equal to 10% of the Purchase Price.

(b) In the event that the Vendor has agreed to allow the Purchaser to exchange the Contract with a deposit less than 10% of the Purchase Price to be paid on exchange of Contract, the Purchaser agrees that the deposit will be paid in the following manner:
 - i. As to the payment of 5% of the purchase price on the date of exchange of contracts; and
 - ii. As to the remaining 5% on or before completion of this contract, time to be of the essence.
(c) If the Vendor becomes entitled to the full deposit, the purchaser will immediately pay on demand to the Vendor the difference between the ten per cent (10%) deposit and the amount actually paid. The Purchaser irrevocably agrees that any amount of unpaid deposit so forfeited to the Vendor is a judgment debt to the Vendor exercisable in a Court of Law.

ROOF, SURFACE WATER PIPES ETC.

- 7. The Purchaser shall take title subject to and shall not make any objection, requisition or claim for compensation nor delay completion or rescind this agreement in respect of or arising out of any of the following matters: -
 - a. the presence of any sewer, manhole or vent on the property,
 - b. any rainwater downpipe being connected to the sewer,
 - c. any sewers, drains, pipes, cables, wires or other installations which are on or pass through the property which are used in common with any adjoining

property or pass to other land or that there is any easement or right attaching to such installations and affecting the property.

FENCING PLANTS ROADS WATER COURSES TREES

8. The Purchaser cannot make a claim for objection or requisition or rescind or terminate if:
 - a. it should be found that any part or parts of any of the boundaries are not fenced or adequately fenced or that existing fences are not correctly located on the boundaries of the property or that any boundary wall or fence of the property or any part of the improvements on the property shall not be upon the property or within such boundary;
 - b. the existence or otherwise of noxious plants, insects or animals;
 - c. the existence or otherwise of permits to enclose roads or water courses;
 - d. any local council or other government or statutory restriction on the growing, lopping or removal of trees.

WARRANTY REPRESENTATION CONDITION OF PROPERTY

9. The Purchaser acknowledges that he does not rely in this Agreement upon any warranty or representation made by the Vendor or any person on behalf of the Vendor EXCEPT SUCH AS ARE EXPRESSLY PROVIDED HEREIN but has relied entirely upon the Purchaser's own enquiries relating to and the Purchaser's own inspection of the property.
10. The Purchaser acknowledges that the property including any improvements or inclusions hereby sold is sold in its PRESENT CONDITION, STATE OF REPAIR AND SUBJECT TO ALL FAULTS AND DEFECTS OF QUALITY THEREIN BOTH LATENT AND PATENT and the Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect thereof, or in relation to any unauthorised or illegal building works or structures upon the property.
11. The Purchaser shall not call upon the Vendor to carry out or pay for any repairs or alterations to the property whatsoever INCLUDING repairs or alterations required as a result of an application for 149(D) Building Certificate. Nothing in this special condition shall derogate from the vendor's duty of care in respect of the property until completion, and the purchaser's rights in respect thereof.
12. The Purchaser warrants that unless stated otherwise in this contract, the Purchaser has not entered into this contract in reliance of any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation, any statement, representation, promise or warranty in respect of:
 - (a) The suitability of the property and any improvements thereon for any use other than the use permitted by council
 - (b) The location of the property
 - (c) Any financial return or income to be derived from the property;

- (d) The existence of any illegal or unauthorised works were improvements upon the property.

DEATH BANKRUPTCY

13. Without in any manner negating, limiting or restricting any rights or remedies at law or in equity, should a party (or any one of a party) or his status, composition, management or control, or estate or interest in the property including the right or power to deal therewith: -
- (a) be affected by reason of his death, or by the operation of any law in force relating to corporations, matrimonial causes, or mental illness or incapability, or
 - (b) be so affected by reason of the operation of the law in force relating to insolvency or bankruptcy as to prevent or delay for a period exceeding one month the due completion of this agreement.

THEN the other party may rescind this agreement by notice in writing to the affected party or to the solicitor named herein as acting for that party or, if neither, to whomsoever at the time of the notice has vested in him the affected party's estate or interest in the property or has the power to deal therewith and if none known, sent to the affected party's address stated herein.

REAL ESTATE AGENT

14. The Purchaser hereby warrants to the Vendor that the Purchaser has not been introduced to the property by any estate agent except the estate agent specified in this Contract and the Purchaser indemnifies the Vendor against any successful claim for damages, costs and expenses incurred by the Vendor incidental to defending a claim which may be made by any agent resulting from an introduction constituting a breach of such warranty by the Purchaser.
15. The Vendor warrants to the Purchaser that the Vendor has not engaged any estate agent in connection with the sale of this property to the purchaser other than the agent specified in this Contract.
16. The above clauses shall not merge upon completion.

PARTICULARS OF TITLE

17. PARTICULARS OF TITLE sufficient to enable the Purchaser to prepare the Transfer are contained in this Agreement and the Purchaser acknowledges that the Vendor has complied with CLAUSE 4.

SERVICE OF NOTICES

18. Notwithstanding any other provisions herein contained in any section notices may be served by registered mail or at the Australian Document Exchange, the date of receipt of such notice shall be deemed to be forty eight (48) hours after the date of

posting or the date marked by the dating machine at the Australian Document Exchange.

ALTERATIONS TO CONTRACT

19. Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alteration shall be binding upon the party deemed to have authorised the same and any annexure so added shall form part of this contract as if same had been annexed at the time of execution.

RELEASE OF DEPOSIT

20.1 DELETED.

SWIMMING POOLS

21. (a) The purchaser acknowledges that he has satisfied himself in all respects to any outstanding requirements under the Swimming Pool Act, 1992 or of the Council within whose area the property is situate in relation to the swimming pool and surrounding pool fencing on the property including whether the fencing (including the existing boundary fencing) enclosing the pool and any gates in such fence are to be upgraded or otherwise altered, reconstructed or constructed as to comply with the provisions of the Swimming Pool Act 1992 or any applicable Australia standard.

(b) Notwithstanding anything else contained in this Contract the purchaser agrees to take title to the property subject to any liability, obligation or requirement for work or the expenditure of money as may be required by the provisions of the Swimming Pool Act 1992 or requirement to obtain any certificate under that Act or as may otherwise be required by the said Council in respect of the existence of the swimming pool and pool fencing.

WATER METER READING

22. The Purchaser may at his own expense arrange to have a water meter reading taken to ascertain water usage up to the date of completion and the Vendor shall pay for such water usage.
23. If NO READING IS TAKEN the Vendor and Purchaser agree to adjust any water usage charge in accordance with CLAUSE 14.7. Such adjustment shall be final and conclusive and no further adjustment of water usage shall take place after completion.

REQUISITIONS ON TITLE

24. The Purchaser shall submit only the standard Requisitions on Title in the form attached hereto. Nothing herein shall prevent the Purchaser from making additional requisitions if appropriate.

SECTION 10.7(2) INACCURACIES

25. The Vendor discloses that SEPP28 has been replaced and that some provisions of SEPP25 and SEPP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.

STRATA SCHEMES MANAGEMENT ACT 1996

26. DELETED

FINANCE APPROVED

27. (a) The Purchaser expressly warrants to the Vendor that he either holds a current loan approval in an amount and upon terms which he considers to be reasonable and fully satisfactory and sufficient to enable completion of this contract OR that he does not require finance to complete this Contract.
- (b) The Purchaser acknowledges that the Vendor relies upon this warranty in entering into his contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.
- (c) The Purchaser further acknowledges that he shall remain liable to the Vendor for all damages arising from breach of this warranty NOTWITHSTANDING ANY RIGHTS WHICH THE PURCHASER MAY HAVE PURSUANT TO THE UNIFORM CREDIT CODE.

SUBMISSION TO TRANSFER

28. If the purchaser fails to submit a transfer in accordance with the contract herein – the purchaser shall allow in the settlement figures as part of the monies to be paid on settlement the sum of \$50.00 plus GST.

NOTICE TO COMPLETE

29. Completion of this agreement shall take place on or before the COMPLETION DATE and the parties hereto agree that such time shall be and be deemed to be a reasonable time within which to settle.
30. If either party is unable or unwilling to compete by the completion date, the other party shall be entitled at any time after the completion date to serve a NOTICE TO COMPLETE making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which the recipient of the notice receives that notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
31. The party serving the notice shall be at liberty at any time prior to the expiration of such notice to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.

IF THE PURCHASER DELAYS COMPLETION

32. If the purchaser shall not have completed this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor AS LIQUIDATED DAMAGES on completion, in addition to the balance purchase money, (PAYMENT IS AN ESSENTIAL CONDITION HEREOF)
- a) An amount calculated as 10% INTEREST per annum on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which the sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings AND
 - b) IN THE EVENT THE VENDOR ISSUES A NOTICE TO COMPLETE the sum of \$350.00 (plus GST) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses

THE VENDOR'S RIGHTS IN RESPECT OF THE ABOVE SHALL NOT MERGE ON COMPLETION.

SETTLEMENT DEFAULT

33. If the Purchaser fails to effect settlement after appropriate arrangements have been made, the purchaser shall allow to the vendor on settlement the sum of \$90.00 plus GST for each instance.

GOODS & SERVICES TAX (GST)

- 34 (a) In this clause, "GST" refers to Goods and Services Tax under A New Tax System (Goods and Services Tax) Act 1999 (GST Act") and the terms used have the meanings as defined in the GST Act.
- (b) The amounts payable by the Purchaser to the Vendor under this agreement do not include any GST.
- (c) In the event that the Vendor is liable for GST in respect of the within sale, the Purchaser agrees to pay to the Vendor, upon completion, the amount of the GST paid or payable by the Vendor applicable to the within sale.
- (d) Where GST is payable, the Vendor will deliver to the Purchaser upon completion a Tax Invoice complying with the GST Act.
- (e) If, after completion the Vendor becomes liable to pay GST on the within sale, the Purchaser must pay to the Vendor the amount of GST for which the Vendor is liable upon the production by the Vendor of a letter or assessment addressed to the Vendor from the Australian Taxation Office or any other Authority to that effect. This clause shall not merge on completion.

ACCURACY OF DOCUMENTS

35 The Vendor does not promise, represent or state that any document attached to this contract is accurate, current or complete.

LEASES

36. In this Contract, "Lease" means the Leases referred to in the Tenancy Schedule attached.

- a. The purchaser agrees with the vendor that: -
 - a) It will, on completion, take title to the property subject to the Lease/Leases referred to in the Schedule of Leases annexed to the Contract.
 - b) It has read the Leases or such leases as are annexed to the Contract and has satisfied itself as to: -
 - i) The nature, term and conditions of any continued occupation of any Lessee notwithstanding that the Lease may no longer be in existence or was ever in existence;
 - ii) The contents, terms and conditions of any Lease;
 - iii) Whether or not any Lease has been properly executed by any party;
 - iv) Whether or not any Lease has either or both been properly stamped and registered; and
 - v) Any other matters that might affect the validity or enforceability of any Lease.
- b. The parties agree that the following conditions will apply pending completion: -
 - a) subject to subclause b), any time prior to completion, the vendor is entitled to do any of the following: -
 - i) determine any tenancy or other occupancy;
 - ii) accept any surrender of a tenancy or occupancy;
 - iii) Negotiate with any Lessee for the full or partial payment of any arrears of rent and any other monies payable under a tenancy, including negotiations on reasonable terms to fully or partially release any lessee from obligations to pay arrears of rent and other money payable under a Tenancy for any period up to completion.

- b) The purchaser's consent is not required if any intended action which the vendor is entitled to take under the Lease if:
 - i) the Lessee has asked the vendor to take the intended action; or
 - ii) The Lessee is in default under the Lease.

The vendor will not take any other intended action in relation to the Lease without notifying the purchaser. The purchaser must not unreasonably withhold its consent to any such request.

- c) The purchaser acknowledges that the vendor does not warrant that the Lessee under any of the Lease/Leases will still be in occupation on completion.
- c. The vendor and the purchaser agree that the following provisions will apply in relation to the Lease: -
- a) On completion of this Contract, the vendor will not be required to procure the originals or copies of any Leases held by the Vendor or any other document relating to those tenancies.
 - b) Excluded from the sale of the property are any fixtures and fittings that are the property of any Lessee under a tenancy. The purchaser acknowledges that it has made its own enquiries in relation to which fixtures and fittings are the property of the Lessee/Lessees.
 - c) The purchaser will not be entitled to make any requisition or claim, delay completion or rescind or terminate this contract because of any matter, thing or circumstances regarding the Tenancies disclosed in Clause 36.1, 36.2 or 36.3 or elsewhere in this Contract.

GUARANTEE

- 37.1 In the event that the purchaser is a company, this special condition applies and Guarantor means, jointly and severally, all of the directors of the purchaser.
- 37.2 The Guarantor, by execution of the contract, expressly and unconditionally guarantees to the vendor:
- (a) the due and punctual payment by the purchaser to the vendor of the purchase price and all moneys which are or may become owing or payable by the purchaser to the vendor under the contract; and
 - (b) the due and punctual performance by the purchaser of all of the terms, conditions, covenants and obligations contained under the contract.

37.3 The Guarantor indemnifies and keeps indemnified the vendor against all loss, damage, cost and expense which may be suffered or incurred by the vendor due to any default by the purchaser under any of the provisions of this contract.

37.4 This guarantee continues and remains in full force and effect despite the liquidation of the purchaser or the appointment of an external controller to the purchaser until the whole of the purchase price and all other moneys payable to the vendor under the terms of this contract have been paid and satisfied in full.

37.5 Any discharge, extinguishment or postponement by liquidation, operation of laws, act of the parties or otherwise, of the whole or any part of the indebtedness of the purchaser to the vendor will not impair or affect the liability of the Guarantor.

37.6 This special condition and the guarantee do not merge on completion of this contract.

.....

.....

Name: _____
Guarantor

Name: _____
Guarantor

SPECIAL LEVY

38. Notwithstanding anything else in this Contract to the contrary, if a contribution is not a regular periodic contribution then the Purchaser is liable for the contribution from the date of this Contract even if it is not disclosed in this Contract and is payable by installments whether or not it was levied before the Contract date.

FOREIGN INVESTMENT WARRANTY

39 (a) In this clause "foreign person" means a "foreign person" within the meaning of section 21A of the Foreign Acquisition and Takeovers Act 1975 and a "person to whom, this section applies" has the meaning ascribed to those words in section 26A of that Act.

(b) The Purchaser warrants that he is not a "foreign person" or a "person to whom this section applies" as defined in the previous subclause. Alternatively, if the Purchaser is within either of those definitions, then the previous warranty is not given and the Purchaser warrants that he has obtained the necessary consent under the Foreign Acquisitions and Takeovers Act 1975 for the purchase of the property.

(c) The warranty and indemnity contained in this clause shall not merge on completion and is an essential term of this contract.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

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

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

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

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 19/SP19218

SEARCH DATE	TIME	EDITION NO	DATE
15/8/2019	2:37 PM	4	27/8/1998

LAND

LOT 19 IN STRATA PLAN 19218
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

DIANNA MATEOS (T I725157)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP19218

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 15/08/2019 14:37:12



FOLIO: CP/SP19218

SEARCH DATE	TIME	EDITION NO	DATE
15/8/2019	2:37 PM	2	13/8/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 19218
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 SP19218

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 19218
ADDRESS FOR SERVICE OF DOCUMENTS:
138-140 MOORE STREET
LIVERPOOL 2170

SECOND SCHEDULE (16 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 DP562304 RESTRICTION(S) ON THE USE OF LAND (SEE N315115)
- 4 DP562304 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP562304 (SEE N315115)
- 5 DP247971 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE N974506)
- 6 DP247971 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP247971 (SEE N974506)
- 7 DP247971 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE N974506)
- 8 DP247971 DRAINAGE EASEMENT APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP247971 (SEE N974506)
- 9 DP247971 RIGHTS OF WAY AND EASEMENTS APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP247971 (SEE N974506)
- 10 DP621090 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP621090 EASEMENT FOR UNDERGROUND MAINS AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP19218

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- * 12 SP19218 RIGHT OF CARRIAGEWAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 13 SP19218 EASEMENT FOR SERVICES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 14 SP19218 RIGHT OF CARRIAGEWAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 SP19218 EASEMENT FOR SERVICES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 16 AP456319 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 19218

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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	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

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

11048/19

PRINTED ON 15/8/2019

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

FORM 1

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the City of Liverpool has considered the application for a Certificate of Title for the land described in the Schedule of this Certificate and has resolved to issue the Certificate subject to the conditions and restrictions set out in this Certificate.

SCHEDULE

One 674, SECTIONS, 1982
 as defined in the Certificate of Title No. 1982/63

CONTRIBUTOR OF COST OF IMPROVEMENTS

[Signature]
 Council Clerk

Signatures, seals and statements of intention to create easements or restrictions as to use.

Pursuant to SECTION 7 (3) STRATA TITLES ACT 1973 & SECTION 88B CONVEYANCE ACT 1919 IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY 5.485 AND 1.925 WIDE.
2. EASEMENT FOR SERVICES 5.485 AND 1.925 WIDE.
3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
4. EASEMENT FOR SERVICES VARIABLE WIDTH.

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

[Signature]
 DIRECTOR

[Signature]
 SECRETARY

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

[Signature]
 DIRECTOR

[Signature]
 SECRETARY

SHAREHOLDERS' CERTIFICATE

John BOULBON WHITE
 of 31 THE AVENUE, HORWYLL, LIVERPOOL

has been appointed as the Shareholder of the Shares of 1000 ordinary shares of 10p each, in the above named company.

and he is entitled to exercise the rights of a shareholder of the company in respect of the shares referred to in this certificate.

This is sheet 1 of my Plan in 8

[Signature]
 Director

[Signature]
 Secretary

PLAN OF LOT 6 IN D.P. 247971

Registered: 14.9.1982
 C.A. NO. 1982/63 OF 6-9-1982

Purpose: STRATA PLAN

Ref. Map: U9145-73#

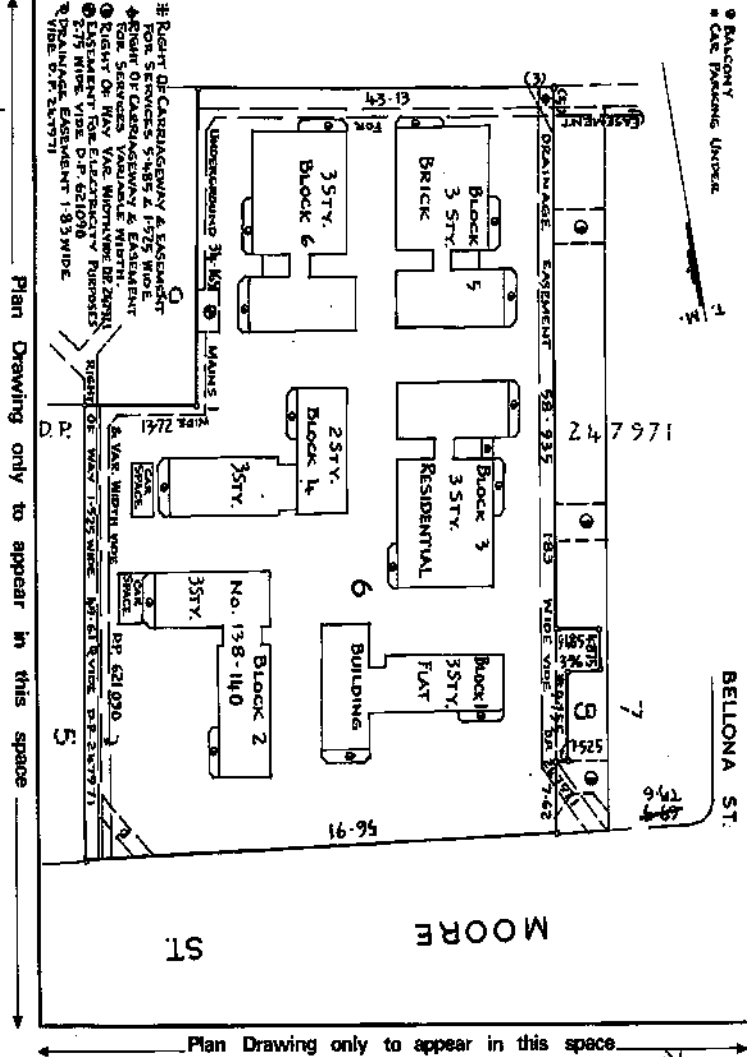
Last Plan: D.P. 247971.

Name of, and address for service of notices on, the body corporate
 *Address required on original strata plan only.

**The Proprietors -
 STRATA PLAN NO. 19218
 No. 138-140 MOORE ST, LIVERPOOL, 2170.**

Parish: ST. LUKE County: CUMBERLAND

Reduction Ratio: 1: 500 Lengths are in metres



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 84.4.77

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
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38	22
39	23
40	23
41	22
42	22
43	22
44	22
AGG.	1000

Reduction Ratio 1:

Lengths are in metres

[Signature]
 Registrar General
 SURVEYOR'S REFERENCE: 86477

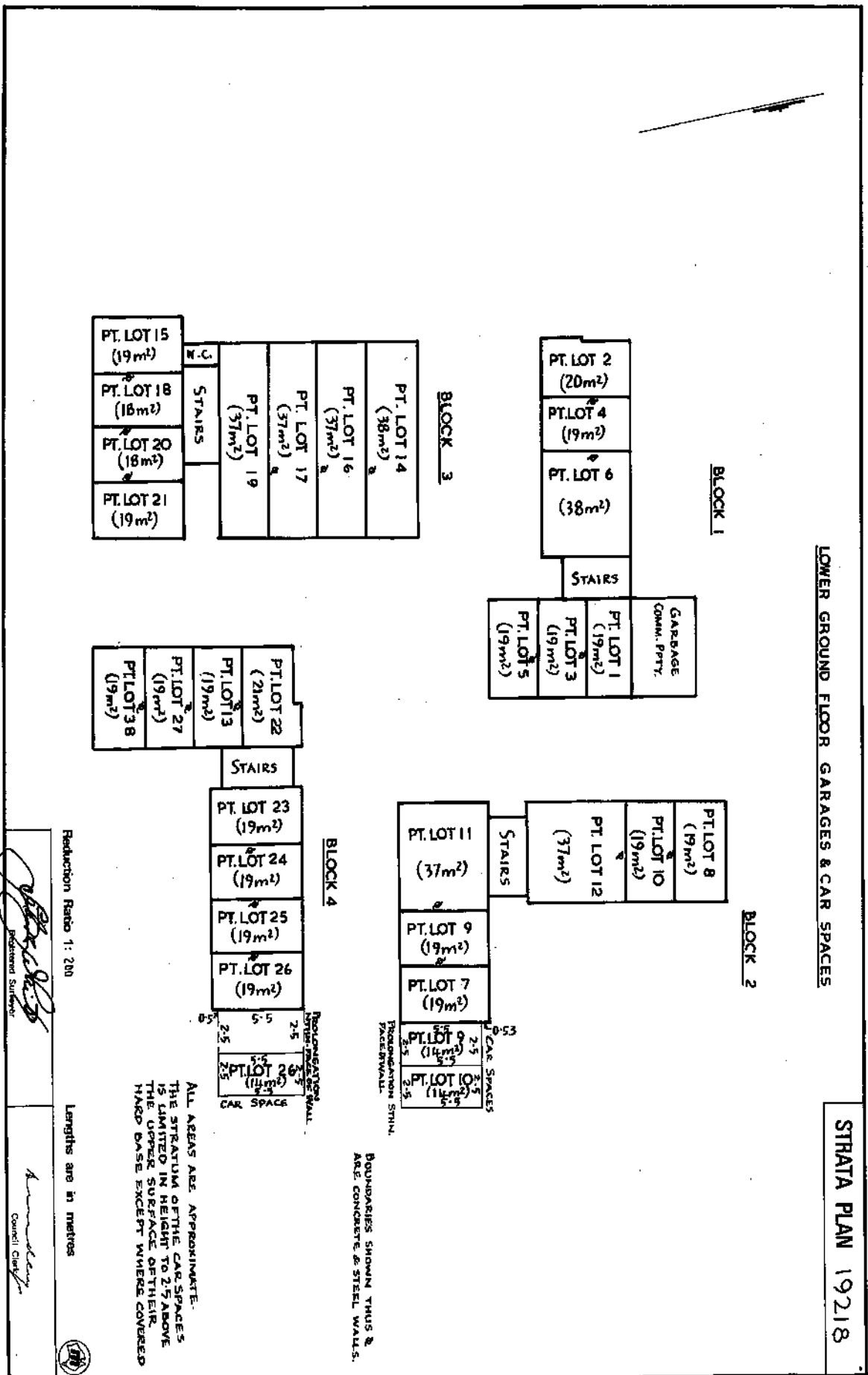
[Signature]
 Council Clerk



215 21001 92

LOWER GROUND FLOOR GARAGES & CAR SPACES

STRATA PLAN 19218



Production Ratio: 1: 200
 [Signature]
 Registered Surveyor

[Signature]
 Council Clerk



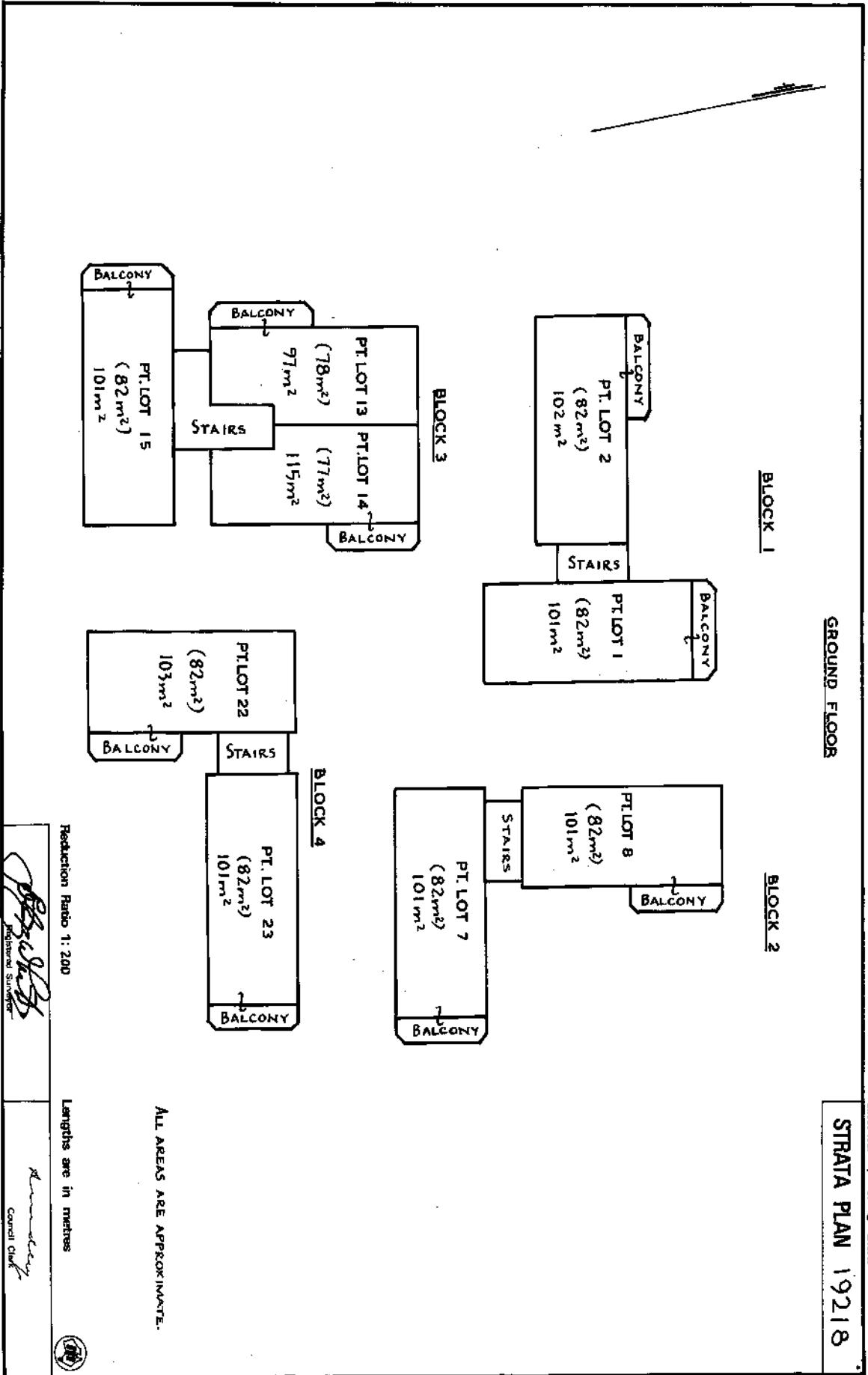
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

GROUND FLOOR

STRATA PLAN 19218

Sheet No. 1 of 3 Sheets



ALL AREAS ARE APPROXIMATE.

Lengths are in metres

Reduction Ratio 1:200

[Signature]
 Registered Surveyor

SURVEYOR'S REFERENCE: 864,77

[Signature]
 Council Clerk



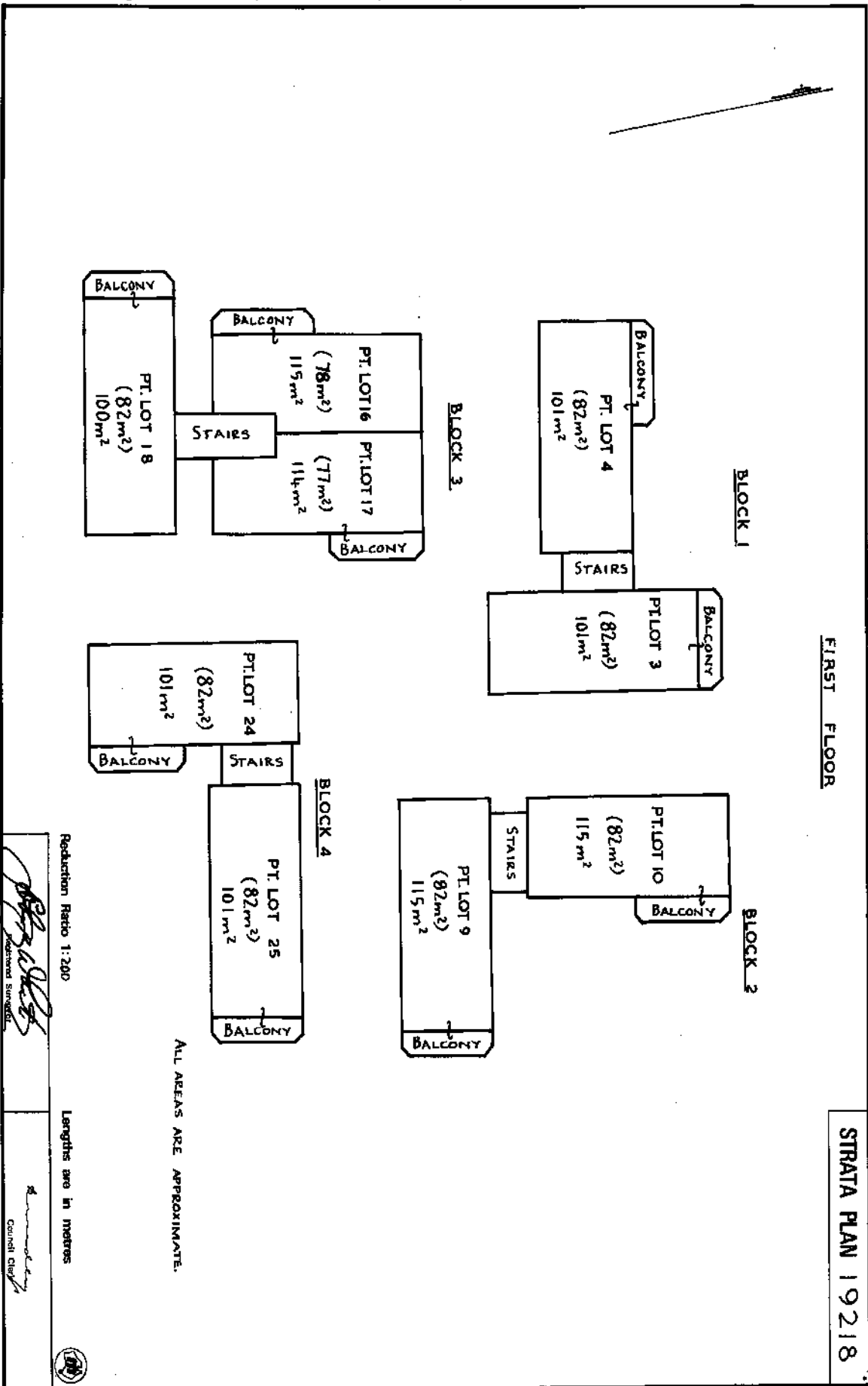
OFFICE USE ONLY

At 21.501 92.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FIRST FLOOR

Sheet No. 5 of 8 Sheets
STRATA PLAN 19218



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

REGISTERED SURVEYOR
 STRATAVEYS REFERENCE: 8614/17

[Signature]
 REGISTERED SURVEYOR

[Signature]
 Council Clerk

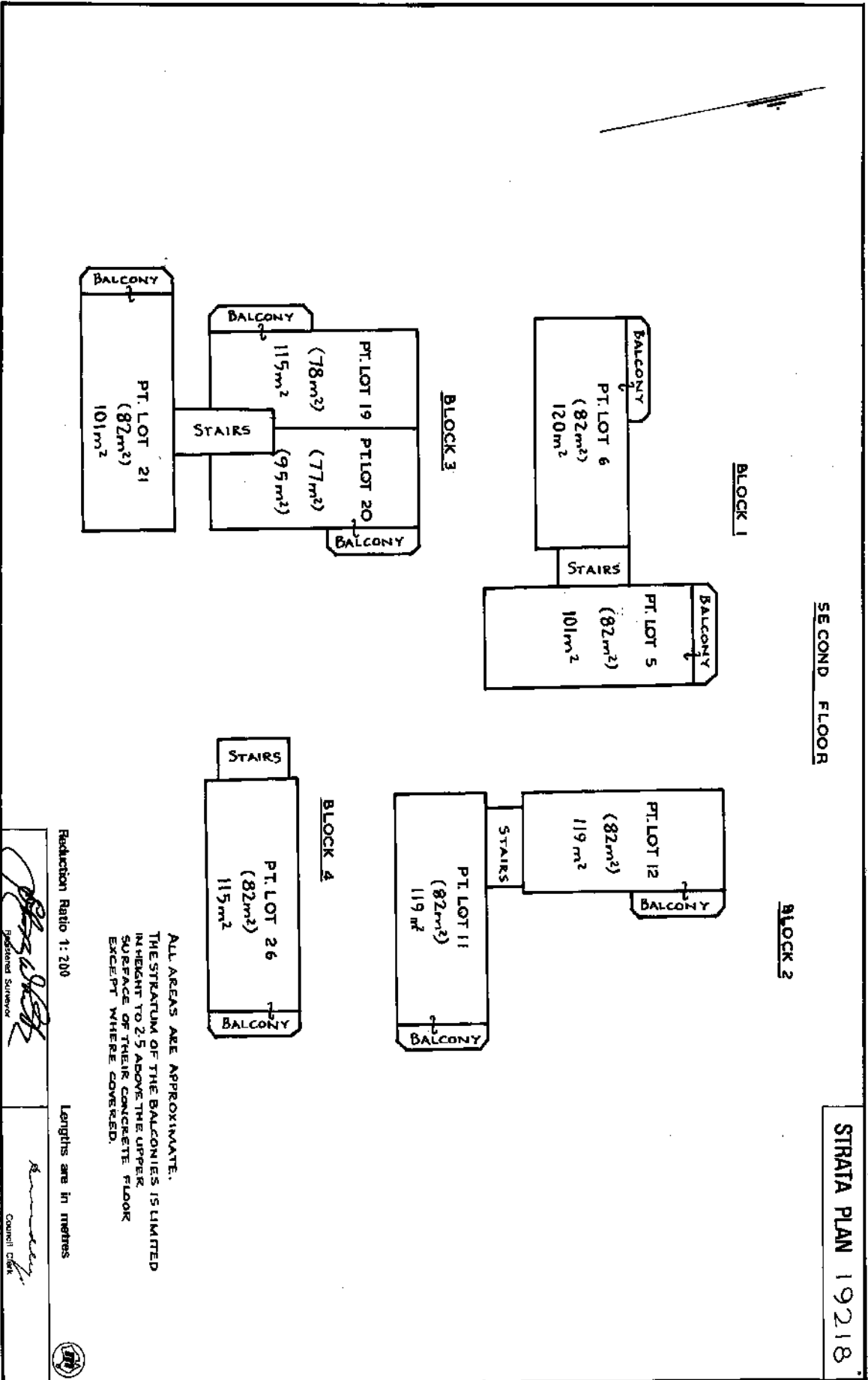


FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 8 Sheets

STRATA PLAN 19218



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]
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 84477



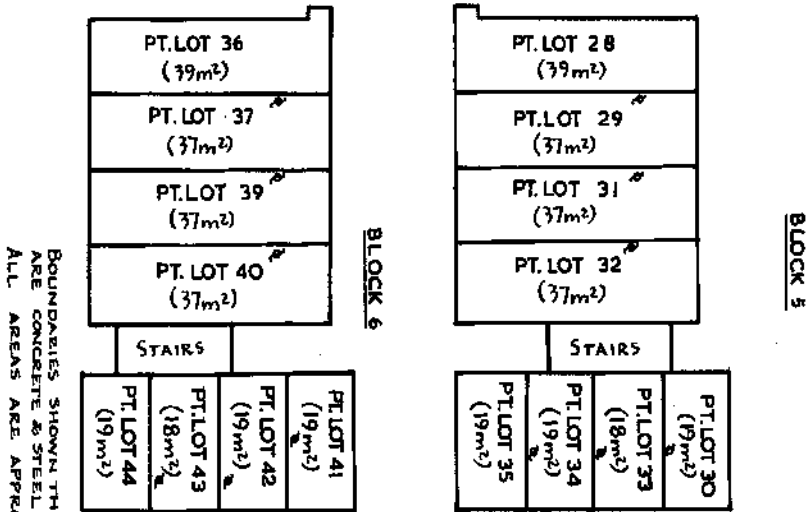
OFFICE USE ONLY

20 19218 2A

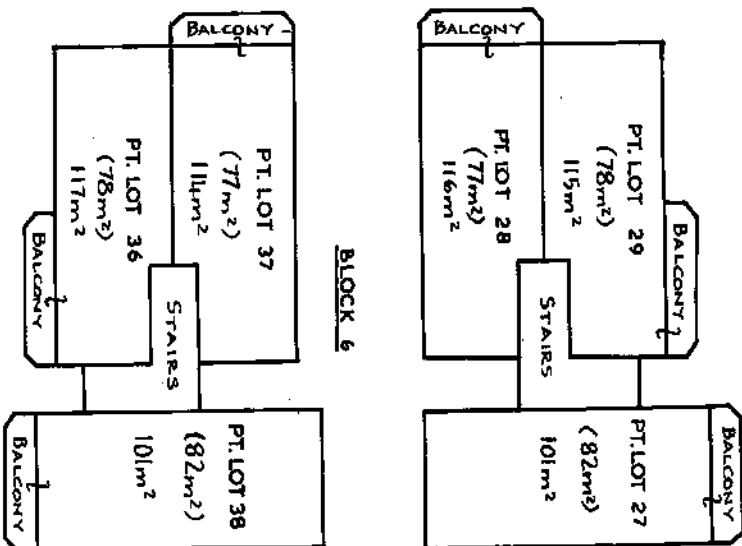
STRATA PLAN 19218

LOWER GROUND FLOOR GARAGES

GROUND FLOOR



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



Production Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor
 SURVEYOR'S REFERENCE: 86471

[Signature]
 Council Clerk



FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 8 Sheets

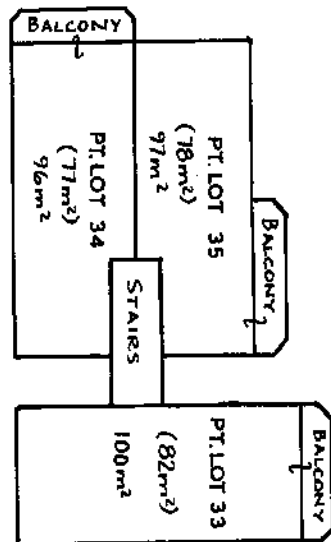
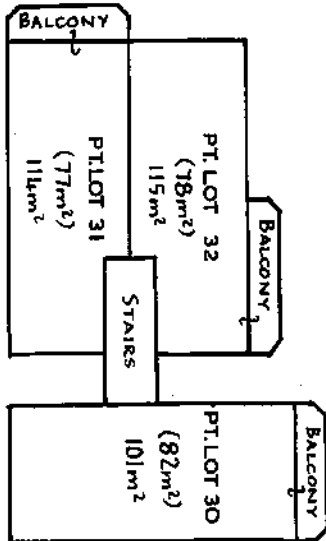
STRATA PLAN 19218

FIRST FLOOR

SECOND FLOOR

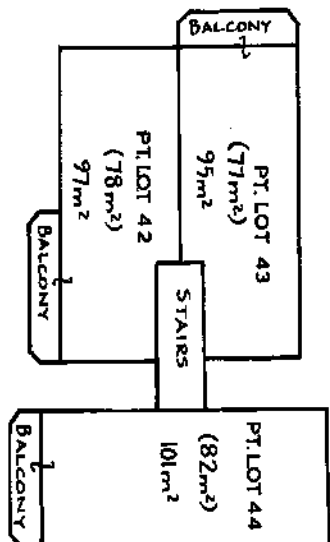
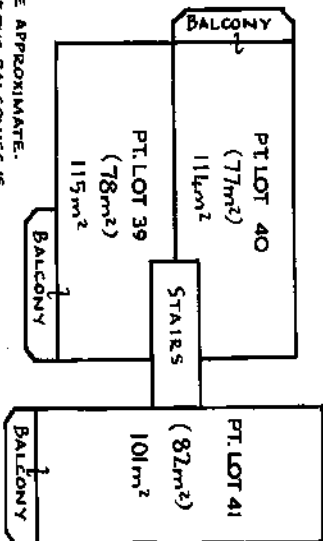
BLOCK 5

BLOCK 5



BLOCK 6

BLOCK 6



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

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 64417

Council Clerk



FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE
 The Council of the City of Cumberland, being the Local Government of the City of Liverpool, do hereby certify that the plan of the proposed subdivision of the land shown in the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

67th September 1982
 1982/83

[Signature]
 Mayor

SUBDIVISION'S CERTIFICATE
John Boulton White
 3118 AVENUE, HURSTVILLE

(1) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(2) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(3) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(4) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(5) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(6) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(7) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(8) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(9) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

(10) I, the undersigned, being the proprietor of the land shown in the plan of subdivision, do hereby certify that the plan of subdivision, together with the proposed easements, is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988, and that the proposed subdivision is in accordance with the provisions of the Subdivision Act 1988.

Signatures, seals and statements of intention to create easements or restrictions as to land:
 Pursuant to section 7(3) STRATA TITLES ACT 1973 & SECTION 88B CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY 5.185 AND 1.925 WIDE.
2. EASEMENT FOR SERVICES 5.185 AND 1.925 WIDE.
3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
4. EASEMENT FOR SERVICES VARIABLE WIDTH.

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

[Signature]
 DIRECTOR

[Signature]
 SECRETARY

PLAN OF LOT 6 IN DP 247971

MARYSHIRE : LIVERPOOL Locality : LIVERPOOL
 City

Parish : ST. LUKE County : CUMBERLAND

Production Ratio 1: 500 Lengths are in metres

Name of, and address for service of notices on, the body corporate formed on original strata plan only:
THE PROPRIETORS - STRATA PLAN NO. 19218
 No. 138-140 Moore St, Liverpool, 2170.

STRATA PLAN 19218

Registered: *[Signature]* 14.9.1982
 CA: NO. 1982/63 OF 6-9-1982
 Purpose: STRATA PLAN
 Ref. Map: U91445-79#
 Last Plan: DP 247971.

MENTION APARTMENTS PTY. LIMITED
 Common Seal

MENTION DEVELOPMENTS PTY. LIMITED
 was hereunto signed by authority of the Board of Directors in the presence of:-

[Signature]
 DIRECTOR

[Signature]
 SECRETARY

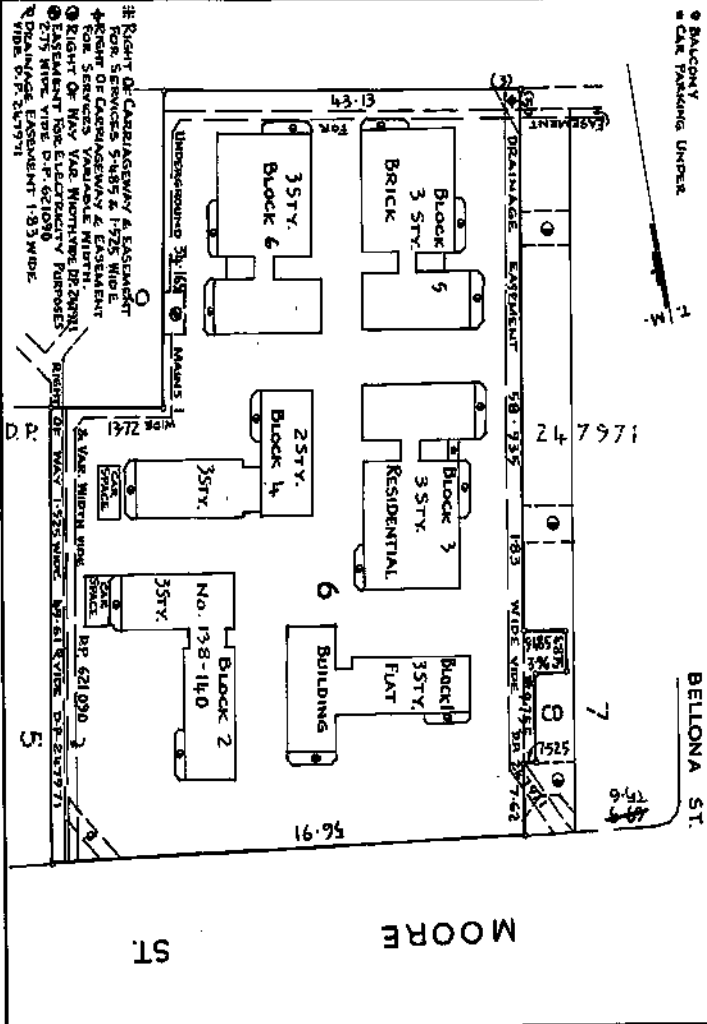


Table of mm 100 200 300 400 500 600 700 800 900 1000

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Y O F L M O N

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 8 Sheets

STRATA PLAN 19218

SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
1	22
2	22
3	23
4	23
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SCHEDULE OF UNIT ENTITLEMENT	
Lot No.	UNIT ENTITLEMENT
23	22
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30	23
31	23
32	23
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42	22
43	22
44	22
AGG.	1000

Reduction Ratio: 1:

Lengths are in metres



[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 86477

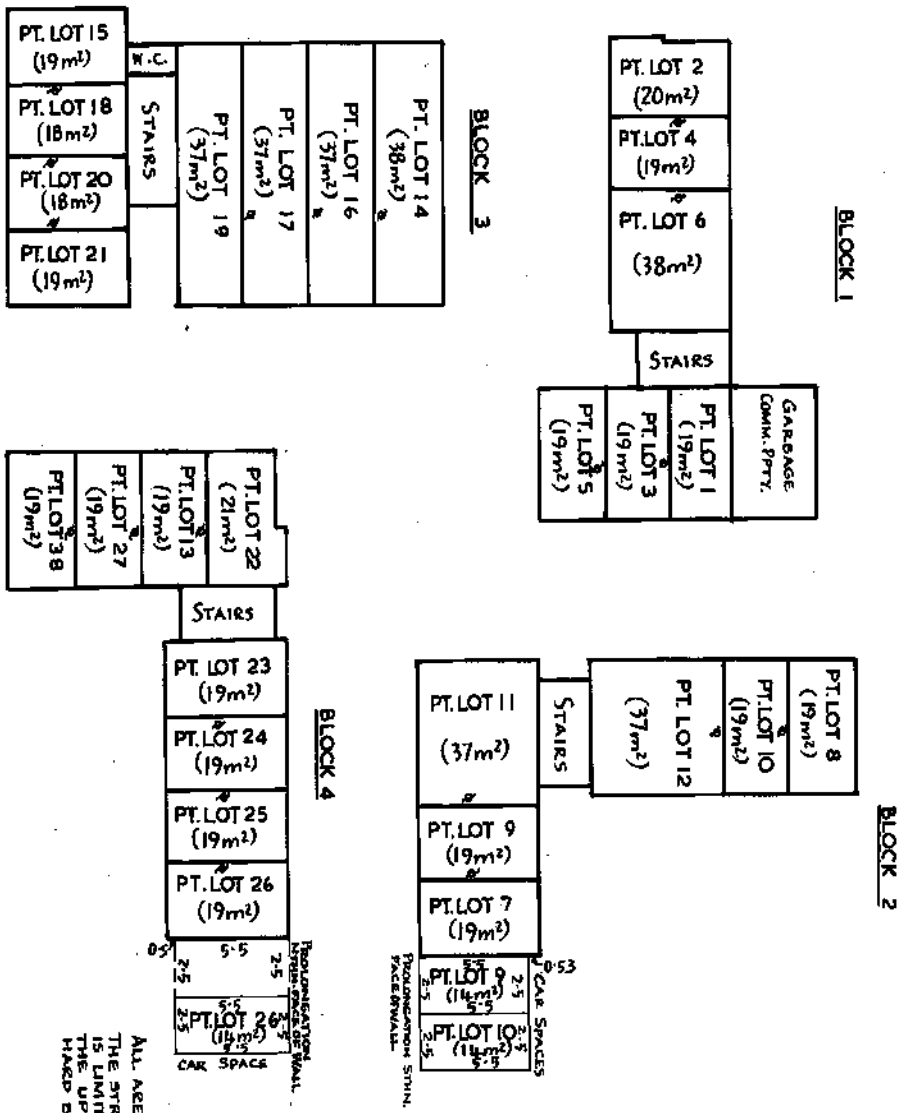
OFFICE USE ONLY

215 21001 02

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

LOWER GROUND FLOOR GARAGES & CAR SPACES

STRATA PLAN 19218



BOUNDARIES SHOWN THUS & ARE CONCRETE & STEEL WALLS.

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

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 96617

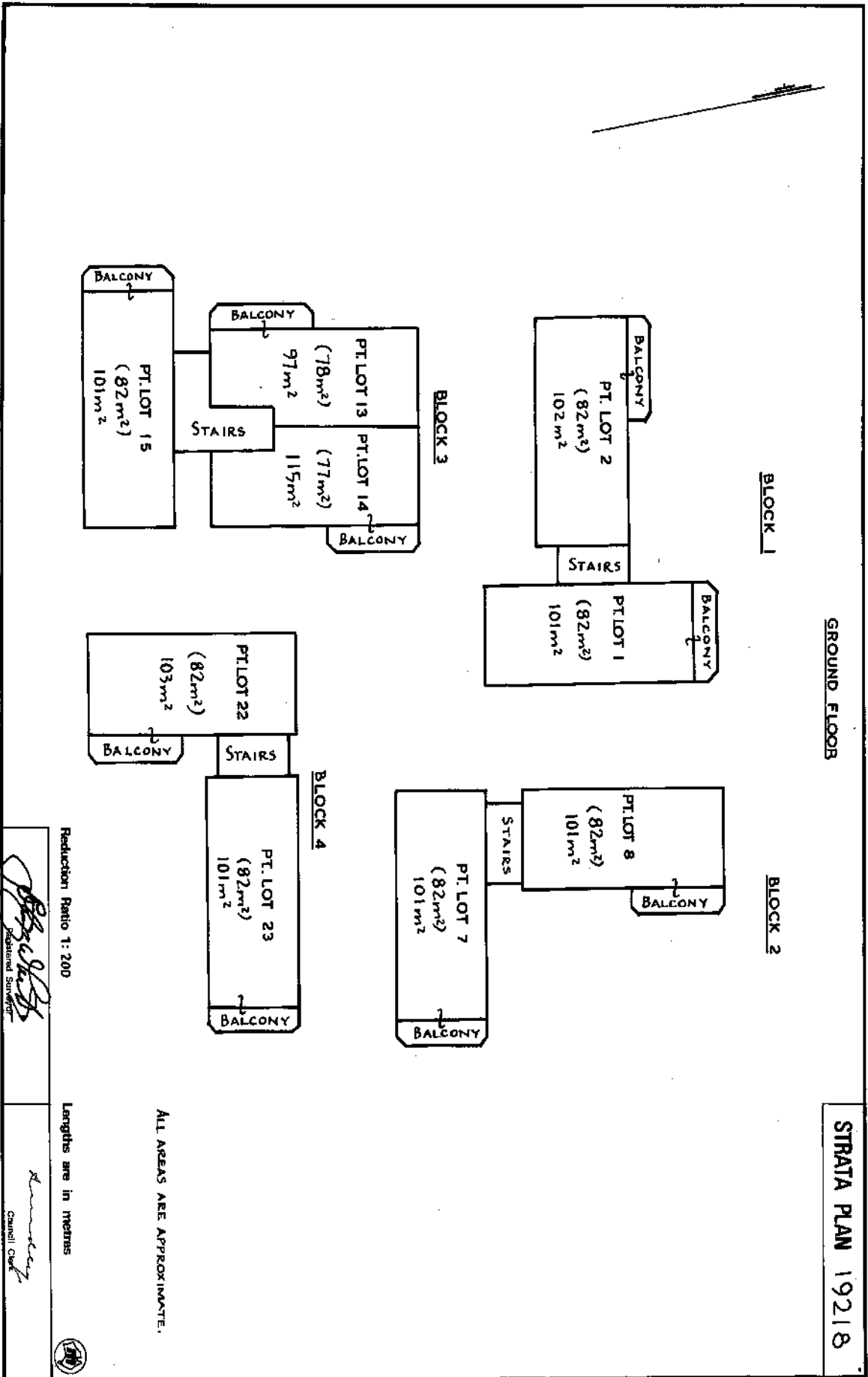
FORM 2

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

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 86477



OFFICE USE ONLY

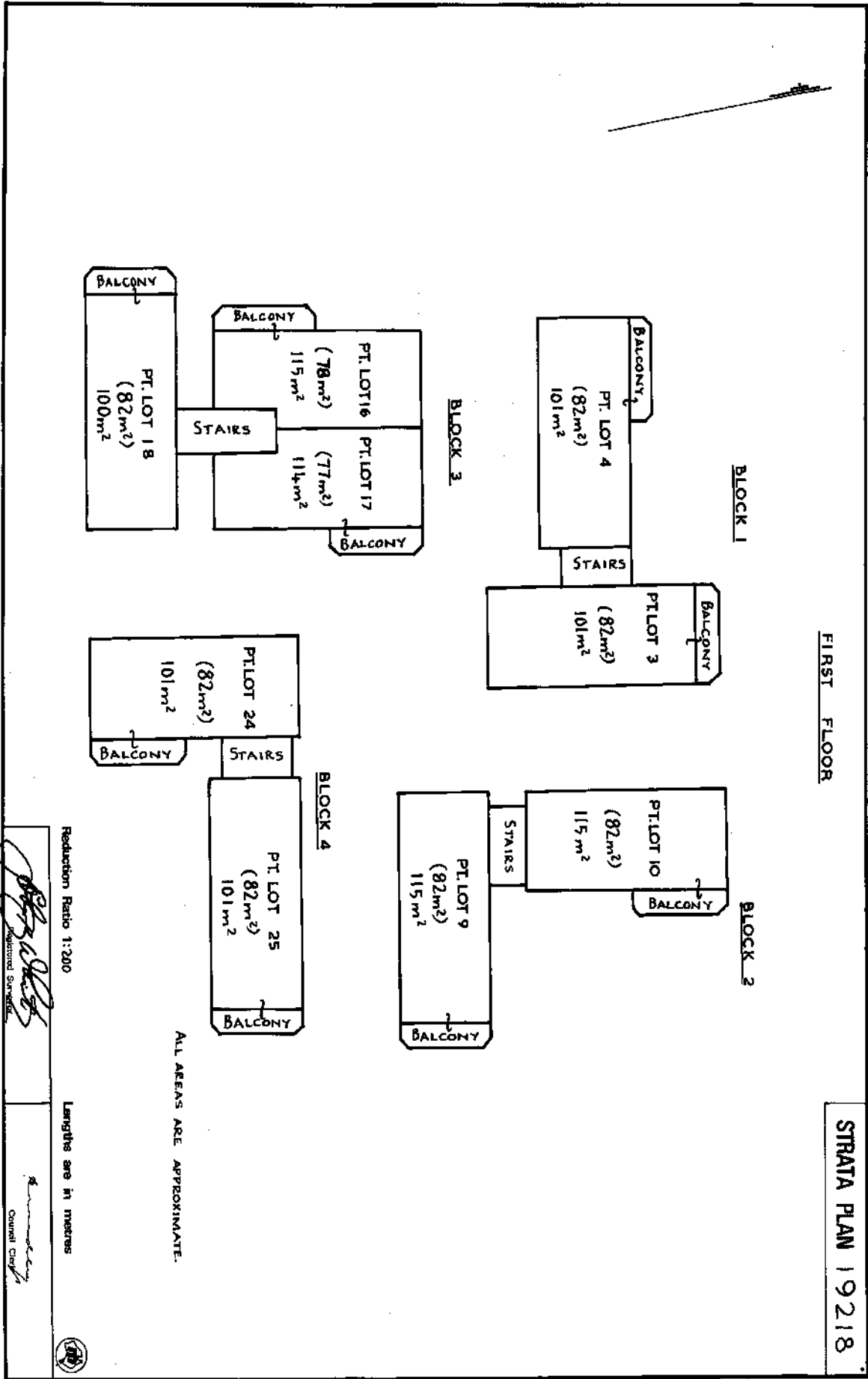
AT 8/15/01 92.

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FIRST FLOOR

Sheet No. 5 of 8 Sheets
STRATA PLAN 19218



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 SURVEYOR'S REFERENCES: 86477

[Signature]
 Council Clerk



OFFICE USE ONLY

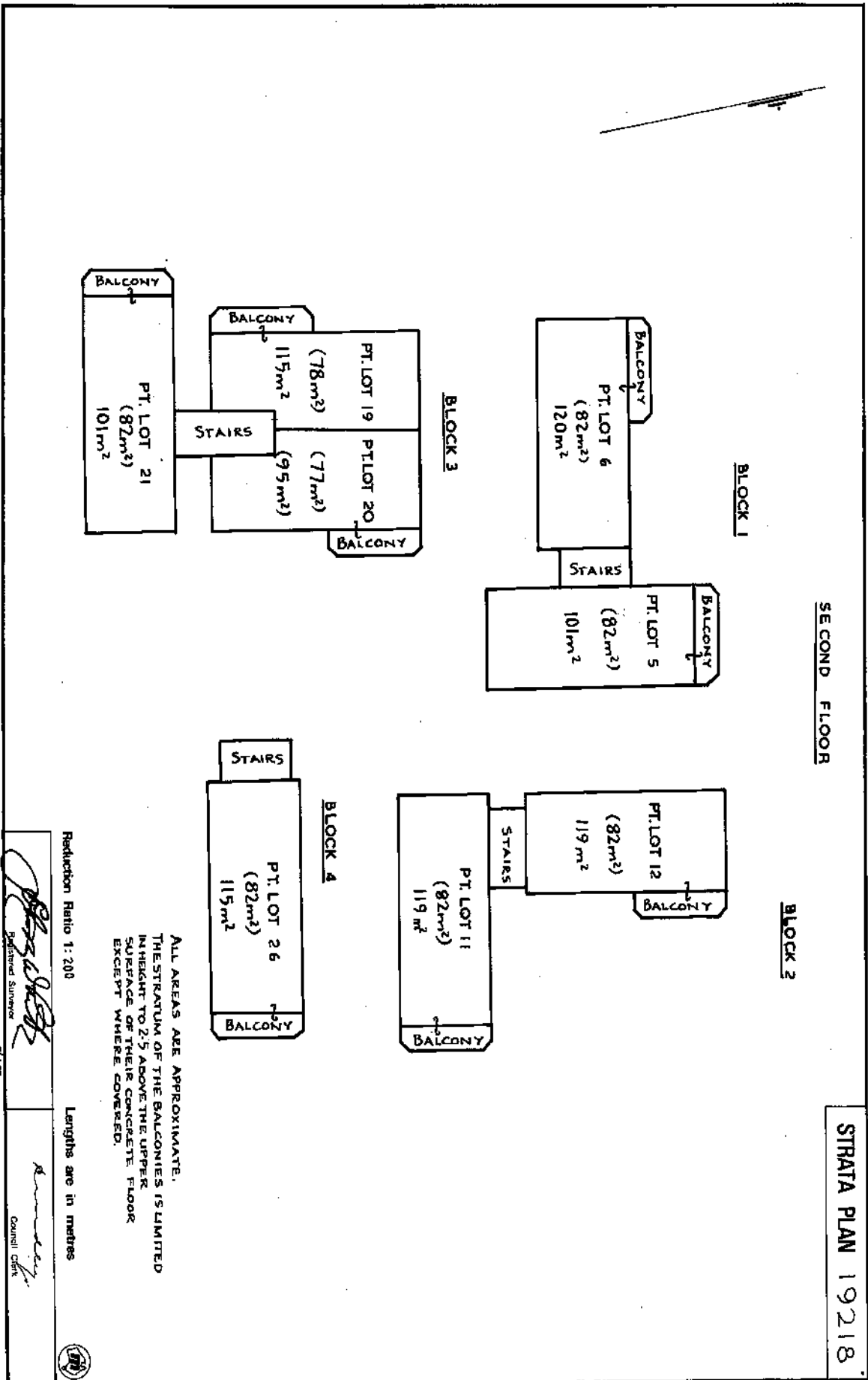
8/15/01 92

FORM 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 8 Sheets

STRATA PLAN 19218



Reduction Ratio 1:200

Lengths are in metres

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.

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: BK47



OFFICE USE ONLY

FORM 2

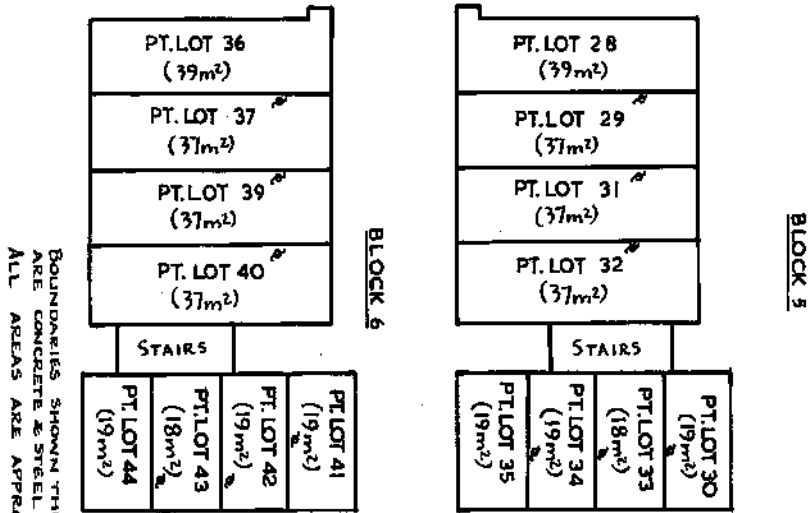
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 7 of 8 Sheets

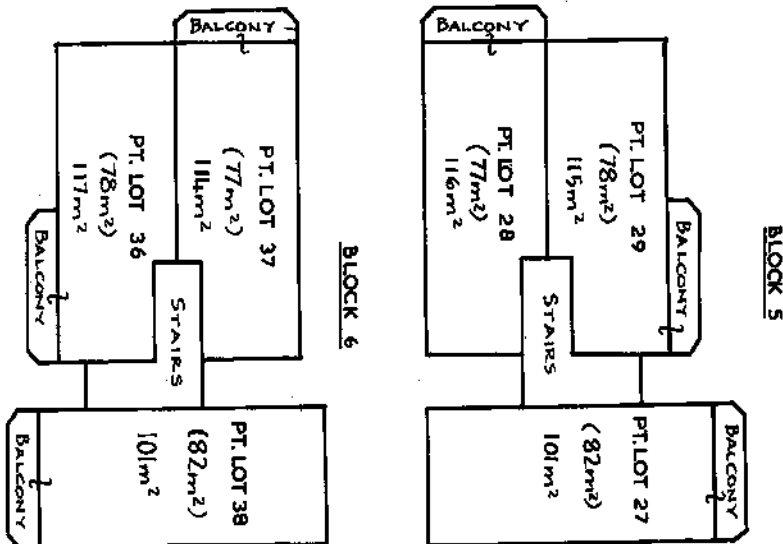
STRATA PLAN 19218

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: B4477

[Signature]
 Council Clerk



OFFICE USE ONLY

27 21.501 09

FORM 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 8 Sheets

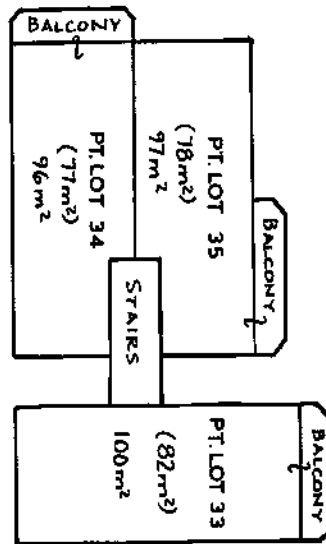
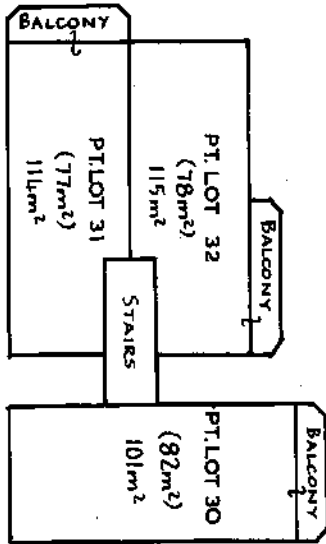
STRATA PLAN 19218

FIRST FLOOR

SECOND FLOOR

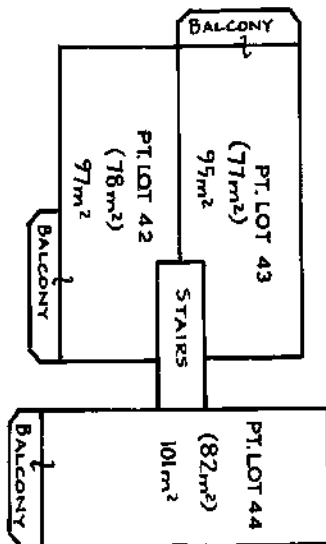
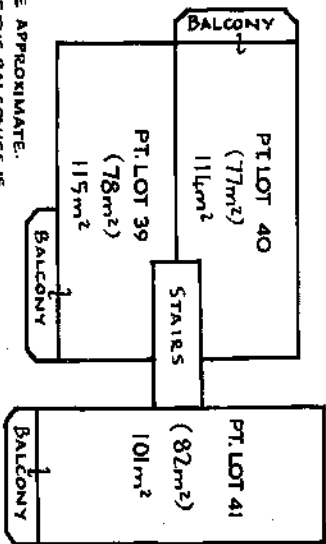
BLOCK 5

BLOCK 5



BLOCK 6

BLOCK 6



ALL AREAS ARE APPROXIMATE.
 THE STRATA PLAN OF THIS BUILDING IS LIMITED IN HEIGHT TO 2.5 METRES.
 THE UPPER SURFACE OF THE CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 84477



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act:
Real Property Act 1900



AP456319S

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

(A) TORRENS TITLE	For the common property CP/SP 19218	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any STRATA ADVISORY SERVICES PO BOX 415 EPPING NSW BC 1710 T: 0400250525 Reference: B0286.1
	CODE CH	

- (C) The Owners-Strata Plan No. 19218 certify that a special resolution was passed on 21/5/2019
- (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-LAW 2
 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. 19218 was affixed on 31st 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: LCC STRATA MANAGER

Annexure A referred to in Consolidation/Change of By-Laws for Strata Scheme 19218

PART 1 PREAMBLE

- 1.1 Section 134 (3) of the Strata Schemes Management Act 2016 (the "Act") provides that the by-laws in force for a strata scheme that was in existence before the commencement of the Strata Schemes Management Act 1996 (the "1996 Act") (namely, 1 July 1997) are the by-laws set out in the regulation for the purpose of that section, including any changes to the by-laws made in accordance with that Act or in accordance with this Act.
- 1.2 By virtue of the registration of Strata Plan 19218 on 14 September 1982, the strata scheme was created and a body corporate was duly constituted as the Owners Corporation.
- 1.3 Clause 35 of the Strata Schemes Management Regulation 2016 (the "2016 Regulation") provides that, for the purpose of section 134 (3) of the Act, the by-laws for a strata scheme that was in existence before the commencement of the 1996 Act are the by-laws set out in Schedule to that regulation.
- 1.4 By-Laws 1 to 19 inclusive (set out in Schedule 2 to the 2016 Regulation (the "Schedule 2 By-laws")) were the by-laws in force for the strata scheme.
- 1.5 At an annual general meeting held on 8 May 2018, the Owners Corporation repealed the Schedule 2 By-laws.
- 1.6 At the same meeting the Owners Corporation adopted the model by-laws set out in Schedule 3 to the 2016 Regulation (the "2016 Model By-Laws"). Option A for the keeping of animals and option A for smoking were selected, respectively.
- 1.7 In addition, it made a by-law, being special by-law 1, adding to the by-laws applicable to the strata scheme. That by-law related to a past and future works approval programme.
- 1.8 Special by-law 1 was subsequently registered by virtue of registered dealing AN712259.
- 1.9 At the annual general meeting held on 21st May 2019, the Owners Corporation made a by-law, being special by-law 2, adding to the by-laws for the strata scheme. It related to the recovery of costs.
- 1.10 The 2016 Model By-laws and special by-laws 1 and 2 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
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By-Law 2:	Changes to common property	2
By-Law 3:	Damage to lawns and plant on common property	3
By-Law 4:	Obstruction of common property	3

By-Law 5:	Keeping of animals	3
By-Law 6:	Noise	3
By-Law 7:	Behaviour of owners, occupiers and invitees	3
By-Law 8:	Children playing on common property	4
By-Law 9:	Smoke penetration	4
By-Law 10:	Preservation of fire safety	4
By-Law 11:	Storage of inflammable liquids and other substances and materials	4
By-Law 12:	Appearance of lot	4
By-Law 13:	Cleaning windows and doors	5
By-Law 14:	Hanging out of washing	5
By-Law 15:	Disposal of waste – bins for individual lots	5
By-Law 16:	Disposal of waste – shared bins	6
By-Law 17:	Change in use or occupation of lot to be notified	6
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Special By-Law 1:	Past and future works approval programme	8
Special By-Law 2:	Recovery of costs	23

PART 3 BY-LAWS

1. Vehicles

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

2. Changes to common property

- 1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) Any locking or other safety device for protection of the owner's lot, against intruders or to improve safety within the owner's lot, or
 - (b) Any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) Any structure or device to prevent harm to children.

- 2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that service the lot.

3. Damage to lawns and plants on common property

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

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

4. Obstruction of common property

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

5. Keeping of animals

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

6. Noise

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

7. Behaviour of owners, occupiers and invitees

- 1) An owner or occupier of a lot, or invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave

in a manner likely to cause offence or embarrassment to the owner or occupier of any other lot or to any person lawfully using common property.

- 2) An owner or occupier of a lot must take all responsible steps to ensure that invitees of the owner or occupier:
 - (a) Do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of any other lot or any person lawfully using common property, and
 - (b) Without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

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

9. Smoke penetration

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

10. Preservation of fire safety

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

11. Storage of inflammable liquids and other substances and materials

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

12. Appearance of lot

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

13. Cleaning windows and doors

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

14. Hanging out of washing

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

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

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

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

- 8) The owners corporation may give directions for the purpose of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- 9) In this by-law:
 - Bin** includes any receptacle for waste.
 - Waste** includes garbage and recyclable material

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

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

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

- 1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- 2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- 3) The notice must be given in writing at least 21 days before the change or a lease or sublease commence.

18. Compliance with planning and other requirements

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

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

PART 1

PREAMBLE

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

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Application Form** means the forms attached at **Annexure "A" (FUTURE WORKS)** or **Annexure "B" (PAST WORKS)** or as the strata committee may otherwise approve from time to time.
- (c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (d) **Building** means the building situated at 138-140 Moore Street, Liverpool.
- (e) **Cosmetic Works** means:

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



- (xii) installing ceiling insulation,
- (xiii) installing false ceilings.
- (l) **Lot** means any lot in strata plan 19218.
- (m) **Owner** means the owner of the Lot.
- (n) **Owners Corporation** means the body corporate constituted by the registration of strata plan 19218.
- (o) **Past Major Works** means works that required penetration to or removal of common property floors, walls and ceilings including works of a structural nature, the installation of air-conditioning, hot water systems, security/alarm systems, shutters and any additions to the common property, for example, pergolas and vergolas, whirly birds, solar panels, skylights and satellite dishes, television cables and antennae (and which are not Past Minor Works).
- (p) **Past Minor Works** means works that did not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting and replacing carpet.
- (q) **Past Works** means Past Major Works or Past Minor Works carried out to Lot and common property without prior written approval by the Owners Corporation.
- (r) **Regulation** means the Strata Schemes Management Regulation 2016.
- (s) **Strata Plan** means 19218 registered on 14 September 1982.
- (t) **Strata scheme** means the strata scheme created by the registration of the Strata Plan.
- (u) **Works** means Major Works or Minor Renovations to be carried out to Lot and common property and include future and past Works.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorized by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws in force for Strata Plan 19218 and this by-law, the provisions of this by-law shall prevail.

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

PART 3
CONDITIONS

3.1 Strata Committee Approval

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

3.2 Works

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

3.2.1 Cosmetic Works

- (a) Subject to paragraph (b) of this clause, an Owner may carry out Cosmetic Works without the approval of the Owners Corporation;
- (b) If the Cosmetic Works affect the common property or the amenity of the Building or concerns or impacts upon the appearance of the Building, including but not limited to a breach of by-law 12, then the Owner must inform the Owners Corporation in writing of the nature of the works being carried out.
- (c) When carrying out Cosmetic Works, an Owner must ensure that any damage caused to any part of the common property by the performance of those works by or on behalf of the Owner is repaired and that such work or any repairs are carried out in a competent and proper manner.

3.2.2 Future Minor Renovations

- (a) If the strata committee determines the works to be Future Minor Renovations, an Owner may carry out the Future Minor Renovations with the written consent of the Owners Corporation subject to clause 3.2.2(b).
- (b) The Owners Corporation may impose further conditions in addition to those provided for by this by-law with respect to carrying out the Future Minor Renovations and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The conditions may include the making of a Future Works By-Law. In this regard clause 3.2.3 shall apply. The Owner must comply with any conditions imposed.

3.2.3 Future Major Works

- (a) If the strata committee determines that works to be carried out are Future Major Works, the Owner must:
 - (i) submit a complete proposal concerning the Future Major Works including but not limited to:
 - (A) plans and specifications of the proposed works;
 - (B) specifications for any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (C) a diagram depicting the location of or proposed installation points of all parts of the Future Major Works;
 - (D) engineering plans and certifications if requested by the strata committee and/or the Owners Corporation;

- (E) any necessary approvals/consents/permits from any Authority; and
 - (F) a report from an engineer nominated by the strata committee and/or the Owners Corporation concerning the impact of the Future Major Works on the structural integrity of the Building and Lot and common property (if required);
- (ii) prepare and submit to the Owners Corporation:
- (A) a new by-law under the Act, to amend the definition of "Works", "Lot" and include a new definition of "Plans" to cover the specific scope of the works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privileges; and
 - (B) the owner's written consent to:
 - (i) the making of the by-law; and
 - (ii) be responsible for the proper maintenance, repair and replacement of the Future Major Works,
 - (C) other owners' written consents to the making of the by-law, if required,
- such by-law attached at **Annexure "C" (Future Works By-Law)** and form of consent attached at **Annexure "E" (Consent)** need to be prepared substantially and to be considered at a general meeting of the Owners Corporation;
- (iii) pay for all costs of the Owners Corporation including:
- (A) legal fees for reviewing the proposal;
 - (B) fees for convening any meeting to consider the proposal;
 - (C) any other reasonable fees required to consider the proposal including, but not limited to, strata management or engineering fees; and
 - (D) registration fees for the by-law contemplated in clause 3.2.3(a)(ii);
 - (E) if requested, a dilapidation report prepared by a structural engineer having reviewed the Future Major Works in relation to any area of the Building (including any lot and common property) that may be affected by the Future Major Works. The dilapidation report must be in writing and shall include photographs of the relevant areas; and
 - (F) obtain written consent to the date for the commencement of the Future Major Works from the strata committee upon satisfaction of its obligations in clause 3.2.3(a) above. For clarity, no Future Major Works may be commenced unless and until the by-law referred to in clause 3.2.3(a)(ii) is passed by special resolution at a duly convened general meeting of the Owners Corporation; and
- (b) Upon receipt of a by-law under clause 3.2.3(a)(ii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law. Such conditions to include, but not limited to, those set out in clauses 3.2.4 to 3.2.6 (inclusive) and 3.4 to 3.10 (inclusive).

3.2.4 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 regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and

- (b) the suitable times and method for contractors to park their vehicles on common property while the Works are being conducted.

3.2.5 During construction

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

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current National Construction Code and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours permitted by local council. No Works are to be carried out on a Sunday or a public holiday unless they are silent works (for example, painting);
- (e) transport all construction materials, equipment and debris as reasonably direction by the Owners Corporation;
- (f) not allow tradespersons and contractors at any time to park on common property without the prior written approval of the strata managing agent;
- (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 at least forty-eight (48) hours prior written notice of any noisy works (e.g. jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation. It is acknowledged that more than one inspection may be required;
- (m) effect and maintain Insurance;
- (n) observe all the other by-laws in force for the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the written consent of the Owners Corporation.

3.2.6 After construction

- (a) After the Works have been completed the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the Works have been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
 - (iii) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
 - (iv) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to

rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

- (v) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
 - (vi) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consent provided pursuant to this by-law.
- (b) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.2.6(a)(i)-(iv) immediately above have been complied with.

3.3 Past Works

- (a) If any works have been carried in a Lot or adjacent to a Lot by an Owner or a previous Owner, the Owner must lodge a completed Application Form for Past Works attached at Annexure "B". The form must include in detail the works which have been undertaken.
- (b) Upon receipt of the Past Works Application Form, the strata committee shall determine whether the works are Past Minor Renovations or Past Major Works. In order to make such determination, the strata committee may request the Owner to provide additional detail of the works carried out, including plans, specifications and engineer's report or certification, or any other information or report as it deems appropriate.
- (c) The strata committee shall inform the Owner of the determination in writing.
- (d) If the strata committee determines the works to be Past Minor Renovations, the works may be given retrospective written approval to retain the works.
- (e) Notwithstanding clause 3.3(d), the Owners Corporation retains the right to impose further conditions relating to the retention of the Past Minor Renovations and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The conditions may include the making of a Past Works By-Law. In this regard clause 3.3.2 shall apply. The Owner must comply with any conditions imposed.

3.3.2 Past Major Works

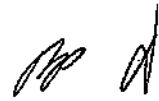
- (a) If the strata committee determines the works are Past Major Works, the Owner must prepare and submit to the Owners Corporation:
 - (i) a new by-law under the Act, to amend the definition of "Past Works", "Lot", and include a new definition of "Plans" to cover the specific scope of works carried out and Part 1 to confer rights of exclusive use and enjoyment and special privileges; and
- (b) the Owner's written consent to:
 - (i) the making of the by-law; and
 - (ii) be responsible for the proper maintenance, repair and replacement of the Past Works from the date the by-law contemplated in clause 3.3.2(a)(i) of this by-law is registered.

Such Past Works by-law attached at Annexure "D" and form of consent attached at Annexure "E" must be substantially prepared and considered at a general meeting of the Owners Corporation.

3.4 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;



- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) relating to fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (d) relating to air-conditioning, must have a new condenser unit (external) that:
 - (i) is mounted on vibration pads in a location so as to minimize noise and vibration;
 - (ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation);
 - (iii) has an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the Building; and
 - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
 - (v) is not visible from the street; and
 - (vi) is not installed through or attached to windows;
- (e) relating to hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and must not have a weighted standardized impact sound pressure level exceeding rating 35 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

3.5 Statutory and other requirements

3.5.1 The Owner must:

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

3.5.2 The Works must:

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

3.6 Enduring rights and obligations

3.6.1 An Owner must:

- (a) not carry out any alterations or additions or do any works other than the Works approved by the Owners Corporation;
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;

- (d) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good the damage immediately after it has occurred;
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (i) without derogating from the generality of clause (h) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of this clause 3.6.

3.6.2 If the dilapidation report referred to in 3.2.3(a)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lot.

3.7 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;
- (b) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (d) recover any costs from the Owner as a debt due.

3.8 Essential Works

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

3.9 Ownership of Works

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

3.10 Applicability

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

Annexure "B – PAST WORKS'

STRATA PLAN 19218

PAST WORKS APPLICATION FORM

Use this form if you (or the previous owner) undertake building works or renovations within your apartment. This form is to be construed according to the conditions outline in the SPECIAL BY-LAW NO 1 FOR PAST AND FUTURE WORKS APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form.

OWNERS NAME _____ UNIT/LOT NUMBER CONTACT _____

CONTACT TELEPHONE (list all)

EMAIL

LOCATION: KITCHEN BATHROOM TOILET HALLWAY
 LIVING ROOM BEDROOM OTHER

WORK

INVOLVES: PAINTING TILING FLOOR SURFACES
 CEILING AIRDUCTS FIRE SPRINKLERS
 PLUMBING MASONRY WALL REMOVAL/PENETRATION
 ELECTRICAL
 COMMON PROPERTY ALTERATION OTHER

PLEASE ATTACH DESCRIPTION OF INTENDED WORKS

AND EITHER: PLAN BY ARCHITECT (if available)

ROUGH PLAN/ DIAGRAM (provided by owner)

I the undersigned hereby warrant that I have read the Special By-Law No 1 for Past and Future Works Approval Programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: _____ DATE: _____

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL	ALTERATIONS:
As the work applied for entailed the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.	
OWNERS SIGNATURE:	..DATE..

CEILING	CAVITY	ALTERATIONS:
As the work applied for entailed the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.		
OWNERS SIGNATURE:	..DATE..	

HARDFLOORING	IN	DESIGNATED	AREAS:
As the work applied for entailed the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.			
OWNERS SIGNATURE:	..DATE..		

"Annexure C – FUTURE WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, THAT The Owners – Strata Plan No. 19218 (the "Owners Corporation") SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* (the "Act") for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

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

SPECIAL BY-LAW NO < >

Works Lot < >

PART 1

CONFERRAL OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

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

PART 3

DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of the Special By-Law 1, the following definitions are also adopted:
- (a) "Future Major Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:
- (i) _____; and
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
- all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) "Lot" means _____ in strata plan 19218.
- (c) "Plans" means the plans/drawing prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

Annexure "D – PAST WORKS"

MOTION < >

THAT The Owners – Strata Plan No. 19218 (the "Owners Corporation") **SPECIALLY RESOLVES** pursuant to section 106(3) of the *Strata Schemes Management Act 2015* (the "Act") THAT:

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

MOTION < >

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

SPECIAL BY-LAW NO < >

Past Works Lot < >

PART 1

PREAMBLE

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

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (c) **Building** means the building situated at 138-140 Moore Street, Liverpool.
 - (d) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
 - (e) **Lot** means lot ____ in strata plan 19218.
 - (f) **Past Works** means the works to the Lot and the common property carried out as shown on the Plan.
 - (g) **Plan** means the plans and/or drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

- 14 -

- (h) **Owner** means the owner(s) of the Lot.
- (i) **Owners Corporation** means the body corporate constituted by the registration of strata plan 19218.
- (j) **Works** means Past Minor Renovations and/or Past Major Works.

PART 3

CONFERRAL OF RIGHT

- 3.1 Notwithstanding anything contained in any by-law in force for the strata scheme, the Owner has:
- a) a right of exclusive use and enjoyment of those parts of the common property concerned by the Past Works; and
 - b) the special privilege to retain the Past Works
- subject to the terms and conditions contained in this by-law.

PART 4

APPLICATION OF SPECIAL BY-LAW

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

Annexure "E"

**CONSENT UNDER SECTION 143(1)
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 19218
138-140 Moore Street, LIVERPOOL**

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

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

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

Dated:

Signature of _____

Owner of Lot _____

cc. The Owners – Strata Plan No. 19218



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 19218.
- 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 19218.
- 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.

Page 28 of 29

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.



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

PLAN: ~~SP 19218~~ ^{SP19218} (E) PART I
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

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Lot 6 in DP 247971 Common Property	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

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Lot 6 in DP 247971 Common Property	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

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Lot 6 in DP 247971 Common Property	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

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Lot 6 in DP 247971 Common Property	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 PRIDLEY
who is personally known to me: *R. Thomas Pridley*
THE TOWN CLERK OF THE CITY OF LIVERPOOL

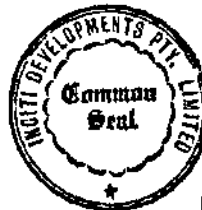
The Common Seal of:-
MERITON APARTMENTS PTY. LIMITED
was hereto affixed by authority of the
Board of Directors in the presence of:-

S Banel
SECRETARY



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

S Banel
SECRETARY



[Signature]
DIRECTOR

[Signature]
DIRECTOR

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88, CONVEYANCING ACT,
1999, LODGED 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



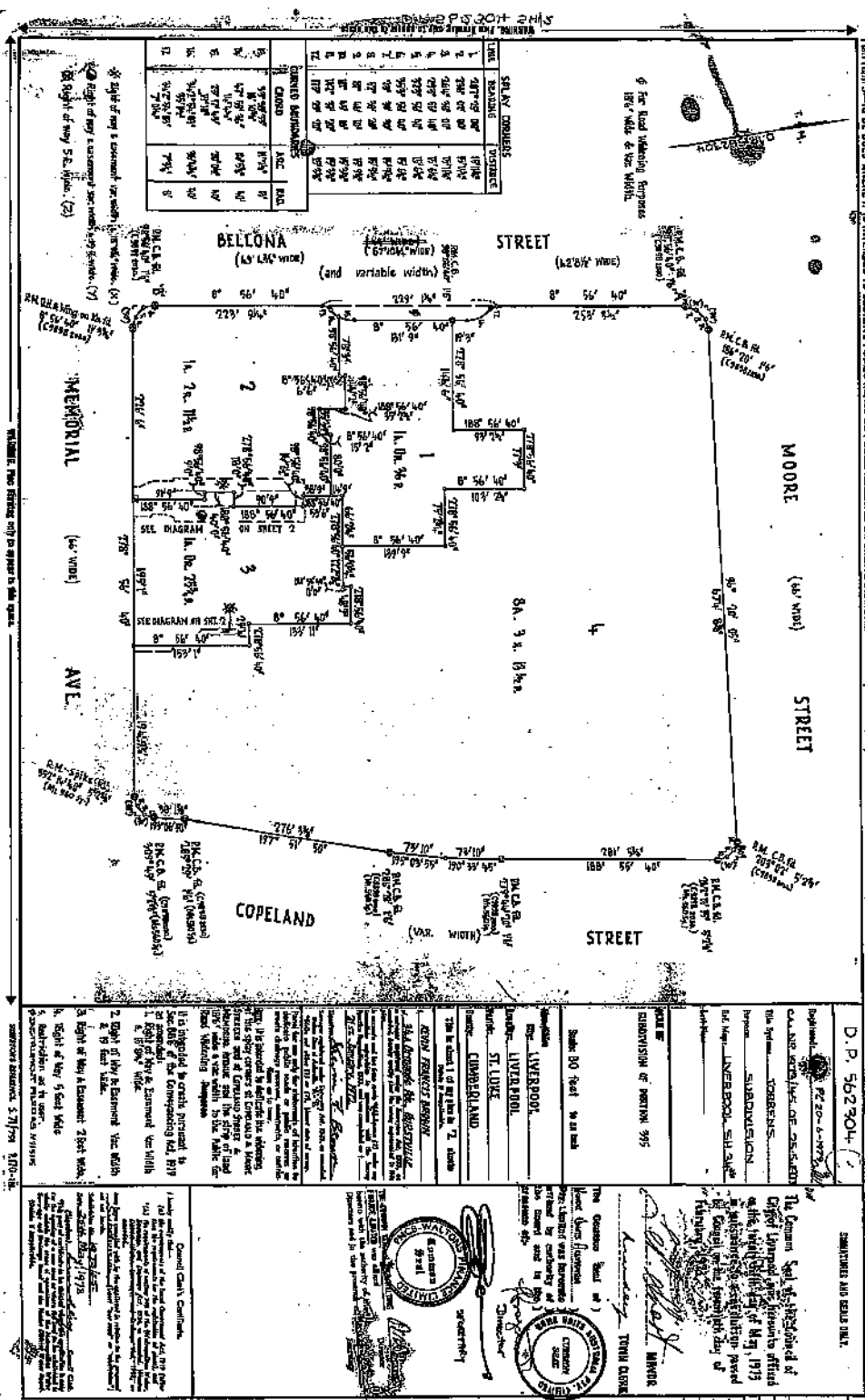
[Signature]
DIRECTOR

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



PLAN FOUR 3- TO BE USED WHERE IT IS INTENDED TO INDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DIVISIONS, RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USE.



1. Each lot under this plan is intended to be a permanent residential lot.
 2. This plan is a preliminary plan and is subject to change without notice.
 3. This plan is a preliminary plan and is subject to change without notice.
 4. This plan is a preliminary plan and is subject to change without notice.
 5. This plan is a preliminary plan and is subject to change without notice.
 6. This plan is a preliminary plan and is subject to change without notice.
 7. This plan is a preliminary plan and is subject to change without notice.
 8. This plan is a preliminary plan and is subject to change without notice.
 9. This plan is a preliminary plan and is subject to change without notice.
 10. This plan is a preliminary plan and is subject to change without notice.

Johnson

D.P. 562304
 4 UNITS SUBDIVISION

Subdivided from DP 562304
 by the Registrar-General
 on 10/09/92

Subdivided from DP 562304
 by the Registrar-General
 on 10/09/92

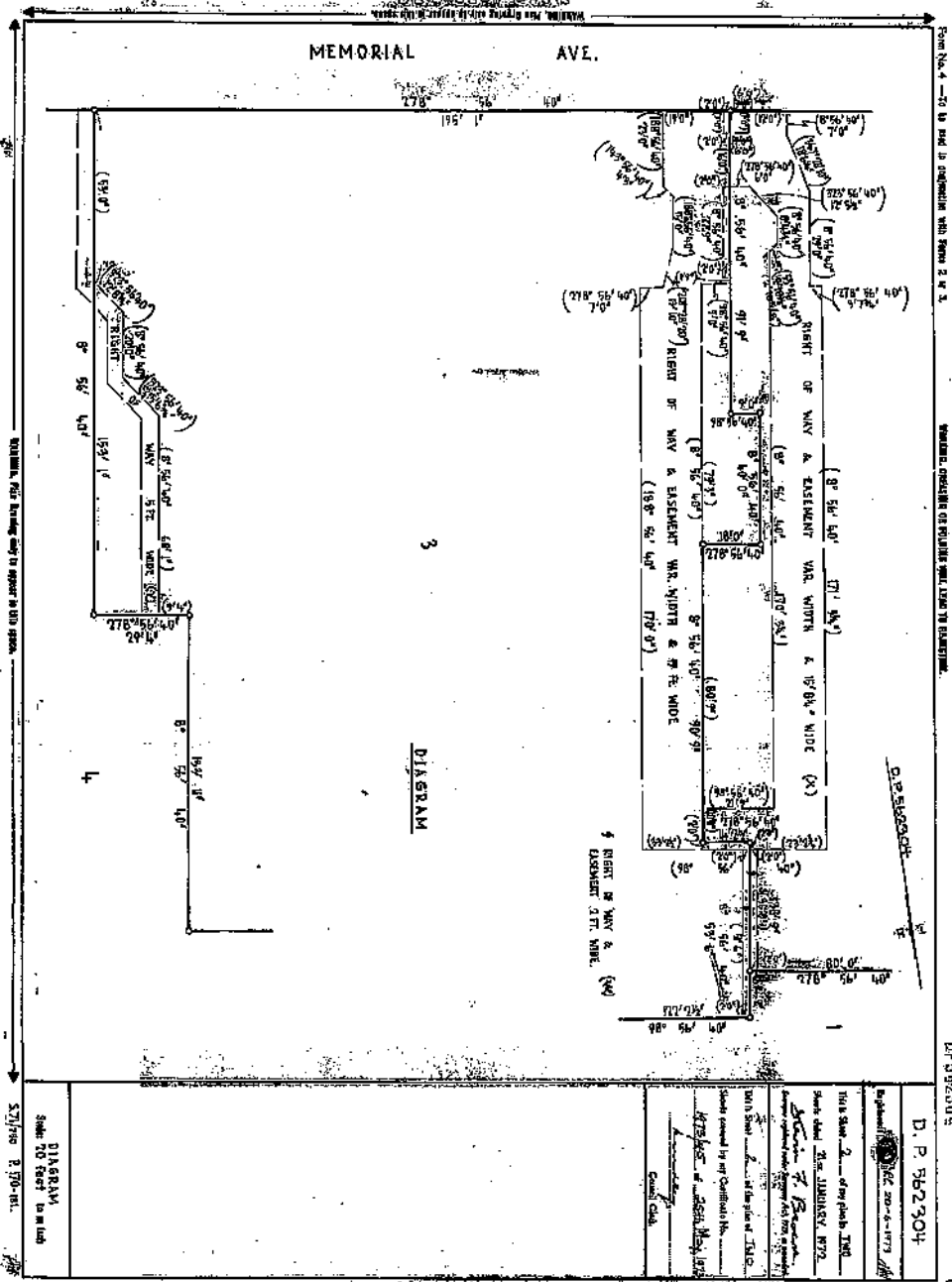
Subdivided from DP 562304
 by the Registrar-General
 on 10/09/92

Subdivided from DP 562304
 by the Registrar-General
 on 10/09/92

LOT	AREA (SQ M)	AREA (SQ FT)	PERCENTAGE OF TOTAL AREA
1	1,234	13,350	15.2
2	1,567	16,950	18.5
3	1,890	20,450	22.3
4	2,123	22,850	24.5
TOTAL	7,814	84,600	100.0

DEPARTMENT	DATE	DESCRIPTION	AMOUNT
REGISTRATION	10/09/92	REGISTRATION FEE	1,234
REGISTRATION	10/09/92	REGISTRATION FEE	1,567
REGISTRATION	10/09/92	REGISTRATION FEE	1,890
REGISTRATION	10/09/92	REGISTRATION FEE	2,123
TOTAL			7,814

DEPARTMENT	DATE	DESCRIPTION	AMOUNT
REGISTRATION	10/09/92	REGISTRATION FEE	1,234
REGISTRATION	10/09/92	REGISTRATION FEE	1,567
REGISTRATION	10/09/92	REGISTRATION FEE	1,890
REGISTRATION	10/09/92	REGISTRATION FEE	2,123
TOTAL			7,814



From No. 4 — to be read in conjunction with Form 2 & 3.

MEMORIAL, CHAIRMAN OF ROUTES WILL LEAD TO EASTWARD.

DP562304

D. P. 562304

Diagram
 Scale: 50 meters to a cent
 S 27° 15' 00" E 870.00 m

DIAGRAM

3

I, Jeffery Howard Mason, Registrar-General for New South Wales, certify that this register is a photographic reproduction of a permanent record of a document in accordance with the provisions of the Act.

J. Mason



DP 562304 SH 272	COMMONWEALTH METRE	
	FEET	METRES
1	10 3/4	6.452
2	12 3/4	6.452
3	10 3/4	6.452
4	12 3/4	6.452
5	10 3/4	6.452
6	12 3/4	6.452
7	10 3/4	6.452
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98	12 3/4	6.452
99	10 3/4	6.452
100	12 3/4	6.452



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

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

10 20 30 40 50 60 70 80 90 100 110 120 130 140

N 31511

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

PLAN: DP562304

Part 1

Subdivision of Land Grant Volume 1158 Folio 21 covered by Council Clerk's Certificate No. 45 of 1973.

Hereby Australia Pty Ltd (formerly Home Values 15 Bank Street, Sydney, 2000.

NOTE HAVE AND ADDRESS OF THE REGISTERED OWNER OF THE LAND:

IDENTIFY OF EASEMENT OR RESTRICTION FORMERLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Right-of-way and Easement 15 feet wide.

SCHEDULE OF LOANS AFFECTED

1. Lots Burdened

2

Lots Benefited

3

IDENTIFY OF EASEMENT OR RESTRICTION FORMERLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Right-of-way and Easement variable width and 15 feet wide.

SCHEDULE OF LOANS AFFECTED

1. Lots Burdened

3

Lots Benefited

2

IDENTIFY OF EASEMENT OR RESTRICTION FORMERLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Right-of-way and Easement 2 feet wide.

Handwritten signature

Handwritten signature

Handwritten notes and signatures

PLAN

N 315115

INSTRUMENT COVERED BY DOC NO. 45 OF 1973 Sheet 2 of 5 Sheets

DP562304

Lots Burdened

2

Lots Benefited

3

IDENTIFY OF EASEMENT OR RESTRICTION FORMERLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Right-of-way 5 feet wide.

SCHEDULE OF LOANS AFFECTED

1. Lots Burdened

3 and 4

Lots Benefited

2

IDENTIFY OF EASEMENT OR RESTRICTION FORMERLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Restriction as to user.

SCHEDULE OF LOANS AFFECTED

1. Lots Burdened

2

Lots of name of Road or Authority Benefited

Council of the City of Liverpool

Council of the City of Liverpool

Part 2

TERMS OF RIGHT OF WAY AND EASEMENT VARIING WIDTH AND 15 FEET AND 50 INCHES WIDE FIRST REFERRED TO IN ABOVE MENTIONED 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 the lot burdened, 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 regress and for all purposes and at all times either a residential flat, or a building under section 3172 of the Local Government Act, 1919, as amended, shall have been issued.

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Handwritten signature

Handwritten signature

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

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

DP562304

EMPHASIS CONTAINED BY COO NO. 45 OF 1973
 SHEET 3 OF 5 SHEETS

N315115

(b) In respect of such residential rate buildings, along that part of the lot burdened and along the strata plan width and 15 feet wide, the lot burdened and from the lot burdened 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, soaks or sewage water) in any quantities into any gutter, pipe or sump in the lot benefited, or on behalf of the lot benefited, in the lot benefited, or in the lot benefited, 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 thereof or together with the right for every such person entitled as aforesaid or authorized as aforesaid, who is or may be or may become, to make any such pipe or pipes or any part thereof, and to remain there for any reasonable time for the purposes of inspecting, cleaning, repairing, maintaining or renewing such pipe 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 the surface as nearly as possible to its original condition.

TERMS OF RIGHT OF WAY AND EASEMENT VARIATION WIDEN 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 registered pursuant to the Conveyancing Act 1906 in which strata plan the easement is or may be created or any part thereof, or any person authorized by law

(a) To go, pass and regress on foot at all times and for all purposes with any 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, soaks or sewage water) in any quantities across the lot benefited or any part thereof, or on behalf of the lot benefited, or in the lot benefited, or in the lot benefited, through the lot benefited and in the above-mentioned 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 thereof or together with the right for every such person entitled as aforesaid or authorized as aforesaid, who is or may be or may become, to make any such pipe or pipes or any part thereof, and to remain there for any reasonable time for the purposes of inspecting, cleaning, repairing, maintaining or renewing such pipe 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

Registrar General

DP562304

EMPHASIS CONTAINED BY COO NO. 45 OF 1973
 SHEET 5 OF 5 SHEETS

N315115

1. Home Data Nurseries Pty. Limited until the 31st day of December, 1980 and thereafter the persons in whom the legal estate in the lot burdened in the title to the lots having a common boundary with the lot in respect of which such restrictions are proposed to be released 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.

THE COMMON SEAL OF HOME DATA NURSERIES PTY. LIMITED

Signed as my President by REIMUND THOMAS THOMAS who is personally known to me:
Reimund Thomas
 Secretary

THE COMMON SEAL OF THE CITY OF LIVERPOOL

Signed as my President by REIMUND THOMAS THOMAS who is personally known to me:
Reimund Thomas
 Secretary

Signed as my President by REIMUND THOMAS THOMAS who is personally known to me:
Reimund Thomas
 Secretary

Term Clerk of the City of Liverpool.



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

DP562304

7121515
SHEET 4 OF 5 SHEETS

PRECAUTIONS TO ENSURE AS LITTLE BURDEN AS POSSIBLE TO THE SURFACE OF THE SAID PLOT 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 TRINCH 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 burdened or any part thereof, or any estate or interest in the lot benefited or any part thereof, in and over the said plot of the lot burdened and over the said street for the purpose of the right of way and easement herein provided, and for the purpose of the right of way and easement herein provided, shall be deemed to be a part of the parcel of such street plan, and every person authorized by him.

(a) to go, pass and regress on foot or on all fours and for all purposes without vehicles to and from the lot benefited or any such part thereof or any such lot in any such street plan;

(b) from time to time and at all times to drain water (whether rain, storm, spring, seepage or sewage water) in any quantities across and (after a pipe or pipes shall have been laid down by or on behalf of the registered proprietor of the lot benefited or any part thereof) that part of the lot burdened and in the street and in the right of way and easement 2 feet wide, or any line of pipes already laid within the said plot of the lot burdened for the purpose of draining therefor and together with the right for every such person entitled as aforesaid or authorized as aforesaid, with any tools, implement or machinery necessary for the purpose, to enter upon the said part of the lot burdened and to remain there for the purpose of the right of way and easement herein provided, and for any cutting or renewing such pipes or for the purpose of the right of way and easement herein provided, and for any such purpose as may be necessary provided that such person shall do so as aforesaid and such person authorized as aforesaid shall do so in 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 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 street plan which may be registered pursuant to the Conveyancing (General Provisions) Act, 1961, in and over the said plot of the lot benefited or any part thereof, and every person authorized by him to go, pass to and from the lot benefited or any such part thereof or any such lot in any such street plan.

TERMS OF RESTRICTIVE COVENANT REFERRED TO IN THE ABOVEMENTIONED PLAN

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

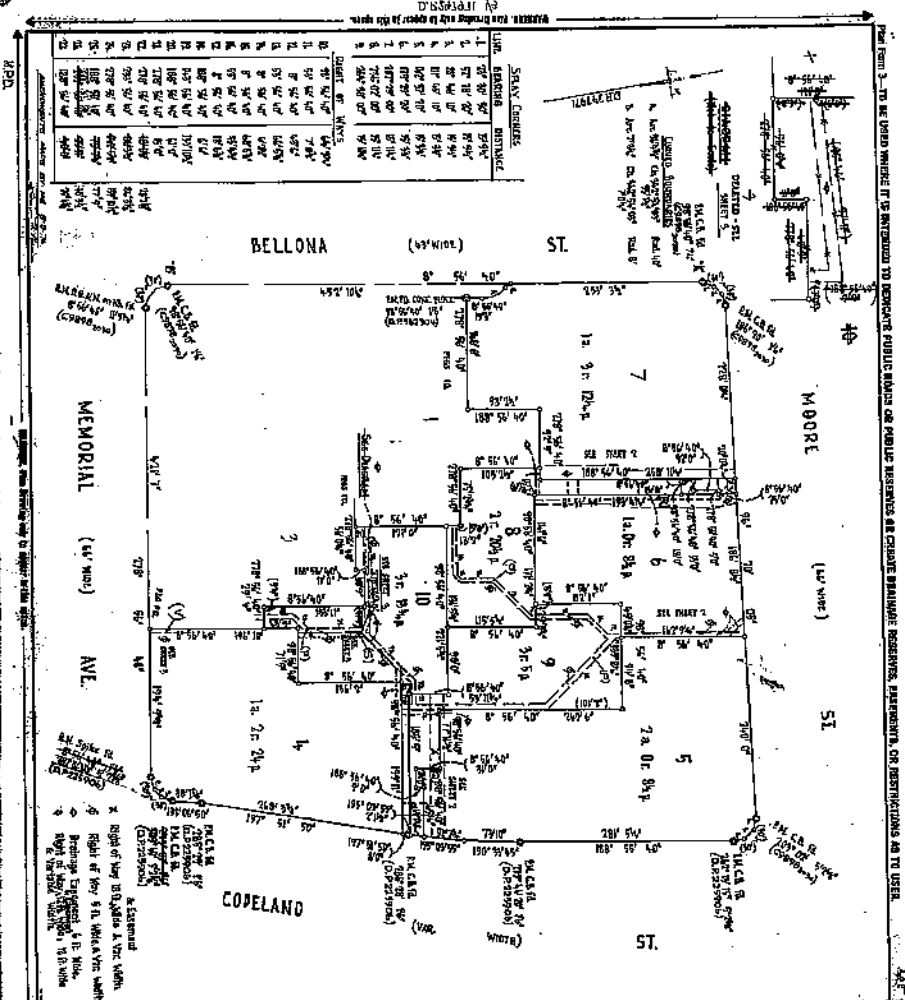
[Handwritten signature]

Instrument pursuant to Regulation 82D Conveyancing Act (Regulation, 1991, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Drafted Plan. 582,804

21. 20-5-1973

N315115

[Handwritten signature]



DP 247971
 1. Right of Way 5m wide
 2. Right of Way 5m wide
 3. Right of Way 5m wide
 4. Right of Way 5m wide
 5. Right of Way 5m wide
 6. Right of Way 5m wide
 7. Right of Way 5m wide
 8. Right of Way 5m wide
 9. Right of Way 5m wide
 10. Right of Way 5m wide

DP 247971

Subdivision of Lot 4 in DP 967504

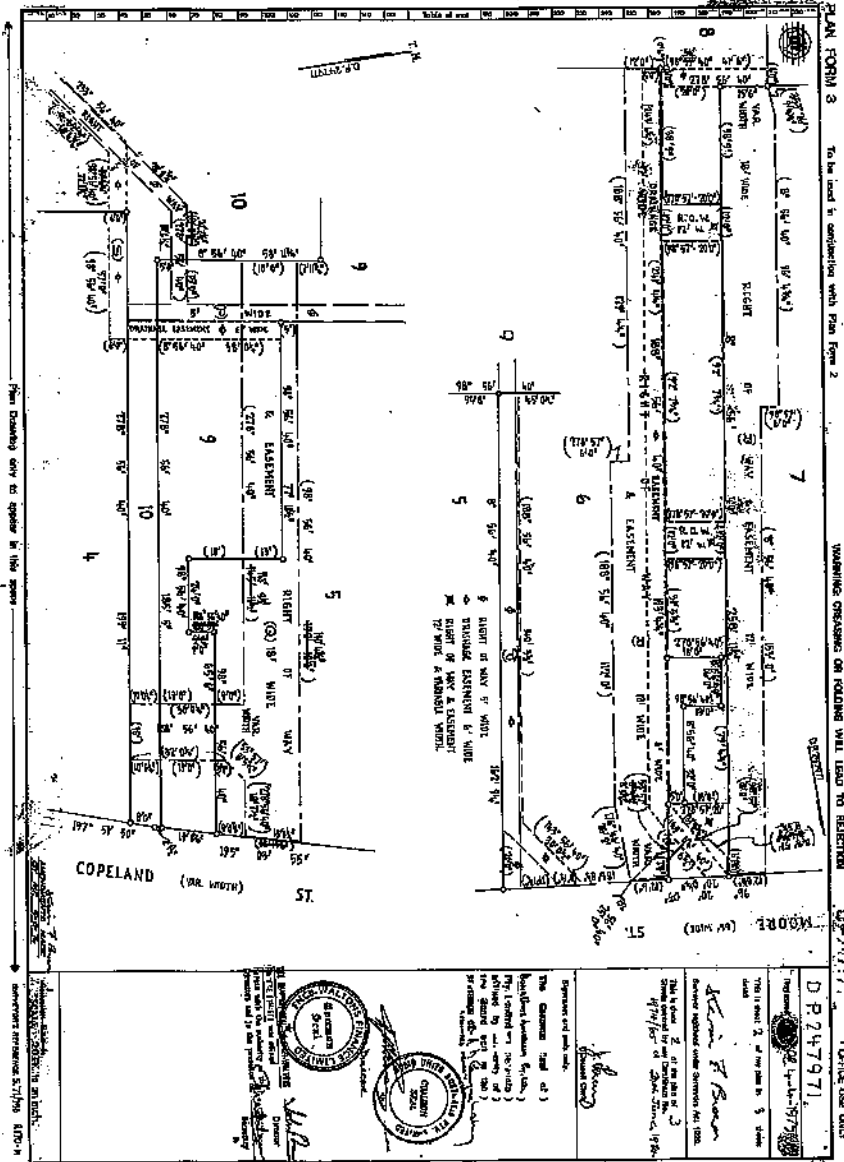
Lot 4, DP 967504

Area: 80 sq m

Use: Residential

Notes: This plan is a subdivision of Lot 4 in DP 967504. The lot is bounded by Moore St to the north, Memorial St to the west, and Copeland St to the south. The lot is shown as a single lot with an area of 80 sq m. The plan is subject to the provisions of the Real Property Act 1900 and the Real Property Act 1936.

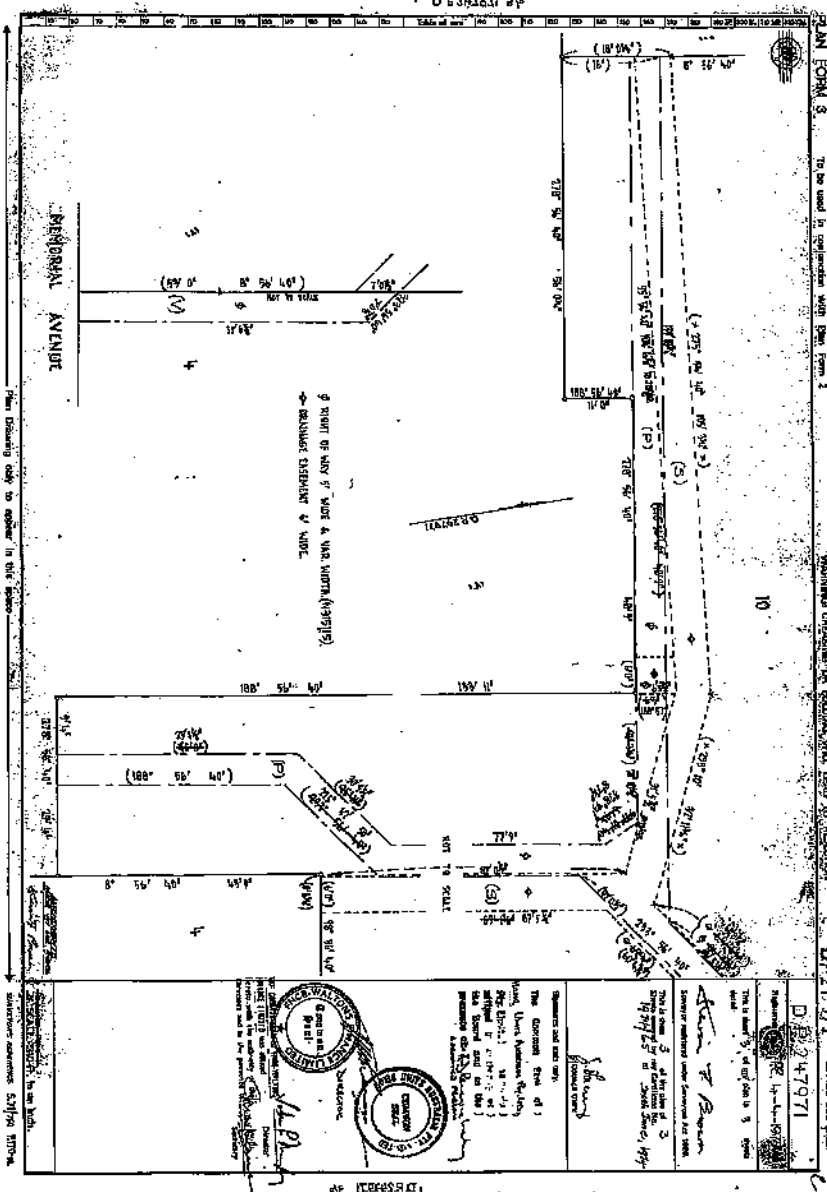
SECTION	AREA (sq m)	PERCENTAGE	REMARKS
1	80.00	100%	Lot 4, DP 967504
2	80.00	100%	Lot 4, DP 967504
3	80.00	100%	Lot 4, DP 967504
4	80.00	100%	Lot 4, DP 967504
5	80.00	100%	Lot 4, DP 967504
6	80.00	100%	Lot 4, DP 967504
7	80.00	100%	Lot 4, DP 967504
8	80.00	100%	Lot 4, DP 967504
9	80.00	100%	Lot 4, DP 967504
10	80.00	100%	Lot 4, DP 967504



1. The Plans, Plans, and Specifications, General for the State of New York, 1984, and the Rules and Regulations of the Department of State, 1984, shall apply to the Plans, Plans, and Specifications, General for the State of New York, 1984, and the Rules and Regulations of the Department of State, 1984.

2

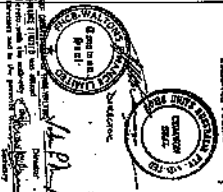
FEET INCHES	DECIMALS
1/8	0.125
1/4	0.250
3/8	0.375
1/2	0.500
5/8	0.625
3/4	0.750
7/8	0.875
1	1.000
1 1/8	1.125
1 1/4	1.250
1 3/8	1.375
1 1/2	1.500
1 5/8	1.625
1 3/4	1.750
1 7/8	1.875
2	2.000
2 1/8	2.125
2 1/4	2.250
2 3/8	2.375
2 1/2	2.500
2 5/8	2.625
2 3/4	2.750
2 7/8	2.875
3	3.000
3 1/8	3.125
3 1/4	3.250
3 3/8	3.375
3 1/2	3.500
3 5/8	3.625
3 3/4	3.750
3 7/8	3.875
4	4.000
4 1/8	4.125
4 1/4	4.250
4 3/8	4.375
4 1/2	4.500
4 5/8	4.625
4 3/4	4.750
4 7/8	4.875
5	5.000
5 1/8	5.125
5 1/4	5.250
5 3/8	5.375
5 1/2	5.500
5 5/8	5.625
5 3/4	5.750
5 7/8	5.875
6	6.000
6 1/8	6.125
6 1/4	6.250
6 3/8	6.375
6 1/2	6.500
6 5/8	6.625
6 3/4	6.750
6 7/8	6.875
7	7.000
7 1/8	7.125
7 1/4	7.250
7 3/8	7.375
7 1/2	7.500
7 5/8	7.625
7 3/4	7.750
7 7/8	7.875
8	8.000
8 1/8	8.125
8 1/4	8.250
8 3/8	8.375
8 1/2	8.500
8 5/8	8.625
8 3/4	8.750
8 7/8	8.875
9	9.000
9 1/8	9.125
9 1/4	9.250
9 3/8	9.375
9 1/2	9.500
9 5/8	9.625
9 3/4	9.750
9 7/8	9.875
10	10.000



1. This Standard Plan, together with the accompanying map, is submitted to the Registrar-General for his approval. I hereby certify that the information contained therein is true and correct to the best of my knowledge and belief.

3

PLAN FORM 3 To be used in conjunction with Form 1
 Machine prepared the ground will have to be re-surveyed
 D 217/1 Office Use Only
 D 217/1 47971



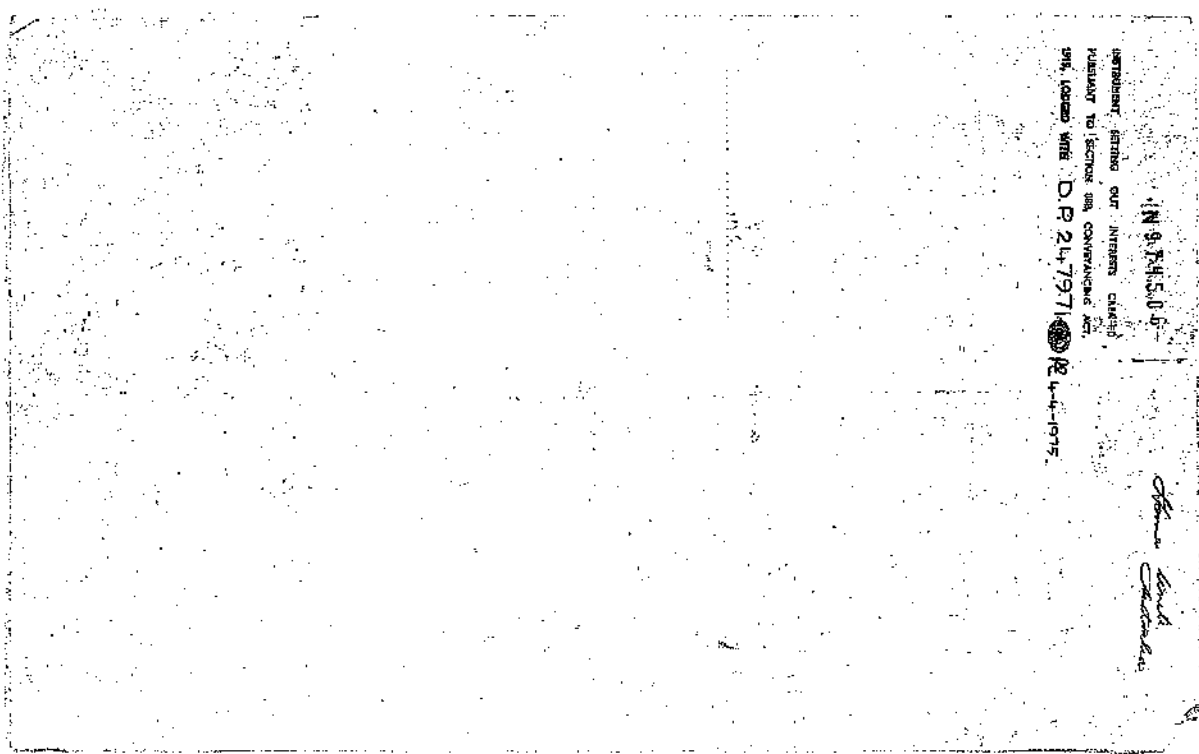
SECTION	AREA	PERCENTAGE	REMARKS
1	1.172	6.8%	NETHER
2	1.428	7.9%	
3	1.478	8.3%	
4	1.428	7.9%	
5	1.428	7.9%	
6	1.428	7.9%	
7	1.428	7.9%	
8	1.428	7.9%	
9	1.428	7.9%	
10	1.428	7.9%	
11	1.428	7.9%	
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68	1.428	7.9%	
69	1.428	7.9%	
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72	1.428	7.9%	
73	1.428	7.9%	
74	1.428	7.9%	
75	1.428	7.9%	
76	1.428	7.9%	
77	1.428	7.9%	
78	1.428	7.9%	
79	1.428	7.9%	
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81	1.428	7.9%	
82	1.428	7.9%	
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96	1.428	7.9%	
97	1.428	7.9%	
98	1.428	7.9%	
99	1.428	7.9%	
100	1.428	7.9%	



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

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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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



REGISTRATION SECTION CUT INTERESTS CLASSIFIED
PUBLISHED TO SECTION 88A CONVEYANCING ACT
9th, 10th and 11th D.P. 247971
RE 4-4-1975

John Smith
Registrar

3

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

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

MEMORANDUM FORWARDED TO SECTION 828 COMMENCING 1ST, 1979.
 Sheet 5 of 6 sheets
 Subdivision covered by C.O.C.
 No. 95 of 1974.

(2) After a residential flat building shall have been erected on the lot burdened and the lot burdened under section 87A of the Local Government Act 1919, or amended, shall be built, from time to time and at intervals and for any purpose to go, pass and repair along that part of the lot burdened and in the above mentioned plan marked "Right-of-way and statement 12 feet wide and variable width" with or without various feet wide and variable width 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, or otherwise or sewage 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) under the part of the lot burdened and in the above mentioned plan marked "Right-of-way with the pipe or pipes" and this statement, 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 of every such person entitled as aforesaid to be used for every such purpose, with tools, implements and at all reasonable times for the purpose of inspecting, for the purpose, from the lot benefited and at all reasonable times to enter the lot benefited and at all reasonable times to erect, repair, maintain or renew 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 authorized by him or her in writing shall be bound to ensure as a condition of the exercise of the right of the said part of the lot benefited that the exercise of the right shall be as practicable to its original condition.

NOTES OF PERSONS ENTITLED TO RELEASE VARY OR MODIFY RESTRICTIONS MENTIONED 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 the conditions are proposed to be released vary 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 ENTITLED TO RELEASE OR VARY OR MODIFY RESTRICTIONS IN THE ABOVE-MENTIONED PLAN
- The Council of the City of Liverpool.

THE COMMON SEAL OF HOME UNITS AUSTRALIA PTY. LIMITED WAS HERETOFORE AFFIXED IN THE PRESENCE OF:

[Signature]
 Secretary



1/6/79
[Signature]
 Director

MEMORANDUM FORWARDED TO SECTION 828 COMMENCING 1ST, 1979.

Sheet 6 of 6 sheets
 Subdivision covered by C.O.C.
 No. 95 of 1974.

DP247971

THE COMMON SEAL OF ENCO-WALTONS FINANCE LIMITED WAS HERETOFORE AFFIXED IN THE PRESENCE OF:

[Signature]
 Secretary



Signed in my presence by
 JOHN GORDON FRANKLIN
 In personally known to me
[Signature]
 Notary Public for New South Wales

[Signature]
 Town Clerk
 of the City of Liverpool

2

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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PLANS IN THE LAND TITLES OFFICE

AMENDMENTS AND/OR ADDITIONS MADE ON

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 5 sheets
Subdivision covered by C.O.C. No. 65 of 1971.

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 direct consequences the period or part of the parcel of such strata plan, and every person authorized 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 strata plan access and (after a pipe or pipes shall have been laid thereon or on behalf of the registered proprietor for the time being of the lot benefited) through that part of the lot benefited and in the above-mentioned plan marked 'drainage easement' a feet wide together with the right to lay through the lot benefited part of the lot benefited 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 benefited and to remain there for any reasonable time for the purpose of laying, repairing, cleaning, maintaining or renewing any such pipe or pipes or any 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 REFERRED TO IN ABOVE-MENTIONED 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 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 authorized by him:-

(b) from time to time and at all times and for any purpose to go, pass and repose along that part of the lot benefited and in the above-mentioned plan marked 'right-of-way and easement' 12 feet wide, and through the lot benefited or any such part thereof or such lot in any such strata plan;

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 strata plan access and (after a pipe or pipes shall have been laid thereon or on behalf of the registered proprietor for the time being of the lot benefited) through that part of the lot benefited and in the above-mentioned plan marked 'Right-of-way and easement' 12 feet wide, 18 feet wide and variable width, together with the right to use, for the purpose 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 authorized as aforesaid, with any tools, implements or machinery necessary for the purpose, to enter upon the said part of the lot benefited and to remain there for any reasonable time for the purpose of laying, 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 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.

Andrew James

DP247971
N974506

Sheet 4 of 5 sheets
Subdivision covered by C.O.C. No. 65 of 1971.

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 18 FEET WIDE AND VARIABLE WIDE REFERRED TO IN ABOVE-MENTIONED PLAN

(a) Full and free right and liberty for every person who is at any time entitled to any estate or interest or interest in the lot benefited or any part thereof, including any estate or interest in 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 authorized by him:-

(b) after a residential flat building shall have been erected on the lot benefited 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 repose along that part of the lot benefited and in the above-mentioned plan marked 'Right-of-way and easement' 18 feet wide, and variable width, with or without 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, seepage, or seepage water) from the lot benefited or any such part thereof or any such lot in any such strata plan access and (after a pipe or pipes shall have been laid thereon or on behalf of the registered proprietor for the time being of the lot benefited) through that part of the lot benefited 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 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 benefited and to remain there for any reasonable time for the purpose of laying, 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 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 AND VARIABLE WIDE REFERRED TO IN ABOVE-MENTIONED 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 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 authorized by him:-

Andrew James

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND 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

INSURANCE PREMIUM
 ON CERTIFICATE APR. 1919, **FN6 24506**

INSURANCE SETTING OUT TERMS OF RIGID-OF-WAY AND EASEMENT INTERESTS AND EASEMENT 8th OF THE CONVEYANCING ACT 1919

Sheet 1 of 6 sheets

PLAN: **DP247971**

PART 1

PLAN NUMBER AND ADDRESS OF THE PROPRIETOR OF THE LAND:

Roma Tides Australia Pty, Limited of 15 Bent Street, Sydney

1. IDENTIFY OF EASEMENT OR EASEMENT INTERESTS REFERRED TO IN THE ABOVE MENTIONED PLAN:

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

SCHEDULE OF LOTS REFERRED

Lot's Burdened	Lot's Benefitted
4	5, 6, 7, 8, 9, 10 and Lots 2 & 3 in D.P. 562304
6	4, 5, 7, 8, 9 & 10 & Lots 2 & 3 in D.P. 562304
8	4, 5, 6, 7, 8, 9, 10 & Lots 2 & 3 in D.P. 562304 plus 2 & 3 in D.P. 562304
9	4, 5, 6, 7, 8, 9 & Lots 2 & 3 in D.P. 562304
10	4, 5, 6, 7, 8, 9 & Lots 2 & 3 in D.P. 562304

2. IDENTIFY OF EASEMENT OR EASEMENT INTERESTS REFERRED TO IN THE ABOVE MENTIONED PLAN:

Drainage Easement 6 feet wide.

SCHEDULE OF LOTS REFERRED

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

3. IDENTIFY OF EASEMENT OR EASEMENT INTERESTS REFERRED TO IN THE ABOVE MENTIONED PLAN:

Right-of-way and easement 12 feet wide, 16 feet wide and variable width.

Charles J. Henry

COMPRISED IN C.T. VOL. 12170 FOL. 114
 COMPRISED IN C.T. VOL. 12170 FOL. 114
 NOW BEING STRATA PLAN 7310
 COMMON PROPERTY CT-VOL. 9727 FOL. 60

INSURANCE PREMIUM NO SECTION 88B OF THE CONVEYANCING ACT, 1919
 SHEET 2 OF 6 SHEETS
 Authorisation granted by C.L.C. No. 65 of 1974.

SCHEDULE OF LOTS REFERRED

Lot's Burdened	Lot's Benefitted
6	7 & 8
7	6 & 8

1. IDENTIFY OF EASEMENT OR EASEMENT INTERESTS REFERRED TO IN THE ABOVE MENTIONED PLAN:

Right-of-way and easement 10 feet wide and variable width.

SCHEDULE OF LOTS REFERRED

Lot's Burdened	Lot's Benefitted
5	4, 9 & 10
9	4, 5 & 10
10	4, 5 & 9

2. IDENTIFY OF EASEMENT OR EASEMENT INTERESTS REFERRED TO IN THE ABOVE MENTIONED PLAN:

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

SCHEDULE OF LOTS REFERRED

Lot's Burdened	Lot's Benefitted
8	6 & 7

TERMS OF RIGID-OF-WAY 5 FEET WIDE AND VARIABLE WIDTH 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 in pursuance of the Conveyancing (Strata) Act 1974, to pass and re-pass along the right-of-way and every part thereof, in which strata plan the parcel or part of the parcel, any part thereof, or any part thereof, is benefited or benefited by the easement, and every person authorised by him or her, and every person authorised by him or her, to pass and re-pass 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 benefited, marked thereon or any such lot in any such strata plan along that part of the lot benefited, marked "Right-of-way 5 feet wide and variable width".

TERMS OF DRAINAGE EASEMENT 6 FEET WIDE 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

Charles J. Henry

DP 621090

PLAN FORM 2
 Signature and date only

1. Name of the person or persons who have prepared this plan: *[Signature]*

2. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

3. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

4. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

5. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

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12. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

13. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

14. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

15. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

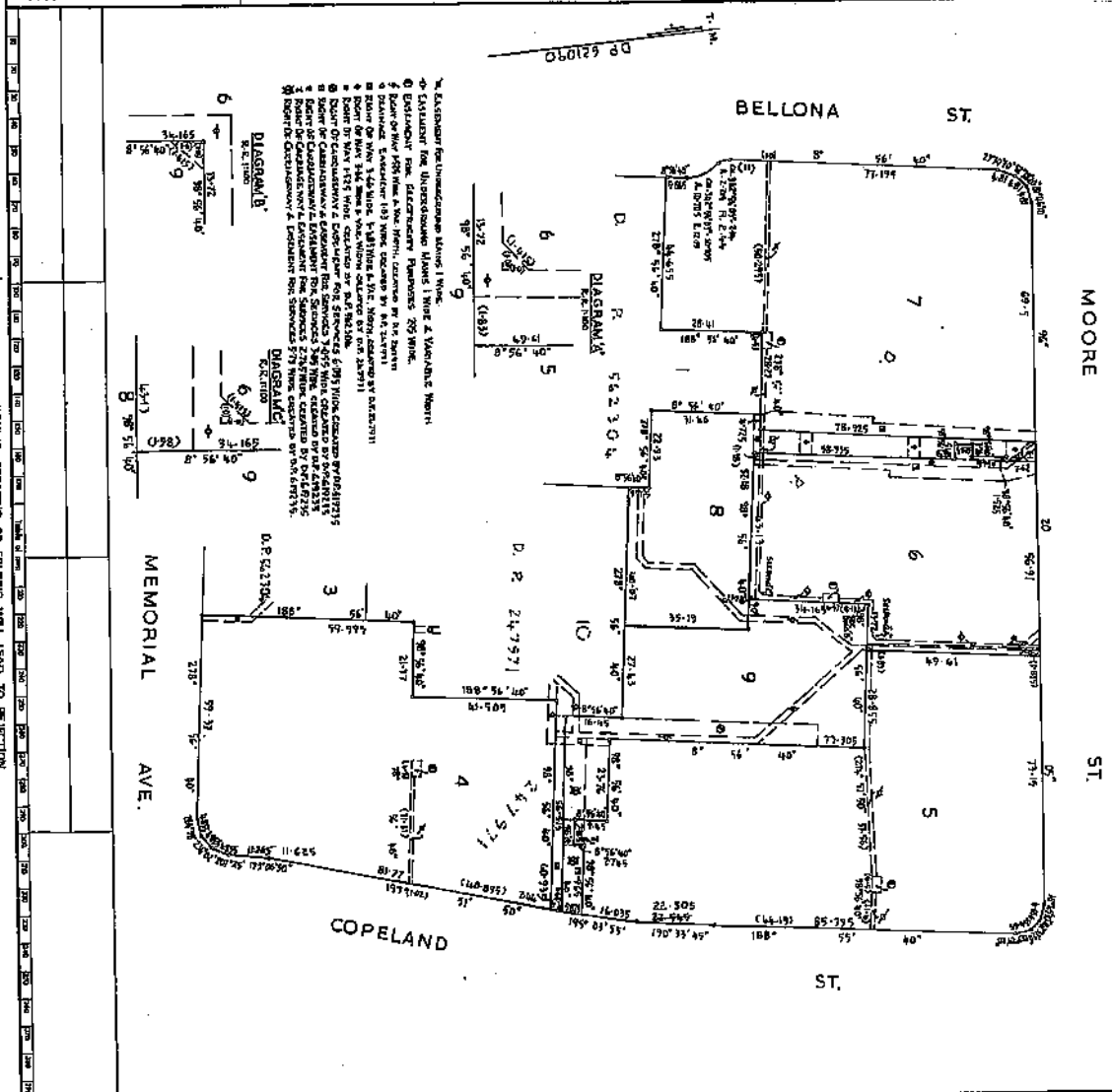
16. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

17. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

18. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

19. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

20. Name of the person or persons who have caused this plan to be prepared: *[Signature]*



1. Name of the person or persons who have prepared this plan: *[Signature]*

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18. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

19. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

20. Name of the person or persons who have caused this plan to be prepared: *[Signature]*

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

4th April, 1982

WARNING: CHEATING OR FOLDING WILL LEAD TO REJECTION

REGISTRATION REFERENCE: B1459/2

FRAMES
<p>I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a Photocopy, made as a permanent record of a document as of 01/04/1982.</p> <p><i>B. R. Davies</i> 4th April, 1982</p>

REPRODUCTION SERVICE OF THE REGISTRAR GENERAL
SUBJECT TO SECTION 84, CONSTITUTION ACT
1901, SECTION 84
01 82 1090

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTERFERED
 TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCES ACT 1919

Page 1 of 1 page

PLAN: DP821090

NAME AND ADDRESS OF PROPRIETORS OF LAND:

1. Identity of easement or restriction firstly referred to in above-mentioned Plan:

Easements over Lots 4, 5, 6, 7, 8 and 9 in D.P. 247971
 Norton Developments Pty. Limited and
 Inlet Developments Pty. Limited, both
 of 25 Blyth Street, Sydney
 Easement for electricity purposes
 2.75 wide

2. Identity of easement or restriction secondly referred to in above-mentioned Plan:

3. Identity of easement or restriction secondly referred to in above-mentioned Plan:

4. Identity of easement or restriction secondly referred to in above-mentioned Plan:

5. Identity of easement or restriction secondly referred to in above-mentioned Plan:

6. Identity of easement or restriction secondly referred to in above-mentioned Plan:

7. Identity of easement or restriction secondly referred to in above-mentioned Plan:

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9. Identity of easement or restriction secondly referred to in above-mentioned Plan:

10. Identity of easement or restriction secondly referred to in above-mentioned Plan:

11. Identity of easement or restriction secondly referred to in above-mentioned Plan:

12. Identity of easement or restriction secondly referred to in above-mentioned Plan:

13. Identity of easement or restriction secondly referred to in above-mentioned Plan:

14. Identity of easement or restriction secondly referred to in above-mentioned Plan:

15. Identity of easement or restriction secondly referred to in above-mentioned Plan:

16. Identity of easement or restriction secondly referred to in above-mentioned Plan:

17. Identity of easement or restriction secondly referred to in above-mentioned Plan:

18. Identity of easement or restriction secondly referred to in above-mentioned Plan:

19. Identity of easement or restriction secondly referred to in above-mentioned Plan:

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21. Identity of easement or restriction secondly referred to in above-mentioned Plan:

22. Identity of easement or restriction secondly referred to in above-mentioned Plan:

23. Identity of easement or restriction secondly referred to in above-mentioned Plan:

24. Identity of easement or restriction secondly referred to in above-mentioned Plan:

25. Identity of easement or restriction secondly referred to in above-mentioned Plan:

26. Identity of easement or restriction secondly referred to in above-mentioned Plan:

27. Identity of easement or restriction secondly referred to in above-mentioned Plan:

28. Identity of easement or restriction secondly referred to in above-mentioned Plan:

29. Identity of easement or restriction secondly referred to in above-mentioned Plan:

30. Identity of easement or restriction secondly referred to in above-mentioned Plan:

PART I

Schedule of Lots, etc. affected

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

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Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

PART II

Schedule of Lots, etc. affected

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

Lots, name of road or authority benefited

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Lots, name of road or authority benefited

Lots, name of road or authority benefited

This is sheet 1 of a 1 sheet instrument.

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

S. BOWEN
 SECRETARY

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

S. BOWEN
 SECRETARY



[Handwritten signatures]
 DIRECTOR

FRAMPTON

I, Bruce Richard Douglas, Under Secretary for Land and
 Registrar-General, do hereby certify that this
 document is a photograph made as a permanent record of a
 document in my custody this day.

4th April, 1982

INSTRUMENT PURSUANT TO [REDACTED] CONVEYANCING ACT, 1919.

no fee
N974506

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

<u>Lots Burdened</u>	<u>Lots Benefited</u> X
4	5, 6, 7, 8, 9, 10 and Lots 2 & 3 in D.P. 562304
6	4, 5, 7, 8, 9 & 10 & Lots 2 & 3 in D.P. 562304
8	4, 5, 6, 7, 9, 10 & Lots 2 & 3 in D.P. 562304
9	4, 5, 6, 7, 8, 10 & Lots 2 & 3 in D.P. 562304
10	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

<u>Lots Burdened</u>	<u>Lots Benefited</u> X
4	5, 9 & 10
6	5, 7, 8, 9 & Lot 1 in D.P. 562304
8	6, 7 & Lot 1 in D.P. 562304
9	5
10	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.

[Handwritten signature]

[Handwritten signature: J. Lamb]

LOT 1 DP 562304 COMPRISED IN C.T. VOL. 12170 FOL. 144
LOT 2 DP 562304 COMPRISED IN C.T. VOL. 12170 FOL. 145
LOT 3 DP 562304 - NOW BEING STRATA PLAN 7310
COMMON PROPERTY C.T. VOL. 9522 FOL. 60

3

INSTRUMENT PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1910,
Sheet 2 of 6 sheets

Subdivision covered by C.O.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.

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

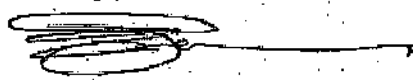
PART 2

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



Chaplain
J. Tany

DP247971

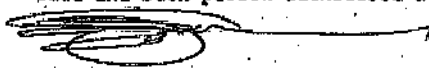
Sheet 3 of 6 sheets
Subdivision covered by O.G.C.
No. 65 of 1974.

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. Lang

INSTRUMENT PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919.

DP247971

①

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.

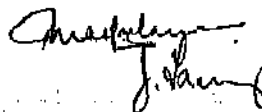
TERMS OF RIGHT-OF-WAY AND EASEMENT 18 FEET WIDE AND VARIABLE WIDTH FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

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 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.

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.C.C.
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. King

INSTRUMENT PURSUANT TO SECTION 86B CONVEYANCING ACT, 1919.

Sheet 6 of 6 sheets

Subdivision covered by O.C.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 GERALD FASSET who
is personally known to me

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


[Signature]
The Town Clerk
of the City of Liverpool

N 974506

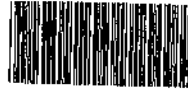
*Home Units
Australia*

INSTRUMENT SETTING OUT INTERESTS CREATED

PURSUANT TO SECTION 88B, CONVEYANCING ACT,

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

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 1/4 inches wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

2

Lots Benefited

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

3

Lots Benefited

2

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

Right-of-Way and Easement
2 feet wide.

Alexander Jla

Handley
Lw

B

PLAN

SUBDIVISION COVERED BY CGC NO. 45 OF 1973

Sheet 2 of 5 Sheets

N315115

SCHEDULE OF LOTS AFFECTED

DP562304

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

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 1/4 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

Mercantile


Sunday
Lu

N315115

PLAN

SUBDIVISION COVERED BY GCG NO. 45 OF 1973

DP562304

Sheet 3 of 5 Sheets

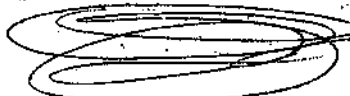
in respect of such residential flat building, along that part of the lot burdened and in the abovementioned plan marked "Right of way and easement variable width and 15 feet 8 1/2 inches wide" with or without vehicles to and from the lot benefited or any such part thereof or such lot in any such strata 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) to go, pass and repass on foot at all times and for all purposes with ~~with~~ 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
Sundley
Lw

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.

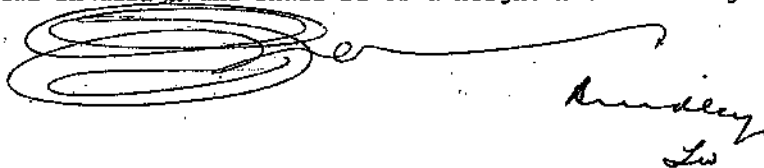
TERMS OF RIGHT OF WAY 5 FEET WIDE FOURTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

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.

Alvin J. Ho



A large, stylized handwritten signature or scribble, possibly reading "Alvin J. Ho", with a long horizontal line extending to the right. Below it, the name "Alvin J. Ho" is written in a smaller, cursive script.

N315115

PLAN

SUBDIVISION COVERED BY COG 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. *Findley*

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



Alexander Han
Secretary

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

Findley
Town Clerk of the City of Liverpool.

L. Walker SR

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

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

Ref.: 11048/19:81504
Ppty: 18300

Cert. No.: 695

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4324723
Receipt Amt.: 133.00
Date: 15-Aug-2019

The information in this certificate is provided pursuant to Section 10.7(2)&(5) 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 19 SP 19218

Street Address: 19/ 138 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 (Housing for Seniors or People with a Disability) 2004
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP No. 19 – Bushland in Urban Areas
SEPP No. 21 – Caravan Parks
SEPP No. 30 – Intensive Agriculture
SEPP No. 44 – Koala Habitat Protection
SEPP No. 64 – Advertising and Signage

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	



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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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



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

No

5. Mine subsidence*

Is the land a proclaimed 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?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No



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

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

7A. Flood related development controls information

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

No

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

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

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.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *



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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

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



No. [REDACTED]

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



THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

Nil

3. Other Information in Relation to Water Restrictions

All/part of the property is identified as flood prone and is within the low risk flood category. Low Flood Risk Category means the outer extent of the floodplain (within the extent of the probable maximum flood) but not identified within either the High Flood Risk or the Medium Flood Risk Category. Refer to Section 1(c) of this certificate for the relevant DCP which contains controls relating to flood prone land.

Note: No flooding certificate will be provided if the property is only within the low risk flood category.

4. Contaminated Land

Nil

5. Airport Noise Affectation*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

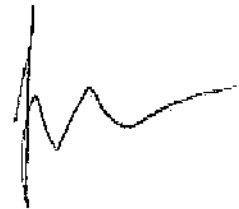


No

For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

9. Offensive Odour and Rural Land Uses

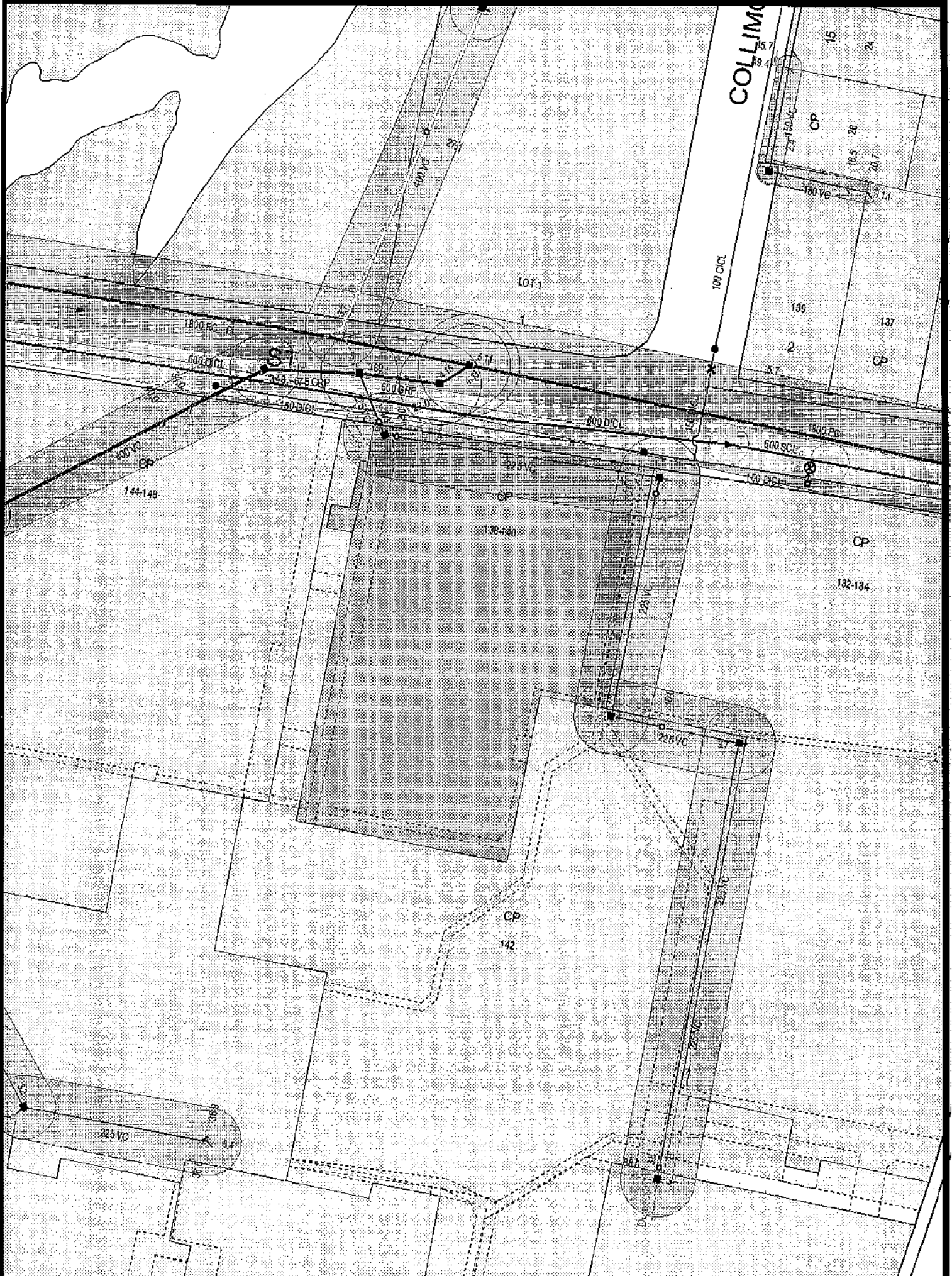
Nil



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

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





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 hereon are approximately only.