

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate 177 Enmore Street, Enmore, NSW 2042	Phone: 9557 9040 Ref: Giorgio Koula
co-agent		
vendor	Edward Alexander McBride and Caroline Faye McBride 2-4 Venetia Street, Sylvania, NSW 2224	
vendor's solicitor	Excel Conveyancing Service 101A Gymea Bay Road, Gymea NSW 2227 PO Box 3182, KIRRAWEE NSW 2232	Phone: 02 9526 5277 Email: tstomo@excelconveyancing.com.au Fax: 02 9526 5299 Ref: TS:KK:063772
date for completion land (address, plan details and title reference)	42nd day after the contract date 5/47A Tara Street, Sylvania, New South Wales 2224 Registered Plan: Lot 5 Plan SP 79481 Folio Identifier 5/SP79481	(clause 15)

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

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

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

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

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input 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 checked="" 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 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number - Absolute Strata Management – 02 9553 0244; info@absolutestrata.com.au
19/700 Princes Highway, Kogarah NSW 2217**

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 **5/47A Tara Street, Sylvania**, from **Edward Alexander McBride and Caroline Faye McBride** to..... in order that there is no cooling off period in relation to that contract;
3. I do not act for **Edward Alexander McBride and Caroline Faye McBride** and am not employed in the legal practice of a solicitor acting for **Edward Alexander McBride and Caroline Faye McBride** nor am I a member or employee of a firm of which a solicitor acting for **Edward Alexander McBride and Caroline Faye McBride** 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: _____

ADDITIONAL CLAUSES IN CONTRACT FOR SALE OF LAND

BETWEEN: EDWARD ALEXANDER McBRIDE and CAROLINE FAYE McBRIDE (vendor)
AND: (purchaser/s)

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

1. **AMENDMENTS TO THE STANDARD FORM**

The Contract for Sale is amended as follows:

- (a) Clause 1 – Delete the definition of “*settlement cheque*” and replace as “settlement cheque” an unendorsed bank cheque made payable to the person to be paid or, if authorized in writing by the vendor the vendor’s solicitor, some other cheque”;
- (b) Clause 7.1.1 is amended by reducing “5%” to “1%”;
- (c) Clause 7.2.4 delete the words “and the costs of the purchaser”.
- (d) Clause 8.1 – delete the words “on reasonable grounds”.
- (e) Clause 8.2.1 – delete the words “and any other money paid by the purchaser under this contract”.
- (f) Clause 8.2.2 – delete this clause and replace with the following:
“8.2.2 subject to clauses 8.2.1 and 8.2.3, the purchaser will have no right to sue the vendor or any representative of the vendor to claim compensation or damages for breach of contract or otherwise and the purchaser irrevocably waives any rights and claims it may have or otherwise had against the vendor or any representative of the vendor”
- (g) Clause 10.1.8 and 10.1.9 – replace each occurrence of the word “substance” with the word “existence”.
- (h) Clause 12 – insert the following:
“In this clause certificate does not include a building certificate under any legislation or any certificate under the Swimming Pools Act 1992 (NSW) or any related regulations or laws”.
- (i) Clause 16.5 delete the words “plus another 20% of that fee”.
- (j) Clause 16.7 is amended by deleting the words “cash (up to \$2,000.00)”;
- (k) Clause 16.8 – delete this clause.
- (l) Notwithstanding the provisions of Clause 16.11 completion shall take place at the venue nominated by the vendor’s conveyancers.
- (m) Clause 16.12 – delete all words from “but” to the end of this clause.
- (n) Clause 18 is amended by adding the following sub clause:
“Clause 18.8 – The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
- (o) Clause 19 – insert the following clause:
“19.3 Despite Clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010* (NSW) is the remedy prescribed by that regulation”.
- (p) Clause 20 – insert the following clause:
“20.16.1 in *writing* includes any communication sent by letter, facsimile transmission or email; and
20.16.2 *including* and similar expressions are not words of limitation”.
- (q) Clause 20.6.4 – insert the words “provided however that such documents served by post will be deemed received by the other party 3 business days after the date the document is sent by post” at the end of the clause.

- (r) Clause 20.6.5 – insert the words “or by email” after the words “by fax”.
- (s) Clause 20.7.2 – insert the words “and in the case of the vendor the actual cost” to the end of this clause.
- (t) Clause 23.6.1 is deleted.
- (u) Clause 23.6.2 delete the words “determined after the Contract date” and replace with the words “from the date for completion even if the contributions were determined before the contract date. The vendor is not liable to adjust or pay any special levies or non-regular periodic contributions, even if payable by instalments, after the date for completion. The purchaser is also liable for all contributions determined after the contract date.
- (v) Clause 23.7 is deleted.
- (w) Clause 23.9.3 is deleted.
- (x) Clauses 23.13, 23.14 and 23.15 are deleted.

2. **STATEMENTS, REPRESENTATIONS AND WARRANTIES**

- (a) In entering this contract the purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other undertaking, agreement, warranty or representation whether expressed or implied in any way extending, defining otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.
- (b) Notwithstanding anything else herein contained, the purchaser acknowledges in entering this contract that he does not rely on any statement, representation or warranty made by the vendor, or anyone on behalf of the vendor as to the property, the neighbourhood in which the property is situated, the condition or state of repair of any improvements on the property or any part or parts thereof whether expressed or implied other than such statements, representations and warranties expressly made in this contract. The purchaser shall not make any requisition, objection, claim for compensation or delay completion of this contract on account of any matter referred to in this additional condition.

3. **CONDITION OF PROPERTY, IMPROVEMENTS and INCLUSIONS**

- (a) The purchaser acknowledges that he is purchasing the property together with the improvements and inclusions referred to in this contract and also in the Inventory of furniture (if any) as a result of his own inspection and in their present condition and state of repair and subject to all and any defects latent or patent as regards to its design, construction, state of repair, condition or otherwise and subject to any infestation and dilapidation.
- (b) The vendor has not nor has anyone on the vendor’s behalf made any warranty or representation about the state of repair or condition in respect of the property, improvements, inclusions and/or furniture and the purchaser accepts them in their state of repair and condition as at the date of this contract.
- (c) The vendor is not responsible for the loss of, damage to, mechanical breakdown in, or fair wear and tear to, the property, improvements, inclusions and/or furniture which occurs after the date of this contract.
- (d) The purchaser shall not require the vendor to carry out any modifications, repairs, or renovations whatsoever in relation to the property hereby sold and/or the improvements erected thereon, and/or inclusions and/or furniture herein or to pay for or towards same or to rebate the purchase price.
- (e) The purchaser cannot make any objection, requisition or claim for compensation or rescind or terminate or delay completion because of any matters referred to or noted in this Additional Clause 3.

4. **SERVICE OF DOCUMENTS**

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

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

5. **REAL ESTATE AGENT**

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

6. **TITLE PARTICULARS**

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

7. **REQUISITIONS ON TITLE**

The purchaser agrees that the only form of *Requisitions on Title* the purchaser may make pursuant to Clause 5 of the contract shall be in the form of the *Requisitions on Title* attached hereto. The vendor does not admit or represent that any particular *requisition* contained in the form of *requisitions* attached to this Contract is a valid or proper requisition and the purchaser shall not make any objection, claim for compensation, delay completion nor rescind or terminate in relation to this additional clause. Nothing in this clause shall prevent the purchaser from making any additional requisitions on title not dealt with in the *Requisitions on Title* annexed hereto.

8. **SURVEY AND/OR BUILDING CERTIFICATE**

- (a) Unless a copy of a survey report is attached to this contract, the vendor does not hold a survey report and is not required to hand over on completion any survey report. The purchaser cannot require the vendor to obtain a survey report and the vendor does not consent to the purchaser obtaining a survey. The purchaser cannot make any objection, claim for compensation, delay completion nor rescind or terminate this contract in connection with any matter the subject of this additional clause.
- (b) In the event that the vendor provides a survey report and/or building certificate in respect of the subject property:
 - (i) the purchaser shall not be entitled to make any objection requisition or claim in respect of any matter in connection with the survey report or issue that is identified, illustrated or disclosed on the survey report or affecting the subject property or impacting on the value thereof which are disclosed in the said survey report/building certificate, including (without limiting the generality of the foregoing);
 - a. any encroachment by or upon the subject property;

- b. any fencing irregularities;
 - c. any aspect of breach or non-observance of the Local Government Act, 1993 (as breach or non-observance of the Environmental Planning and Assessment Act, 1979 (as amended)).
- (ii) The vendor is not required to provide to the purchaser an original of any survey report and/or building certificate and the purchaser cannot make any objection, requisition or claim in respect of any matter the subject of this additional clause.

9. **UNAVAILABILITY OF BUILDING CERTIFICATE**

The vendor does not hold a building certificate and is not required to hand over on completion any building certificate. The purchaser cannot require the vendor to obtain a building certificate. The vendor does not consent to the purchaser obtaining a building Certificate. The purchaser cannot make any objection requisition claim for compensation rescind, delay completion or terminate this contract in connection with any matter the subject of this additional clause.

10. **WORK AND OUTSTANDING ORDERS**

(a) Notwithstanding any other provisions in this contract, if the purchaser applies for a building certificate and the relevant authority:

- (i) issues a work order on or after the date of this contract; or
- (ii) informs the purchaser of any works to be done before it will issue a building certificate

THEN the vendor does not have to comply with such order nor carry out any works AND any reasons for the relevant authority to refuse to issue a building certificate will not constitute a defect in title. The purchaser agrees that they will not make any objections, requisitions or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter relating thereto whatsoever.

(b) The purchaser shall make no objection, requisition or claim for compensation or rescind this contract or delay completion in respect of the fact that there may be any outstanding orders from any governmental, semi-governmental, or local governmental bodies requiring the carrying out of any work to any building presently erected on the subject land.

11. **SETTLEMENT VENUE**

Settlement of this matter shall take place wherever the vendor's mortgagee directs. If the property is not mortgaged, then settlement shall be affected at the office of Excel Conveyancing Service. However, should the purchaser not be in a position to settle at the office of Excel Conveyancing Service, then settlement may be effected in the Sydney CBD at a place nominated by the purchaser, provided the vendor's Sydney settlement agent's fee is paid by the purchaser. If PEXA settlement this Additional Clause will not be enforced.

12. **CANCELLATION OF SETTLEMENT**

In the event that the purchaser cancels settlement on the day fixed for completion, irrespective of whether the day fixed for completion is the completion date or any other date, or settlement is cancelled by the vendor due to an error or breach by the purchaser, or settlement does not take place at the scheduled time, due to default of the purchaser or the purchaser's mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional \$220.00 (GST inclusive) by way of agreed liquidated damages to be adjusted on completion. For the avoidance of doubt, the said sum can be charged by the vendor more than once.

13. **AGENCY FEES**

In the event settlement does not take place at the scheduled time, due to default of the purchaser or the mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional \$220.00 (GST inclusive) on settlement, to cover the vendor's/discharging mortgagee's settlement agent's fees

and other expenses incurred as a consequence of the delay. If PEXA settlement this additional clause will not be enforced.

14. **RELEASE OF DEPOSIT**

Notwithstanding anything else herein contained, if the vendor (or anyone of the vendors) requires the deposit or any part of it for the purpose of a deposit, stamp duty or the balance of purchase monies on purchase of real estate or payment of a deposit/in-going contribution for a retirement village/nursing home, the purchaser agrees to release to the vendor or as the vendor may direct, the deposit or so much of the deposit as is required for any such purchase as mentioned herein, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Certified Practising Conveyancer or paid to Revenue NSW or Retirement Village/nursing home and providing such deposit shall not be further released without the purchaser's express consent. The execution of this contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

15. **DEATH, MENTAL ILLNESS, BANKRUPTCY**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a party at law or in equity had this clause not been included herein, upon the happening of any one or more of the following events, it is agreed that if:

- (a) the purchaser (and if more than one person comprises that first party then any one of them) prior to completion dies or becomes mentally ill then the vendor may by notice in writing to the purchaser's solicitor/conveyancer named herein rescind this contract whereupon the provisions of clause 19 hereof shall apply and thereupon this contract will be at an end; or
- (b) the purchaser being an individual or a company prior to completion be declared bankrupt or has a summons or application for its winding up presented or has a liquidator, receiver, receiver and manager or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the purchaser will be in default under this contract in an essential respect and the provisions of clause 9 apply.

16. **LATE SUBMISSION OF TRANSFER**

The purchaser acknowledges and agree that if the transfer is not submitted to the vendor's conveyancer within the time limits specified under the terms of this contract (set out in clause 4.1), the purchaser shall allow an adjustment on completion in favour of the vendor in the sum of \$220.00 (GST inclusive) being a fair and reasonable estimate to cover the vendor's additional legal costs and other expenses incurred. If PEXA settlement this additional clause is not enforceable.

17. **NOTICE TO COMPLETE**

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

18. **LATE COMPLETION**

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

- (a) in addition to the balance of the purchase money, an amount calculated as ten per cent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is agreed that this amount is an pre-estimate of the vendor's loss of interest for the purchase money and liability for outgoings; and
- (b) the sum of \$330.00 (GST inclusive) to cover the vendor's additional legal costs and other expenses incurred by the vendor as a consequence of the delay.

It is acknowledged by the parties that this is an essential term of the contract and the vendor shall not be obliged to complete this contract unless the amount payable under this additional condition is tendered.

19. **CLAIMS**

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

20. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975**

- (a) The purchaser warrants that the approval of the Foreign Investment Review Board ("FIRB") is not required for this purchase and indemnifies the vendor against any penalties, costs or damages whatsoever suffered as a breach of this warranty. This special condition will not merge on completion.
- (b) If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this agreement the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- (c) The purchaser further acknowledges that if any one of the warranties under (a) or (b) above is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor suffers as a result of the vendor having relied on those warranties when entering into this agreement including any consequential loss.

21. **PAYMENT OF DEPOSIT**

Notwithstanding the provisions of clause 2, in the event that contracts are exchanged subject to a cooling-off period, the deposit shall be paid as follows:-

- (a) the sum of \$..... (being .25% of the price) shall be paid to the depositholder on the date of this contract; and
- (b) the balance of the 10% deposit being \$..... shall be paid to the depositholder on or before the expiration of the cooling-off period and in this respect time shall be of the essence.

In the event of this contract being terminated in circumstances where the deposit is forfeited to the vendor, the vendor shall be entitled to recover from the purchaser any outstanding deposit payable pursuant to sub-clause (b).

22. **EXTENTION OF TIME TO PAY BALANCE OF DEPOSIT WHERE COOLING-OFF PERIOD IS EXTENDED**

If the purchaser has the benefit of a cooling-off period, and this contract has provision whereby only part of the deposit is payable on the date of this contract and the balance of the deposit is payable on or before the end of the (5th) business day after the date of this contract, then where the vendor agrees in writing to extend the purchaser's cooling off period then the time for

payment of the balance of the deposit shall be similarly extended. In this clause "cooling-off" means the period referred to in Sec66S of the Conveyancing Act, 1919.

23. **NO DEPRECIATION REPORT**

The vendor is not required to obtain or provide to the purchaser any depreciation report or depreciation schedule or any statement concerning the depreciation of the property or any improvements or inclusions. The purchaser cannot take any action nor make any objection, requisition, claim for compensation or delay completion, rescind or terminate this contract in connection with the subject matter of this additional clause.

24. **CAPACITY AND/OR TRUSTEE**

The purchaser promises and agrees that the purchaser has the legal capacity to enter into this contract. If the purchaser is a trustee of any trust or settlement (whether or not that trust or settlement is disclosed in this contract), the purchaser enters into this contract in its personal capacity and in its capacity as trustee of its trust or settlement.

25. **CREDIT/CODE FINANCE**

The purchaser warrants to the vendor either:

- (a) the purchaser does not require credit/finance in order to complete this contract; or
- (b) if the purchaser requires credit/finance in order to complete this contract, the purchaser has obtained such credit/finance and holds a current loan approval on reasonable terms and in a sufficient amount prior to the date of this contract to enable completion of this contract.

and the purchaser acknowledges that the vendor relies upon this warranty in entering into this contract and further acknowledges that the purchaser shall not have any right to terminate this contract by virtue of any non-availability of credit/finance as at the completion/settlement date.

26. **CLEARANCE CERTIFICATE**

This clause applies if there is a clearance certificate annexed to the contract or the vendor serves on the purchaser clearance certificate/s prior to settlement. The purchaser acknowledges that a clearance certificate within the meaning of s14-220 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (TA Act) is attached to the contract or served on the purchaser on behalf of the vendor prior to settlement and the purchaser is not required to withhold any part of the purchase price pursuant to s14-D of Schedule 1 to the TA Act.

27. **AUTHORITY TO CONVEYANCER/SOLICITOR**

- (a) The parties by this contract authorises their conveyancer/solicitor to amend or cause to be amended the terms of this contract (including the addition of annexures) after the contract has been signed by any party without further authority and/or resigning being required and any such amendments and/or additions shall be binding upon the party deemed hereby to have authorised the same and any annexure/s so added shall form part of this contract as if same had been annexed at the time of execution.
- (b) This clause takes priority over the clauses in the standard printed Contract to the extent of any inconsistency.
- (c) The provisions of this clause are essential.

28. **DISCLOSURE MATERIAL**

- (a) The purchaser acknowledges that this contract comprising the printed clauses, the Additional Clauses and all annexures attached hereto set out the terms, conditions and warranties and arrangements between the parties except for those deemed to be part of this contract pursuant to any statute or act of parliament (if any). The purchaser agrees that any warranty or representation by the vendor or any of its representatives that is not expressly contained in this contract has been withdrawn.
- (b) The vendor does not warrant the accuracy or completeness of any of the documents attached to this contract; and

- (c) The purchaser:
 - (i) shall accept the documents attached to this contract and agrees that it has inspected or has had adequate opportunity to inspect the vendor's disclosure documents, being (but not limited) all documents, searches, certificates and/or other material (copies or originals) attached to this contract; and
 - (ii) cannot delay completion, nor make any objection, requisition, claim for compensation or exercise any rights to rescind or terminate this contract because they are not original documents.
- (d) For the purposes of Clause 10 of the contract, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract whether or not included in the list of documents on page 2.
- (e) If before this contract is exchanged by the parties and/or during the cooling off period (if any), a document or copy of a document, at the request of the vendor or the vendor's conveyancer, was attached to this contract by or on behalf of the purchaser or the purchaser's solicitor/conveyancer, the person attaching that document or copy did so as the agent of the vendor.

29. **DISCHARGE OF MORTGAGE AND REMOVAL OF CHARGE**

- (a) The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this agreement. The vendor shall not be deemed to be unable, not ready or unwilling to complete this agreement by reason of existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.
- (b) The purchaser shall not be entitled to require the vendor prior to completion to register a discharge of any mortgage or withdrawal of caveat against the title to the property but the vendor shall on completion hand or cause to hand to the purchaser a properly executed discharge of any such mortgage or withdrawal of any such caveat in registrable form and shall pay or allow to the purchaser the appropriate registration fees in respect thereof (noting that electronic form of such documents and electronic payment is acceptable).

30. **LAND TAX**

Annexed to this contract is a current sec47 land tax certificate for the 2019 tax year, for the subject property which the purchaser acknowledges has been served for the purposes of compliance with Schedule 2 of the Conveyancing (Sale of Land) Regulation 2010.

31. **PEXA**

The parties agree that should this contract is completed as an electronic transaction, the purchaser shall provide the vendor any required document at least one (1) day prior to the schedule completion date to be held in escrow pending completion occurring or prepare a notification on the electronic platform at least one (1) day prior to the schedule completion date for the notification/document to be sent to the vendor's conveyancer by PEXA notification immediately after completion.

32. **ERROR IN ADJUSTMENT OF OUTGOINGS**

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

33. **SECTION 184/SECTION 26 CERTIFICATE**

This additional clause applies only if the land (or part of it) is a lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

- (a) The purchaser is responsible and must apply to the holder of the Strata or Community Title Records for the Section 184 certificate under the Strata Schemes Management Act 2015 or the Section 26 Certificate under the Community Land Management Act 1989. The purchaser shall not be entitled to delay completion or make any requisition or objection arising from the purchaser's failure to apply for the said certificate.
- (b) The vendor authorises the purchaser to apply for the certificates mentioned in additional clause (a) above in relation to the lot and the purchaser hereby agrees and undertakes to provide a copy of the said certificate/s to the vendor when submitting settlement figures to the vendor's conveyancer.

34. **COMPANY GUARANTEE**

If the purchaser (and, if comprising more than one person, any one or more of them) is a company and in consideration of the vendor entering into this contract with the purchaser, it is an essential provision of this contract that the directors of the purchaser:

..... of and

..... of

("the guarantor") jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and indemnify the vendor against all losses, damages, liabilities, costs and expenses accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the guarantor and the vendor.

.....
Name of Witness

.....
Signature of Witness

.....
Name of Guarantor

.....
Signature of Witness

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* 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 *serving* 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 a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in *escrow* for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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



FOLIO: 5/SP79481

SEARCH DATE	TIME	EDITION NO	DATE
4/2/2020	2:03 PM	2	1/3/2017

LAND

LOT 5 IN STRATA PLAN 79481
AT SYLVANIA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

EDWARD ALEXANDER MCBRIDE
CAROLINE FAYE MCBRIDE
AS JOINT TENANTS

(T AM198017)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79481
2 SP79481 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP79481

SEARCH DATE	TIME	EDITION NO	DATE
4/2/2020	2:03 PM	3	11/10/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79481
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYLVANIA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP79481

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79481
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- ABSOLUTE STRATA MANAGEMENT
PO BOX 478
KOGARAH NSW 1485

SECOND SCHEDULE (7 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- D270737 LAND EXCLUDES MINERALS
- G694741 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN VOL 8077 FOL 168
- G695955 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN VOL 8077 FOL 168
- DP1061481 RIGHT OF CARRIAGEWAY 3.05 & 2.02 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1061481 RESTRICTION(S) ON THE USE OF LAND
- AN483093 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 200)

STRATA PLAN 79481

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 29	3	- 29	4	- 29
5	- 29	6	- 29	7	- 29		

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79481

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

063772

PRINTED ON 4/2/2020

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

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Received: 04/02/2020 14:03:37

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

Name of Council/Assessment Committee: The Council of Sutherland Shire
being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Freehold Development) Act 1975 have been complied with, approval of the proposed Strata Plan (Strata Plan of Subdivision) is granted in the manner to this certificate.

This certificate certifies that the proposed Strata Plan complies with the relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

This strata plan/strata plan of subdivision is part of a development consent. The council/assessment committee is satisfied that the plan is consistent with any special conditions of any development consent and that the plan gives effect to the state of the strata development contract to which it relates.

The Council does not object to the endorsement of the building beyond the payment of _____
The Assessed Certifier is satisfied that the building complies with a relevant development consent, if any, that allows the endorsement.

SURVEYOR'S CERTIFICATE
JOHN ARTHUR WATSON
WATSON BUCHAN SURVEYORS
DX 11003, CARLINGBURN

1) Each applicable requirement of Schedule 1A of the Strata Schemes (Freehold Development) Act 1973

2) The building encroaches upon public place (b) the building encroaches upon (other than a public place), in respect of which an attachment on application for registration has been created by registered proprietor

3) The survey description recorded in the accompanying location plan is correct
Signature: *[Signature]*
Date: *[Date]*

Under Regulation 4, some further building or plan, and quite regulated number, Residential Development Model By-laws adopted for this scheme
Keeping of records: Option A/B/C
Other by-laws apply: sheets filed with plan
Other relevant requirements:
PAGE 1 OF 5

PLAN OF LOT 30 IN D.P. 1061481

LSA: SUTHERLAND Suburb/Locality: KANGAROO POINT

Parish: SUTHERLAND County: CUMBERLAND

SP79481

Registered 12.9.2007

Purpose: STRATA PLAN

Ref. Map: U0030 - 34

Lot Plans: DP1061481

Name of, and address for services of, notices on, the strata corporation (Address required on original strata plan only)
THE OWNERS
STRATA PLAN No. 79481
No. 47A TARA STREET
KANGAROO POINT, 2224.

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919 AND SEC 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:-
1. RIGHT OF FOOTWAY 1 WIDE
2. RESTRICTION ON USE OF LAND.

THE COMMON SEAL OF
LINDA ONE PM LTD was Hereby Affixed
By an Authorised Officer of the Company
in the presence of

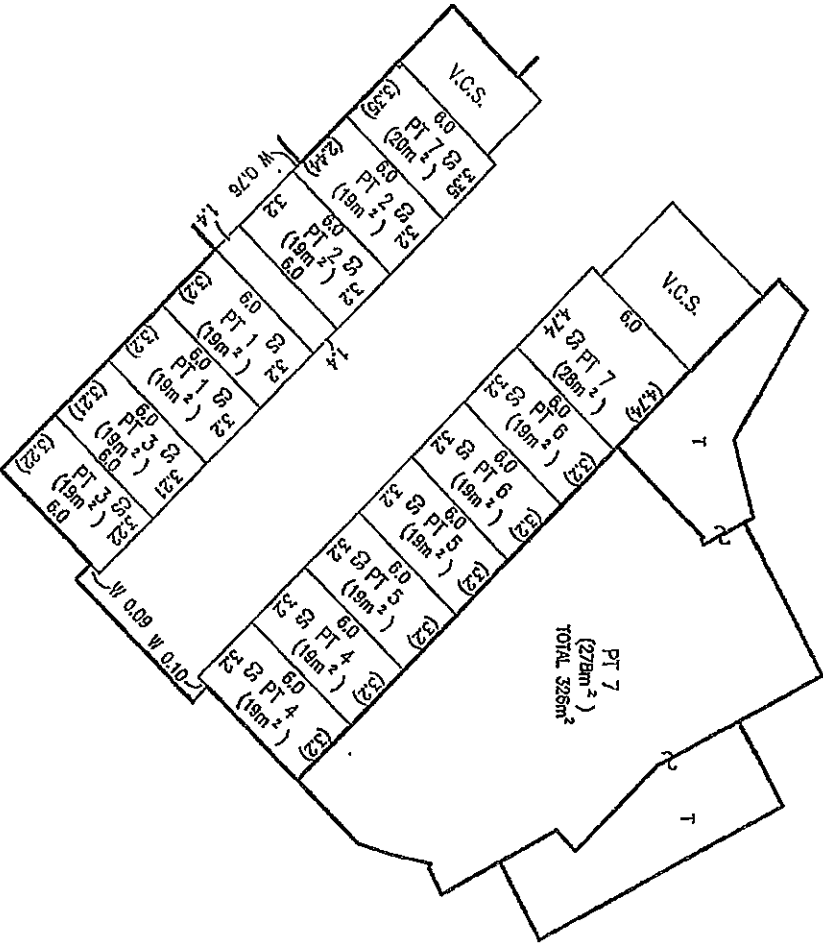


[Signature]
WATSON BUCHAN SURVEYORS
Director

SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	UNIT ENTITLEMENT
1	26
2	29
3	29
4	29
5	29
6	29
7	29
AGGREGATE	200

SP79481



LOWER GROUND FLOOR

- CS DENOTES CAR SPACE
 - W DENOTES PROLONGATION OF OUTER FACE OF WALL
 - T DENOTES TERRACE
 - V.C.S. DENOTES VISITOR CAR SPACE (COMMON PROPERTY)
1. AREAS ARE APPROXIMATE
 2. TERRACES AND BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED.

Reduction Ratio 1:200

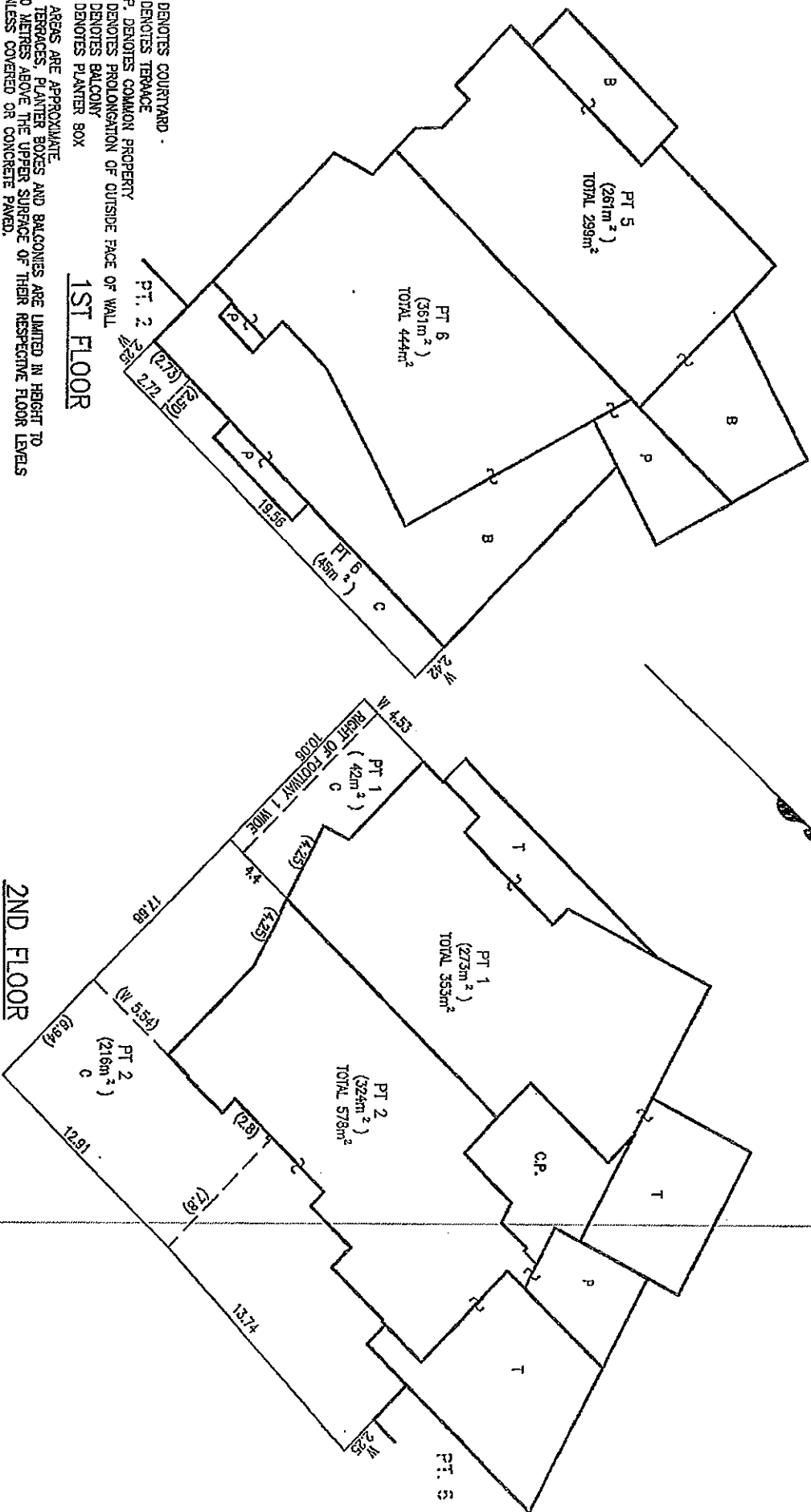
Lengths are in metres

Registered Surveyor

Authorized Person/Chartered Engineer/Accredited-Certifier

SURVEYOR'S REFERENCE: 05/0539

SP79481

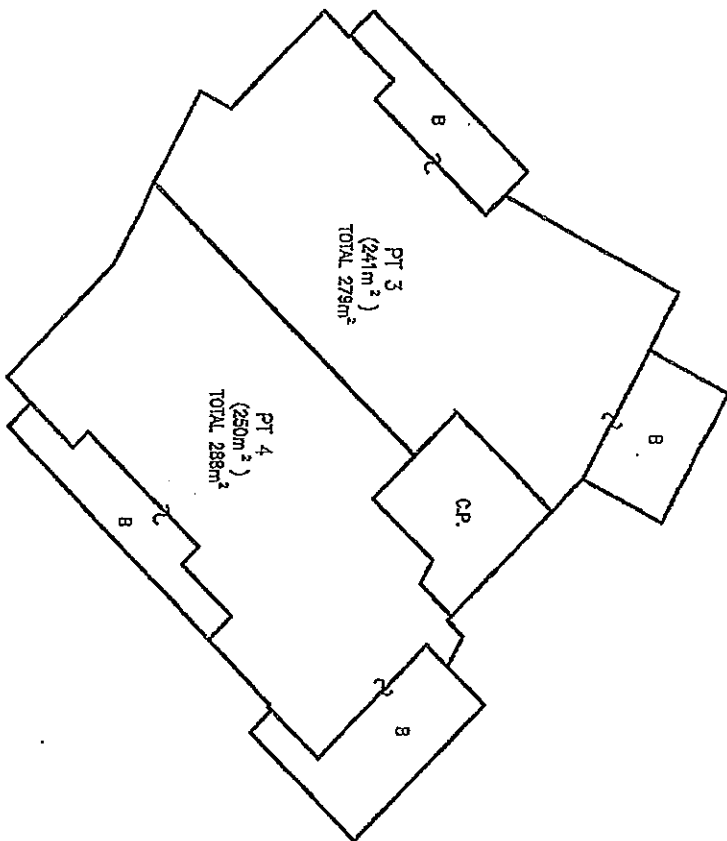


- C DENOTES COURTYARD
 - T DENOTES TERRACE
 - C.P. DENOTES COMMON PROPERTY
 - H DENOTES PROLONGATION OF OUTSIDE FACE OF WALL
 - B DENOTES BALCONY
 - P DENOTES PLANTER BOX
1. AREAS ARE APPROXIMATE
2. TERRACES, PLANTER BOXES AND BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED OR CONCRETE PAVED.
3. COURTYARDS ARE LIMITED IN HEIGHT AND DEPTH TO 3.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THEIR RESPECTIVE GROUND FLOOR UNIT LEVELS, UNLESS COVERED OR CONCRETE PAVED.
4. THE STRUCTURES OF THE COURTYARD BOUNDARY FENCES, WALLS, PATIOS AND ALL OTHER STRUCTURES WITHIN COURTYARDS, ARE COMMON PROPERTY.

Registered Surveyor
 SURVEYOR'S REFERENCE: 05/0539

Authorised Person/Sensor-Modified/Accessed/Qualified

SP79481



3RD FLOOR

C.P. DENOTES COMMON PROPERTY
B DENOTES BALCONY

1. AREAS ARE APPROXIMATE.
2. TERRACES, PLANTER BOXES AND BALCONIES ARE LIMITED IN HEIGHT TO 3.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED.

Reduction Ratio 1: 200

Lengths are in metres

M. M. M. M.
Registered Surveyor

oc/pooy

S. S. S. S.
Authorized Person / *Amaraal Kananagar, Accredited - Certified*

SURVEYOR'S REFERENCE: 05/0539

Instrument Setting Out Terms Of Easements Intended to be Created or Released, Restrictions on the Use Of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 as amended and Section 7 (3) of the Strata Schemes (Freehold Development) Act 1973

Sheet 1 of 2 Sheets

SP79481

Plan of Lot 30
DP1061481
covered by Strata Certificate No. 06/0027

Full name and address of the owner of the land

LMNO One Pty Limited
110 Hopetoun Avenue
VAUCLUSE NSW 2030

Part 1

1. Identity of easement, restrictions or positive covenant to be created and firstly referred to in the plan

Right of Footway 1 wide

Schedule of lots, etc. affected

Lots Burdened
Lot 1

Lots, relevant roads, bodies or prescribed authorities benefited
Lot 2

2. Identity of easement, restrictions or positive covenant to be created and secondly referred to in the plan

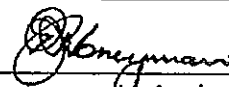
Restriction on Use of Land

Schedule of lots, etc. affected

Lots Burdened
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7

Lots, relevant roads, bodies or prescribed authorities benefited
Sutherland Shire Council
Sutherland Shire Council
Sutherland Shire Council
Sutherland Shire Council
Sutherland Shire Council
Sutherland Shire Council
Sutherland Shire Council

Approved by Sutherland Shire Council



Authorised Person

Instrument Setting Out Terms Of Easements Intended to be Created or Released, Restrictions on the Use Of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 as amended and Section 7 (3) of the Strata Schemes (Freehold Development) Act 1973

Sheet 2 of 2 Sheets

SP79481

Plan of Lot 30
DP1061481
covered by Strata Certificate No. 06/2027

Part 2

1. Terms of Restriction on Use of Land secondly referred to in the plan

The occupants of the development shall be restricted to older people or people who have a disability, people who live with older people or people who have a disability and staff employed to assist with the administration of and provision of services to these occupants and the development, as defined under the provisions of State Environmental Planning Policy No. 5 – Housing for Older People or People with a Disability.

Name of person or authority empowered to release, vary or modify Restriction on Use of Land secondly referred to in the plan

Sutherland Shire Council

REGISTERED 12.9.2007

The Common Seal of LMNO One Pty Limited

was hereunto

affixed by resolution of the

Directors in the presence of



[Signature]
Secretary

[Signature]
Director

Approved by Sutherland Shire Council

[Signature]
Authorised Person

20 20 20

D270737



New South Wales.

E 7344 L

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

17.6
12.6
5.0
1.2.5 - 0 lb
20/11/0

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such circumstances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of *eighty seven pounds ten shillings (£87-10-0)* paid by WILLIAM MARCHANT BOSLEY of Sylvania Senior Clerk to the

Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said WILLIAM MARCHANT BOSLEY All the estate and interest of the registered Proprietor in fee simple in the surface of that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the

Registered Vol *424/214* and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 279130 from the Holt Sutherland Estate Company Limited to Louisa Carruthers Langley And doth also transfer to the said WILLIAM MARCHANT BOSLEY all

the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. 279130 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustees for the time being of the said Will of the said Thomas Holt deceased and hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses in being or buildings now created or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

1/8
2/11/17

D-677240

1/1/1

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said WILLIAM MARCHANT

BOSLEY may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 279130 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this *fourtyfourth* day of *February* 19*44*

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *fourtyfourth* day of *February* 19*44* and such Directors thereupon signed this Transfer in the presence of—

W. Price
Ralph Simpson } *Directors*

W. J. Smith
Secretary

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

SIGNED in my presence by the said

WILLIAM MARCHANT BOSLEY who is personally known to me—

W. L. Boyley

W. J. Smith
Secretary

PERPETUAL TRUSTEE COMPANY LTD.,

2, 4 and 6 SPRING STREET, SYDNEY.

No. 446.

29th February 1944

Received from William Marchant Boxley
the sum of eighty seven pounds, four shillings

being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. 2/19130 dated 1st May 1898

from the HOLT SUTHERLAND ESTATE CO. LTD. to the said
Lewis Carruthers King Esq.
and part of the land comprised in Memorandum of Lease
Registered No. 50900.

£ 87-10-0

W. Lewis Accountant.
J. J. [Signature] Cashier.

No. D270737 Transfer of house and
 Memorandum of Transfer of
 Lot 8 Sec. 10 D.P. 800 Jara and
 Venetia Sts at Eyreton Shire
 of Sutherland
 (Excepting and reserving all mines
 of coal & c.)

Lodged by
 MESTER, SIMMONS & CO. S. D.
 SYDNEY.

HOLT SUTHERLAND COMPANY (1933) LIMITED,
 Transferor.


William Merchant Bosley transferee.

Particulars entered in the Register Book, Vol. 1924.
 Folio 2164 subsec No. 50 990.

*Report
 19/4/44*

the 17th day of April, 1944
 at _____ minutes - _____ o'clock
 in the _____ noon.

W. M. Bosley
 Registrar General.



	DATE	INITIALS
SENT TO SURVEY BRANCH	22/3/44	[initials]
RECEIVED FROM RECORDS	22/3/44	[initials]
DRAFT WRITTEN	22/3/44	[initials]
DRAFT EXAMINED	22/3/44	[initials]
DIAGRAM COMPLETE	22/3/44	[initials]
DIAGRAM EXAMINED	22/3/44	[initials]
DRAFT FORWARDED	22/3/44	[initials]
SUPT. OF ENGRAVERS	22/3/44	[initials]
CANCELLATIONS CLERK	22/3/44	[initials]

5423 132



R.P. 13, 694741
 New South Wales



RAES:—
 Lodgment 2/10
 Endorsement 2/10
 Certificate 2/10
 P/D 10

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

I, Discharged from mortgage F546175
BERTRAND FREDERICK GEISSLER of Kogarah, Garage Proprietor,

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Ten thousand pounds-----

(£10,000.00) (the receipt whereof is hereby acknowledged) paid to me by NEVILLE MALCOLM MANNING ABBOTT of 31a Tara Street, Sylvania, Newagent.

(herein called transferee)

do hereby transfer to the said transferee
 ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title (d)			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART	5746	149	Being Lot A on plan annexed to Transfer No. G236908 and together with as appurtenant to the

And this transferor does consent with the transferee said Lot A a right of carriage-way over the strip of land 6 feet wide edged blue in the Plan annexed to Instrument of Transfer No. G236908 BUT RESERVING thereout unto the Transferor his executors administrators and assigns as appurtenant to Lots B and C shown on the said Plan a right of carriage-way over the strip of land 6 feet wide edged red in the said Plan TO THE INTENT that the common right of carriage-way hereby created shall be used and enjoyed in common by the registered proprietors from time to time of the said Lots A, B and C And the cost of repairing and maintaining the said right of carriage-way shall be borne in equal proportions by the registered proprietors from time to time of the said Lots A, B and C.

ENCUMBRANCES, &c., REFERRED TO.

Exception and reservation of all minerals as contained in Instrument of Transfer No. A8778 and D 270737.

Signed at _____ the _____ day of _____ 1957
 Signed in my presence by the transferor
 WHO IS PERSONALLY KNOWN TO ME
Theddy James
 Solicitor
 Registered

B.F. Geissler
 Transferor

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

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
N.M. Abbott
 Transferee(s).

(Trusts must not be disclosed in the transfer)
 Types or handwriting in this instrument shall not be altered into any other; Handwriting added by this and Public Seal hereafter shall not be valid.
 a. A fee simple estate in land or a fee simple estate in land with a right of way or other easement or a fee simple estate in land with a right of way or other easement and a right of way or other easement shall be deemed to be a fee simple estate in land.
 b. Full powers of attorney to execute this instrument shall be deemed to be a fee simple estate in land.
 c. If to two or more, state whether "as joint tenants" or "as tenants in common."
 d. If all the transferees consent to voluntarily invest, a form of mortgage (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their agents where relevant.
 e. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred and being lot, sec. 141, or "being the land shown in the plan enclosed hereto" or "being the portion of the land in certificate or title" claimed Vol. Fol. Where the consent of the local council is required to a subdivision of the certificate and this consent is required by the Act, 1900, should accompany the transfer.
 f. Strike out if unnecessary, or suitably adjust:
 (1) If any encumbrances are to be created or any exceptions to be made.
 (2) If the statutory conditions imposed by the Act are intended to be varied or modified.
 g. Consents about comply with the provisions of Section 84 of the Conveyancing Act, 1919-1924.
 h. A very short title will suffice.
 i. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, J.P. or Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries, who having questioned the witnesses should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.
 j. Repeat attestation if necessary.
 If the Transferor or Transferee signs by a clerk, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

* If issued by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of revocation on back of form signed by the attorney before a witness.
 † If Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently so signing liable to a penalty of £500 also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being witnessed by signature or initials in the margin, or noted in the attestation.
 24527

C 694741

LODGED BY Robert A. Patrick & Son,

No. _____

CONSENT OF MORTGAGEE!

12 Butler's Road, Hurstville

(N.B.—Before execution read marginal note.)

Y, THE COMMERCIAL BANK OF AUSTRALIA LIMITED

mortgages under Mortgage No. F546175
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to any rights and remedies as regards the balance of the land comprised in such mortgage and without prejudice to any other stipulations given by the mortgagor in the said Bank instrument of any principal and interest money intended to be repaid.

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

Dated at SYDNEY this twenty sixth day of March 19 57.
 Signed in my presence by SYDNEY REDDROF

THE COMMERCIAL BANK OF AUSTRALIA LIMITED
 By its Attorney

S. Reddrof
 Mortgages.

who is personally known to me.

MEMORANDUM AS TO NON-REVOCACTION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 40448 Miscellaneous Register under the authority of which he has just executed the within written instrument.

Signed at SYDNEY the Twenty sixth day of March 19 57.
 Signed in the presence of—

S. Reddrof

*Strike out unnecessary words. Add any other matter necessary to state that the power is exercisable.

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

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

To be signed by the J.P. in the presence of the attesting witness to this instrument. Not required if the instrument is to be registered before one of these parties.

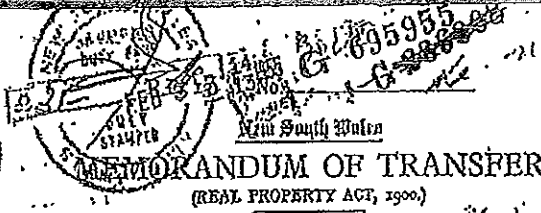
INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HERETO
	Reg. Act. of C. Way	To be filled in by person signing dealing
	Checked by E.H.B. S.H.B.	Particulars entered in Register Book, Volume 5746 Folio 119
Passed (in S.D.B.) by	the 9 th day of December 1957 at _____ minutes past _____ o'clock in the presence of _____	1. _____
Signed by	<i>S. H. Wells</i> Registrar-General	2. _____
		3. _____

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Date	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined ...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supp. of Engineers ...		
Cancellation Clerk ...		

EXECUTION OUTSIDE NEW SOUTH WALES.
 Execution may be proved where the parties are resident—
 (a) in any part of the British Dominion outside the State of New South Wales by signing and acknowledging before the legalised consular officer of such Dominion, or before any Justice, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Magistrate, or any municipal or local government corporation of such part of the Dominion, or any part of the Governor, Consul-General, Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting District Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
 The fees are:—Upon lodgment (a) £2-0-0 if accompanied by the relevant title or evidence of production thereof, (b) £2-0-0 otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £1-0-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is executed to be made together with an endorsement or executed to receive an endorsement or in any way create an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional plan where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



Fees: £ s d
 Lodgment 1/10/-
 Endorsement : :
 Certificate 2/1/-
 Stamp 1/1/-
 Encumb 1/10/-
 C/M : 10/-
 1/5/10 = 1
 3-2-35

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)
 (discharged from title)

(Things must not be disclosed in the transfer)

Types of handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

I, BERTRAND FREDERICK GELSSLER of Kogarah, Garaga Proprietor

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of THREE THOUSAND POUNDS (£3000)

(£) (the receipt whereof is hereby acknowledged) paid to me by

LAURENCE RYDA PARKINSON of 39 BONHEUR AVENUE GAREE PARK, Company Director
 (herein called transferee)

do hereby transfer to the said transferee

ALL such MY Estate and Interest in ALL THE land mentioned in the schedule following:-

County.	Parish.	Reference to Title (3)			Description of Land (if part only). (4)
		Whole or Part.	Vol.	Fol.	
Dumfriesshire.	Sutherland. Part.	D/40.	11V.	Being Lot B as shown on Plan annexed hereto and marked "A".	

And the transferee covenants with the transferor **TOGETHER WITH** as appurtenant to the said Lot B a right of carriage way over the strip of land 6 feet wide edged red in the said plan **BY** DESCENDING thereout unto the transferor his executors administrators and assigns as appurtenant to lots A and C shown on the said plan a right of carriage way over the strip of land 6 feet wide edged blue on the said plan **TO** TRAVEL **INTENDING** that the common right of carriage way hereby created shall be used and enjoyed in common by the registered proprietor or proprietors from time to time of the said lots A, B and C **AND** the cost of repairing and maintaining the said right of way shall be borne in equal proportions by the registered proprietor or proprietors from time to time of the said lots A, B and C.

ENCUMBRANCES, &c., REFERRED TO:

399446

Subject to exceptions and reservations of all mines of coal, iron and other metals and minerals and right to get work and win same as contained in Transfers Nos. AD170 and DB70737.

Signed at Sydney the fourteenth day of January 1905
 Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed 4507

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Laurence Ryda Parkinson
 Transferee(s).

THIS SPACE TO BE LEFT FREE FROM WRITING.

- a If a less estate, strikes out "in fee simple" and inserts the required alteration.
- b Full postal address of transferee must be shown.
- c If two or more, state whether as joint tenants or tenants in common.
- d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- e If part only of the land comprised in the Certificate or Certificate of Title is to be transferred, and being lot, or D.P., or "being the land shown in the plan and having as its title the residue of the land is certificate (or grant) register, Vol. Fol. Where consent of the local council is required to a subdivision the certificate and plan annexed thereto and the L.C. Act, 1919, should accompany the transfer.
- f Strike out if unnecessary. Covenants should comply with Section 44 of the Conveyancing Act, 1919-1924. Here also should be set forth any right-of-way or easement or exception.
- g Any provisions in addition to or modification of the covenants implied by the Act may be inserted. If the space provided is insufficient a form of annexure of the same kind and quality of paper as this instrument should be used.
- h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.
- i Repeat attestation if necessary.
- j The Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

* If signed by virtue of any power of attorney, the original power must be produced, and produced with each dealing, and the memorandum of non-avocation on back of form signed by the attorney before a witness.
 N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person liable or negligently certifying liable to a penalty of £100, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impinge a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
 REG-17 2115 A.M. 1905. FORM 12/1905.

LODGED BY *[Signature]*

695955
695955

CONSENT OF MORTGAGEE
(N.B.—Before execution read marginal note.)

THE COMMERCIAL BANK OF AUSTRALIA LIMITED
Mortgagee under Mortgage No. F546175
releases and discharges the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to any rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at SYDNEY this twenty first day of December, 1954.
Signed in my presence by SYDNEY GIBSDROP
By its Attorney

[Signature]
Head of

who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 40448 Miscellaneous Register under the authority of which he has just executed the within transfer above-mentioned instrument.

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

Signed at SYDNEY the twenty first day of December, 1954.
Signed in the presence of *[Signature]*

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

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

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

INDEXED <i>[Initials]</i>	MEMORANDUM OF TRANSFER <i>Together with and leaving right of carrying of way.</i>	DOCUMENTS LODGED HEREWITH. <i>(To be filled in by person lodges dealing.)</i>
	Checked by <i>[Initials]</i>	Particulars entered in Register Book, Volume <i>5746</i> Folio <i>119</i>
	Passed (in S.D.B.) by <i>[Initials]</i>	the <i>21st</i> day of <i>Dec</i> 19 <i>54</i> at _____
	Signed by <i>[Signature]</i>	<i>50</i> minutes past <i>2</i> o'clock in the <i>after</i> noon.
		<i>[Signature]</i> Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch		
Received from Record		
Draft written ...	<i>[Initials]</i>	<i>12/12/54</i>
Draft examined, ...	<i>[Initials]</i>	<i>17/12/54</i>
Diagram prepared	<i>[Initials]</i>	<i>21/12/54</i>
Diagram examined	<i>[Initials]</i>	<i>21/12/54</i>
Draft forwarded	<i>[Initials]</i>	<i>21/12/54</i>
Supt. of Engravers	<i>[Initials]</i>	<i>21/12/54</i>
Cancellation Clerk	<i>[Initials]</i>	<i>21/12/54</i>
Vol. <i>1002</i>		Fol. <i>189</i>

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

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

On the day of execution (a) £2-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) £2 for each new Certificate of Title issued, (e) 10/- where the Transfer contains covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 10/- where the Certificate extends fifteen folios, (h) as approved, in cases involving more than one simple diagram or any diagrams other than a simple diagram.

Transfers in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

6439456, to follow

SHIRE OF SUTHERLAND

Certificate of New Road or Subdivision

Local Government Act, 1919, Sec. 327, Ordinance No. 82, Form 1.

Certificate No. 241/54

Plan No. 241/54

Fee: 10/- Receipt No. 11879.

Assessment: M1r. 6C97

COUNCIL CHAMBERS,

SUTHERLAND

23rd November, 1954.

APPLICANT

(Name) ... MR. J. J. HALL,

(Address) ... P.O. Box 6,

EARLWOOD.

OWNER

(Name) ... BERTRAND FREDERICK KEISLER,

(Address) ... 31. Tara Street,

SYLVANIA.

SUBDIVISION

Subdivision of Lot pt. 7, Section 10, D., 800 Tara Street

into three lots numbered A, B, and C, respectively.

NEW ROADS

N11

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above

described and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Approved by the Council of the Shire of Sutherland in pursuance of Part XII of the Local Government Act 1919, Covered by Council Clerk's Certificate No. 241/54

of ... 23rd November, 1954.

Stanley
Shire Clerk

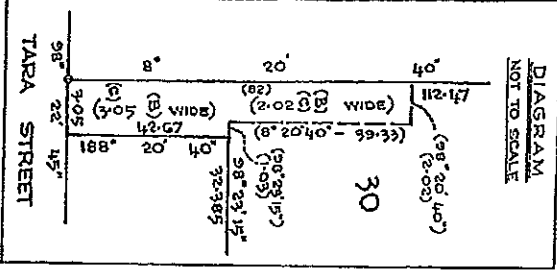


M. J. ...
Municipal Director

SURVEYING REGULATION 2001 - CLAUSE 32(2)

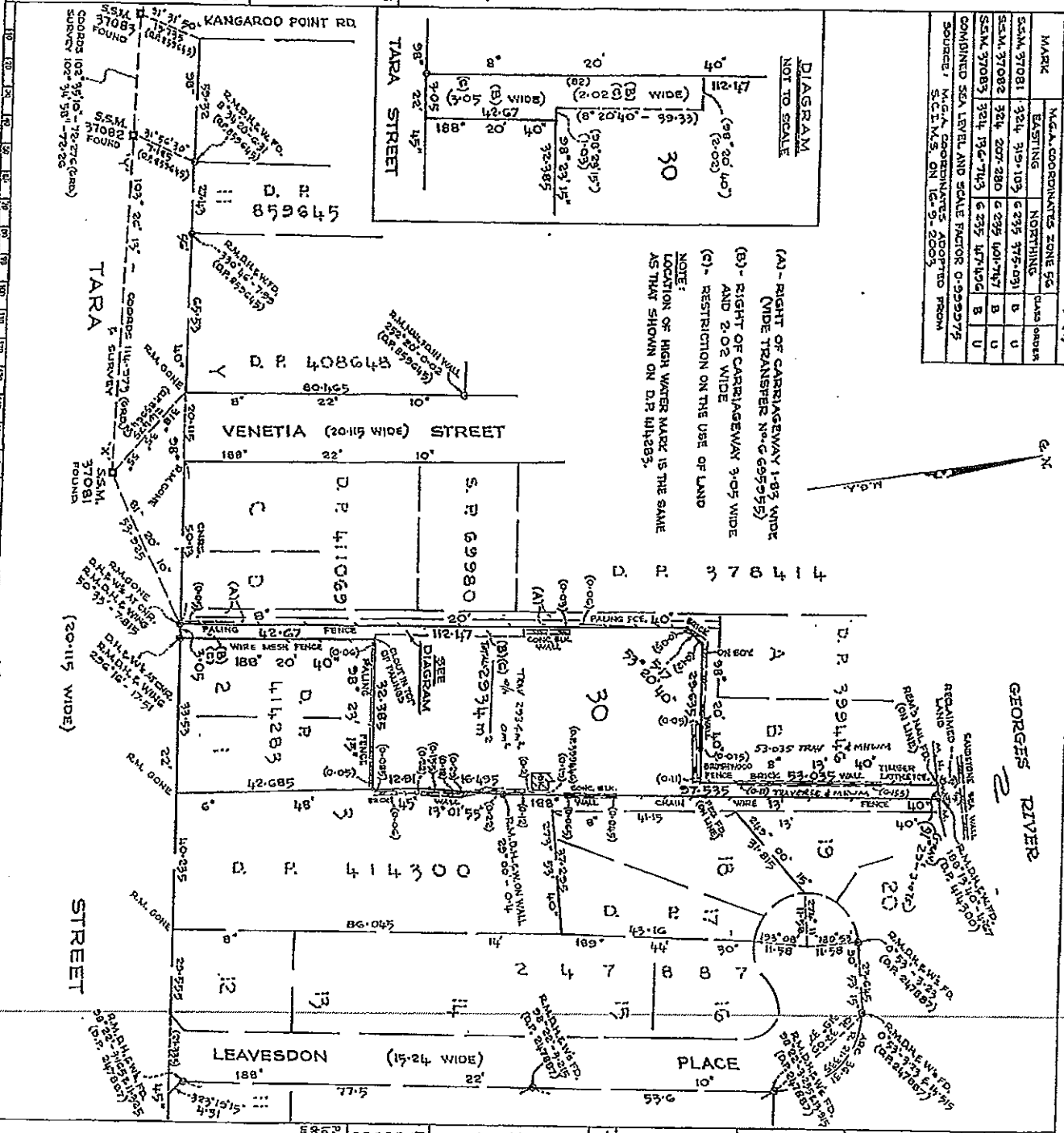
MARK	M.G.A. COORDINATES ZONE 56	CLASS	MARK
	EASTING	NORTHING	
S.M. 37081	324 319.109	C 235	U
S.M. 37082	324 207.280	C 235	U
S.M. 37083	324 196.714	C 235	U

COMBINED SEA LEVEL AND SCALE FACTOR 0.999275
SOURCE: M.G.A. COORDINATES ADAPTED FROM S.C.I.M.S. ON 16-9-2001



- (A) - RIGHT OF CARRIAGEWAY 1.83 METER WIDE TRANSVERSE N° 0659295
 - (B) - RIGHT OF CARRIAGEWAY 3.05 METER WIDE AND 2.02 METER WIDE
 - (C) - RESTRICTION ON THE USE OF LAND
- NOTE: LOCATION OF HIGH WATER MARK IS THE SCALE AS THAT SHOWN ON D.P. 414283.

Plan Drawing only to appear in this space



DP1061481

Registered
The Shire of TORRENS
Purpose: REDEMPTION
Rat. Abst: U0030 - 24
Last Paid: DP 414283

PLAN OF REDEMPTION OF
LOT 3 IN D.P. 414283

Lengths are in metres. Datum: Mean Sea Level
L.G.A. SUTHERLAND SHIRE
Locality: SYDNEY
Parish: SUTHERLAND
County: CUMBERLAND

1. ROAD SURVEYING REGULATIONS 2001
2. ROAD SURVEYING REGULATIONS 2001
3. ROAD SURVEYING REGULATIONS 2001
4. ROAD SURVEYING REGULATIONS 2001
5. ROAD SURVEYING REGULATIONS 2001
6. ROAD SURVEYING REGULATIONS 2001
7. ROAD SURVEYING REGULATIONS 2001
8. ROAD SURVEYING REGULATIONS 2001
9. ROAD SURVEYING REGULATIONS 2001
10. ROAD SURVEYING REGULATIONS 2001

PURSUANT TO SECTION 191 OF THE CONVEYANCING ACT, 1919 AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE:
1. RIGHT OF CARRIAGEWAY 3.05 METER WIDE & 2.02 METER WIDE
2. RESTRICTION ON THE USE OF LAND.

PLAN OF REDEMPTION OF LOT 3 IN D.P. 414283
TO ADDRESS PUBLIC NEEDS, TO CREATE PUBLIC RESERVE OF LAND OF THE SHIRE OF TORRENS, IN THE USE OF THE SHIRE OF TORRENS.

Subdivision Certificate
This certificate is issued in accordance with the provisions of the Subdivision Act 1988 and the provisions of the Subdivision Regulations 2001.
The boundaries shown on this certificate are based on the survey of the land shown on the plan of subdivision.
The boundaries shown on this certificate are based on the survey of the land shown on the plan of subdivision.
The boundaries shown on this certificate are based on the survey of the land shown on the plan of subdivision.

DP1061481

Instrument setting out terms of Right of Carriageway & Restriction on the Use of Land intended to be created pursuant to Section 88B Conveyancing Act, 1919.

Plan:

(Sheet 1 of 1 sheets)
 Plan of ~~Lot 30 DP~~ REDEFINITION
 OF LOT 3 IN DP 414283.

Full name and address
 of the owner of the land:

LMNO ONE PTY LIMITED
 28 Isabella Street
 QUEENS PARK NSW 2024

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway 3.05 wide & 2.02 wide	30	Lots A & B DP 399446
2	Restriction on the Use of Land	30	Lots A & B DP 399446

Part 2 (Terms)

2. Terms of Restriction numbered 2 in the plan.

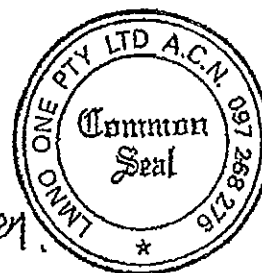
- (a) All costs of the maintenance and reconstruction of the Right of Carriageway are to be born by the owners of the burdened Lot.
- (b) All liability associated with the Right of Carriageway is to be born by the owners of the burdened Lot.

Persons empowered to release, vary or modify the right and restriction numbered 1 & 2 in the plan.

By mutual consent of the owners for the time being of the burdened and benefited lots.

THE COMMON SEAL OF
 LMNO ONE PTY LIMITED

was hereunto affixed by Authority of the
 Board of Directors and in the presence of



Full
 DIRECTOR/SECRETARY
W. B. ... DIRECTOR



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AN483093P

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/SP79481	
---------------------------------------	--

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	V J RAY PTY LIMITED PO BOX 369 CAMPSIE NSW 2194 TEL: 9784-7900 Reference: SP79481	CH

(C) The Owners-Strata Plan No. 79481 certify that a special resolution was passed on 19/4/2018

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. 1-20

Added by-law No. 1-16 AND SPECIAL BY-LAW 1

Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO 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. 79481 was affixed on 2/5/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: MICHAEL POLLARD

Authority: STRATA MANAGING AGENT

Signature: _____

Name: _____

Authority: _____



Annexure "A" Consolidated By-laws Strata Plan 79481

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 any thing 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 services 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.



The seal of The Owners - Strata Plan 79481
was affixed on 2/8/18
in the presence of:

Signature:

Name: Michael Pollard

Authority: Strata Managing Agent.
Authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

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 on 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 common property.

7 Behaviour of owners, occupiers and invitees

- 1) An owner or occupier of a lot, or any 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 another lot or to any person lawfully using common property.
- 2) An owner or occupier of a lot must take all reasonable 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 another 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 child 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 designated 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 any thing or permit any invitees of the owner or occupier to do any thing 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 the common property any inflammable chemical, liquid or gas or other inflammable material.
- 2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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.

13 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 a similar type.

14 Disposal of waste-shared 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 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 purposes 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 any receptacle for waste. **"waste"** includes garbage and recyclable material.

15 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 occurs or a lease or sublease commences.

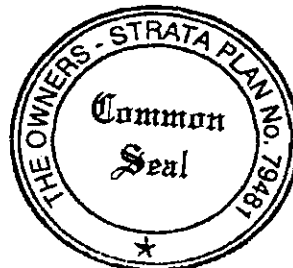
16 Compliance with planning and other requirements

- 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 1 - Minor Renovations

The Owners Corporation, according to section 110 (6) (b) of the Strata Schemes Management Act 2015, delegates its functions to approve minor renovations by owners under section 110 to the Strata Committee

The seal of The Owners - Strata Plan 79481
was affixed on 2/5/18
in the presence of : _____
Signature: _____
Name: Michael Pollard
Authority: Strata Managing Agent.
Authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.



Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

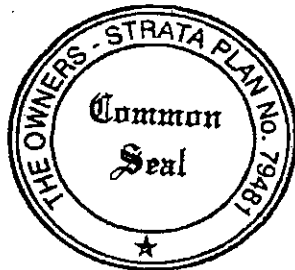
The seal of The Owners - Strata Plan No 79481 ... was affixed on ^02/05/2018.....
in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: ..MICHAEL POLLARD..... Authority: ...STRATA MANAGING AGENT..

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if Inapplicable.





Applicant:

Excel Con
PO Box 3182
KIRRAWEE DC NSW 2232

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:20/0492	Delivery option:	
Certificate date:	04/02/2020	Your reference:	TS:KK:063772

Property:

Lot 5 S/P 79481
5/47A Tara Street SYLVANIA NSW 2224

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone E4 Environmental Living

The land is subject to a Foreshore Building Line. Clause 6.9 of the Sutherland Shire Local Environmental Plan 2015 applies to this land.

Notes:

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015

- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

- * SEPP (Building Sustainability Index: BASIX) 2004

- * SEPP (Exempt and Complying Development Codes) 2008

- * SEPP (Affordable Rental Housing) 2009

- * SEPP (Coastal Management) 2018

- * SEPP (Educational Establishments & Child Care Facilities) 2017

- * SEPP (Infrastructure) 2007

- * SEPP (Mining, Petroleum & Extractive Industries) 2007

- * SEPP No.19 - Bushland in Urban Areas

- * SEPP No.21 - Caravan Parks

- * SEPP No.33 - Hazardous and Offensive Development

- * SEPP No.50 - Canal Estate Development

- * SEPP No.55 - Remediation of Land

- * SEPP No.64 - Advertising and Signage

- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation and SEPP Remediation of Land.

Draft SSLEP2015 Landscaped Area - Existing Non-Compliances applies to the land. The amendment proposes to introduce flexibility into the landscaped area provisions of the Plan to allow consent to be granted despite an existing non-compliant landscaped area for specific types of development.

Draft SSLEP2015 Minor Amendment - Exempt & Complying Development 2018 applies to the land. The amendment proposes to make minor changes to the exempt and complying development provisions for the E4 Environmental Living zone contained in Sutherland Shire Local Environmental Plan 2015.

Draft SSLEP2015 Minor Amendment - Clauses Zoning and

Development Standards 2018 applies to the land. The amendment proposes to make minor changes to the drafting of Clauses 4.1A and 4.1B which will affect certain types of subdivision in zones E3 Environmental Management, E4 Environmental Living, R2 Low Density Residential, R3 Medium Density Residential and R4 High Density Residential.

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

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone E4 Environmental Living**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

- (d) Prohibited:

Industries; Service stations; Warehouse or distribution centres;

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

Sutherland Shire Local Environmental Plan 2015 Clause 2.5 Additional permitted uses for particular land applies.
Use of certain land in E4 Environmental Living

Development for the purpose of dual occupancies, is permissible with development consent, but only if the area of the lot is equal to or greater than 700 square metres.

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

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

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

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

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

Housing Code

Complying development may not be carried out under this Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on www.sutherlandshire.nsw.gov.au.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development may be carried out on the land under the Housing Internal Alterations Code.

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the Commercial and Industrial Alterations Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may not be carried out on the land under the Commercial and Industrial (New Buildings and Alterations) Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on www.sutherlandshire.nsw.gov.au.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

Complying development may be carried out on the land under the Subdivisions Code.

Rural Housing Code

Complying development may not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on www.sutherlandshire.nsw.gov.au.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Medium Density Housing Code

Complying development may not be carried out under the Low Rise Medium Density Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local

Environmental Plan 2015 available on
www.sutherlandshire.nsw.gov.au.

(Note: All land in the Sutherland Shire is deferred from this code until the 1st of July 2020.)

Green Field Housing Code

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on www.sutherlandshire.nsw.gov.au.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

Complying development may be carried out on the land under the General Development Code.

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

Complying development may be carried out on the land under the Fire Safety Code.

Inland Code

Complying development may not be carried out under this Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on www.sutherlandshire.nsw.gov.au.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

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

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

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

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

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

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

Note: Council has approved Aged Persons Development on this land. Pursuant to State Environment Planning Policy No. 5 and State Environmental Planning Policy (Housing for Seniors or People with a disability) 2004. This development must be occupied by person defined only by these State planning provisions. It would be a breach of Development Consent to not comply with the above provisions.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

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

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

Note: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

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

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

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

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

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

Occupation Certificate Determination

This certificate is issued by a certifying authority (a council or a private certifier) and allows the applicant to occupy or use the building or part of the building as set out in the certificate.

1 Details of the applicant

Mr Ms Mrs Dr Other

First name: Family name / Company Name:

Flat/street no: Street name:

Suburb or town: State: Postcode:

Daytime telephone: Fax: Mobile:

Email:

2 Identification of the land

Flat/street no: Street name:

Suburb or town: Postcode:

Lot no: Section:

DP/MPS no: Volume/folio:

Development application or complying development certificate no:

3 Decision of the Certifying Authority

Type of certificate issued:

an interim occupation certificate

a final occupation certificate

Date of this decision:

4 Information attached to this decision

- A schedule of fire safety measures Attachment B
- The final fire safety certificate or an interim fire safety certificate (as relevant)
- Other relevant information relied upon as contained within Attachment A

5 Description of the subject work

Construction of Seven (7) SEPP 5 apartments including undercover carparking and landscaping.

Final Occupation Certificate

Stuart Boyce certifies that

- a current development consent has been granted for the development
- a current complying development certificate has been issued for the development
- a current construction certificate has been issued with respect to the plans and specifications for the building
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia as a class **2 and 7a** building
- a final fire safety certificate has been issued for the building
- a final report from the Commissioner of Fire Brigades has been considered.

Occupation certificate no: **03325-oc**

Date of the certificate: **7th August 2008**

Signature

For this certificate to be valid, it must be signed by the certifying authority.

Signature: 

Name: **Stuart Boyce**

Flat/Street no.: **L1, 71-73** Street name: **Archer Street**

Suburb or town: **Chatswood** State: **NSW** Postcode: **2067**

Telephone: **(02) 9411 5360** Fax: **(02) 9411 5420**

If the certifier is an accredited certifier:
Accreditation body of the certifier: **Building Professionals Board (BPB)** Accreditation no. of the certifier: **BPB 0044**

Attachment A Relevant Information Relied Upon

D/Consent Condition Number	Description
-	Deferred Development Consent Number 10275 of 2002 issued by the Land & Environment Court dated 16 th December 2002. Correspondence dated 5 th December 2003 Issued by Sutherland Shire Council detailing condition A (a) of the Deferred D/Consent has been satisfied. Correspondence dated 11 th December 2003 issued by Sutherland Shire Council detailing the D/Consent is now active. Modified D/Consent Number 10275 of 2002 issued by the Land & Environment Court dated 29 th October 2003.
-	Modified D/Consent (DA020053, Modification Application Number MA05/0226, dated 19 th October 2005, including covering letter issued by Greg Hansell of Council, dated 19 th October 2005.
-	Construction Certificate Issued by Stuart Boyce of BCA Logic numbered 03325-cc dated 28 th June 2004.
-	Construction Certificate Issued by Stuart Boyce of BCA Logic numbered 03325-cc1 dated 6 th December 2006.
-	Occupation Certificate Application Form completed by the applicant and received on 27 th May 2007.
10.	Receipt of payment Issued by Sutherland Shire Council dated 24 th July 2007 for S94 contributions.
11a and 11b.	Certification of installation / construction of carpark layout issued by Design 23 Pty Ltd dated 10 th March 2008. Copy of email dated 10 th March 2008 issued by Manfred Kersch on car wash bay width.
11c.	S96 Modification No MA06/0212 dated 4 th July 2006 Issued by Sutherland Shire Council deleting covenant requirement for Fire Hydrant System. Certification of installation of Fire Hydrant and Portable Fire Extinguishers issued by Thomson Kane Pty Ltd dated 10 th May 2006.
11c2 to c6 and 11d.	Accessibility Report for Occupation Certificate Issued by Accessibility Solutions (NSW) Pty Ltd dated 6 th March 2008.
11c7.	Certification of installation of internal passenger lift issued by Sanscord Pty Ltd dated 11 th September 2006 and 4 th March 2008.
11c8.	Registration of Plant with Work Cover issued 13 th February 2004.
11e.	Certification of installation of bathroom layout issued by Design 23 Pty Ltd.
12, 45, 46, 47 and 56.	Certification of completion of landscape works issued by POD Landscape Architecture dated 12 th July 2006.
15.	Certification of installation of external finishes to development Issued by Design 23 Pty Ltd.
18, 23 and 50.	Certification of installation of stormwater drainage works and Issue of detailed surveyed WAE plans issued by Harrison Friedmann & Associates Pty Ltd dated 5 th March 2007.
25.	Certification of installation of external electrical lighting Issued by ENC Electricals Pty Ltd dated 10 th May 2006.
26.	Certification of installation of mechanical ventilation systems issued by Accent Ventilation Pty Ltd dated 10 th July 2006.
27, 28 and 55.	Certification of the energy efficiency requirements of these conditions Issued by the original Nathers Consultant Andrew Spaille & associates Pty Ltd dated 20 th February 2008.
41, 42 and 59.	Correspondence dated 30 th November 2007 Issued by Sutherland Shire Council detailing return of Bank Guarantee Indicating Council's satisfaction of these conditions.
43 and 53.	Final Noise Assessment Report No 2092 dated June 2006 issued by RSA Acoustics.
44a and 56a.	Certification of installation / construction of side boundary fence Issued by Design 23 Pty Ltd dated 10 th March 2008.

49.	Copy of S88b Instrument for Restriction on Title for elderly persons occupation in development only
44.	Certification of building set out and FRL's of floors and parapets issued by W Buxton Pty Ltd dated 14 th September 2007.
48.	Sydney Water Section 73 Compliance Certificate dated 10 th March 2005.
51 and 52.	Certification of building set out as per D/Consent and general site survey issued by W Buxton Pty Ltd dated 2 nd August 2007.
-	Final Structural Certification of design and construction issued by Eskander & Partners Pty Ltd dated 25 th May 2006 and 5 th July 2006.
-	Certification of installation of glass balustrading issued by SF Manufacture and Trading dated 22 nd June 2006.
-	Certification of installation of glazing issued by FAD Holdings Pty Ltd dated 23 rd June 2006.
-	Certification of installation of glazing issued by T & K Glass dated 10 th July 2007.
-	Certification of installation of waterproof membranes throughout development issued by Super Quick Waterproofing Pty Ltd dated 31 st May 2006 and August 2006.
-	Fire hazard indices details of carpet material used in common lobbies under AWTA Textile Test Report 7-503645-AV.
-	Certification of installation of fire spray to steel columns issued by Cell Spray Services Pty Ltd dated 30 th June 2005.
-	Certification of installation of fire collars issued by MKB Plumbing Pty including Promat product Details.
-	Certification of hebel panels / blocks used for spandrel separation issued under test report by CSIRO dated 22 nd May 1990.
-	Certification of Compliance for Harness anchor points for window cleaning issued by Australian Lifting & Safety Pty Ltd dated 20 th September 2006.
-	Certification of installation of smoke alarm system issued by ENC Electricals Pty Ltd dated 10 th May 2006.
-	Certification of installation of emergency and exit lighting issued by ENC Electricals Pty Ltd dated 10 th May 2006.
-	Certification of installation of fire dampers issued by Stevter Holdings Pty Ltd dated 7 th June 2006.
-	Certification of installation of fire doors issued by Stevter Holdings Pty Ltd dated 15 th June 2006.
-	Certification of installation of fire hydrant system and portable fire extinguishers issued by Thomson Kane Pty Ltd dated 10 th May 2006.
-	Certification of installation of fire seals protecting openings in fire resisting components of the building issued by Stevter Holdings Pty Ltd dated 12 th June 2006.
-	Certification of installation of lightweight fire rated construction (hebel) issued by Stevter Holdings Pty Ltd dated 12 th June 2006.
-	Certification of installation of natural ventilation system to the carpark issued by Accent Ventilation Pty Ltd dated 10 th July 2006.
-	Certification of installation of paths of travel issued by Stevter Holdings Pty Ltd dated 2 nd August 2006.
-	Certification of installation of warning and operational signage issued by Stevter Holdings Pty Ltd dated 10 th May 2006.
-	Correspondence dated 8 th February 2006 on side boundary fence issue counter signed on 13 th February 2006 by adjoining owner A. Hasham.
-	Photos of hebel spandrel panels installed on site.
-	Copy of Annual Fire Safety Statement issued by LPB Fire Services Pty Ltd dated 29 th July 2008

Attachment B: Fire Safety Schedule

Essential Fire and Other Safety Measures		
Item No.	Required Essential Fire Safety Measure	Minimum standard of performance i.e. BCA clause and/or Australian Standard to be achieved
1.	Automatic Smoke Detection and alarm system within common areas	BCA Clause 3(c) (ii) and 6 of Specification E2.2a
2.	Emergency lighting	BCA Clauses E4.2 & E4.4, AS/NZS2293:1-1998
3.	Exit signs	BCA Clauses E4.5, E4.6 & E4.8, AS/NZS2293:1-1998
4.	Fire dampers	AS/NZS1668.1-1998 and AS1682.1 and 2
5.	Fire doors	BCA Spec C3.4, AS/NZS1905.1-1997
6.	Fire hydrant system	BCA Clause E1.3, AS2419.1-1994
7.	Fire seals protecting openings in fire resisting components of the building	BCA Clause C3.15, Manufacturer's Specification
8.	Lightweight fire rated construction (hebel block work to spandrels)	Manufacturer's Specification and Specification C1.8 of BCA
9.	Carpark Ventilation systems (Natural)	BCA Clause F4.11 and AS1668.2-1991
10.	Paths of travel, stairways, passageways or ramps	BCA Section D
11.	Portable fire extinguishers	BCA Clause E1.6, AS2444-2001
12.	Smoke detectors and heat detectors	BCA Clause E2.2a and AS3786-1993
13.	Warning and operational signs	BCA Clause D2.23 and EP+A Act Regulations
14.	Fire Spray to Steel Columns	AS1530.4-1997

A3 SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **SUTHERLAND**
 Lot No. **3** House No. **47A**
 STREET **TARA STREET**
 SUBURB OF **KANGAROO POINT**

Licence No. **180533c**
 Permit / COC No. **458054**
 Signature *[Signature]*
 Date **21-09-08**

Licence No.
 Permit / COC No.
 Signature
 Date

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

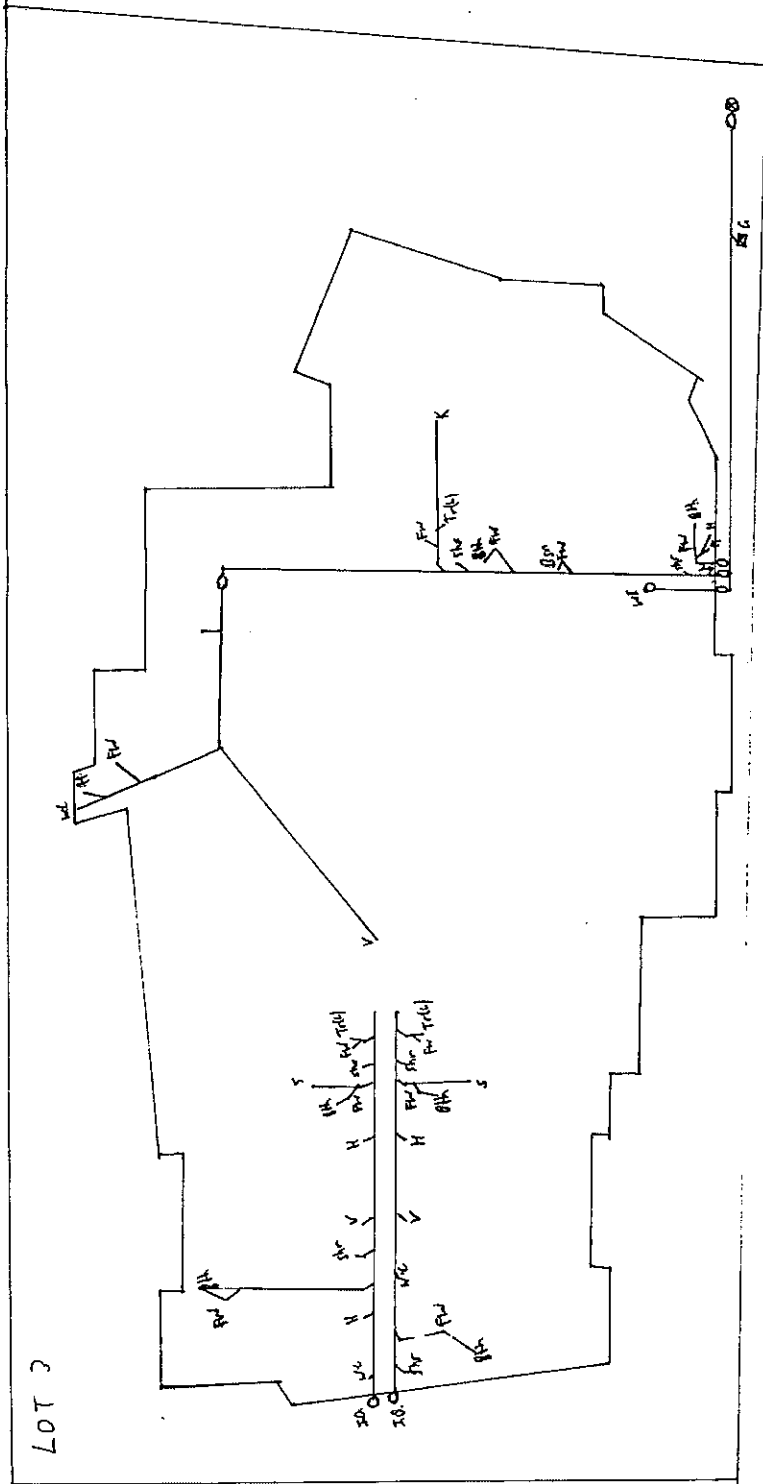
Manhole	Clay
Chamber	Hydr. Valve
Lampole	Inspection opening
Boundary Tap	Vent Vertical Pipe
Inspector's Shaft	IP Inlet Pipe
Pr Pit	MF Man Flap
Grease Interceptor	RFP Recessed Flap
Greywater Treatment System	SJ Sloped Junction
TMS Terminal Vent Stack	VJ Vertical Junction
MS Maintenance Shaft	On bars Junction

INDICATES - PLUMBING FIXTURES & OH FITTINGS

CO Clean out	Bd Book
V Vent Pipe	Shi Shower
lr (L) Trough Laundry	DWM Dishwashing machine
S Sink (down)	FW Floor waste gully
WC Water Closet	CWM Catheter-washing machine
BP Bath Water	BS Sink Ur
Basin	LS Sink Laboratory
AAV Air Admittance Valve	IP Proctor
EEG	

INDICATES - PLUMBING OR MORE THAN ONE LEVEL

SVP Soil Vent Pipe	WS Waste Stack
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WARNING
 This diagram was supplied to Sydney Water by the plumber/drafter whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

SCALE: **1:250**

SSD Number **160726**

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

GEORGES



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 manholes should be ascertained by inspection of plans available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Enquiry ID 3209997
Agent ID 81429403
Issue Date 04 Feb 2020
Correspondence ID 1700958992
Your reference 063772

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S79481/5	Unit 5, 47A TARA ST SYLVANIA 2224	\$472 700

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

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



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



landtax@revenue.nsw.gov.au

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

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.