

# Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>AUSTRALIAN PROPERTY CHOICE</b> 426 Stoney Creek Road, Kingsgrove NSW 2208	Tel: 1300 776 778 Email: <a href="mailto:abdul@australianpropertychoice.com">abdul@australianpropertychoice.com</a>
co-agent vendor	<b>MAKRAM LUCAS GIRGIS &amp; MARY GIRGIS</b> 68 Carlton Crescent, Kogarah Bay NSW 2217	
vendor's solicitor	<b>PHILIP GOLDMAN &amp; CO</b> Suite 1, 28 Nelson Street, Fairfield NSW 2165 (all correspondence to: <b>PO Box 903, Fairfield NSW 1860</b> )	Tel: 9725-7333 Fax: 9726-4810 Ref: J Nicotina
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	<b>1/83 Terry Street BLAKEHURST NSW 2221</b> Lot 1 in Strata Plan 73992 Folio Identifier 1/SP73992	

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

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

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

inclusions	<input 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 checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: 3 x wall air conditioners		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

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<b>vendor</b>	<b>GST AMOUNT</b> (optional) The price includes GST of: \$	<b>witness</b>
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**purchaser**  JOINT TENANTS  tenants in common  in unequal shares

**witness**

**Choices**

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

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

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

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

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

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

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

Aust City Pty Ltd  
 7/45-51 Forest Road  
 HURSTVILLE NSW 2220

Tel: 9587-2688

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**• Place for completion**

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

**17 Possession**

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

**18 Possession before completion**

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

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served* if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

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

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

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

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

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

## 26 Crown purchase money

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

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</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>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

1/83 Terry Street BLAKEHURST NSW 2221

**ADDITIONAL CONDITIONS ATTACHED TO AND FORMING PART OF A CONTRACT**  
**FOR SALE BETWEEN**  
**MAKRAM LUCAS GIRGIS & MARY GIRGIS**  
**AND**  
**THE PURCHASER NAMED ON THE FRONT PAGE OF THIS CONTRACT**

32. DEATH, INCAPACITY OR LIQUIDATION

32.1 If before completion the purchaser (being an individual):

- (i) dies, or
- (ii) loses the capacity to complete this contract or becomes incapable of managing his affairs,

the vendor may rescind the contract in accordance with clause 19.

32.2 If before completion the purchaser (being a company):

- (i) resolves to go into liquidation, or
- (ii) has an application for its winding up filed, or
- (iii) enters into any scheme of arrangement with its creditors, or
- (iv) has a liquidator, receiver and manager, official manager, administrator or other statutory officer appointed to it,

the vendor may terminate this contract in accordance with clause 9.

33. DESCRIPTION

Notwithstanding any address and/or description of any improvements and/or area in the definition of the land the property sold is the property described by reference to the plan and title and if there is any inconsistency between any other description and the plan definition then the latter will prevail.

34. INTERPRETATION

34.1 In the event that any one or more of these Additional Conditions or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

34.2 In the event of any conflict between these Additional Conditions and those contained in the printed conditions to this contract, these Additional Conditions shall prevail.

34.3 In this contract words importing the singular number or plural number includes the plural number and singular number respectively, words importing one gender include all other genders and the word "person" includes a corporation.

35. PURCHASERS TO PAY LIQUIDATED DAMAGES

35.1 If the purchaser does not complete this contract by the completion date, otherwise than as a result of default by the vendor, then without prejudice to the vendor's other rights, powers and remedies, the purchaser shall pay to the vendor on completion, as

liquidated damages, and in addition to all monies otherwise payable on completion, the following:

- 35.1.1. an amount calculated as interest at the rate of 10% per annum on the price, computed daily from the day following the completion date until the day upon which completion actually takes place (it being agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money); and
  - 35.1.2. an amount of \$330.00 towards the vendor's costs.
- 35.2 If an appointment for completion is made but completion fails to occur at the appointed time for reasons not attributable to the vendor or the vendor's mortgagee (including but not limited to any cancellation or rescheduling by the purchaser), the purchaser shall pay to the vendor on completion the amount of any expense (including agent's fees, mortgagee's fees and bank fees) incurred by the vendor as a consequence of the failed completion appointment and the need to make a further appointment. In addition the purchaser must allow as an adjustment on completion in favour of the vendor the sum of \$110.00 inclusive of GST toward the vendor's costs for each cancelled or rescheduled settlement.
- 35.3 If the form of Transfer is not served by the purchaser at least 14 days before the date for completion, the purchaser must allow as an adjustment in favour of the vendor the sum of \$110.00 inclusive of GST toward the vendor's costs to arrange urgent execution on short notice.
- 35.4 The vendor shall not be obliged to complete this contract unless payment of any amount due under this Additional Condition is made on completion.
- 35.5 This Additional Condition is an essential term of the contract.

### 36. RELEASE OF DEPOSIT

The purchaser agrees to release to the vendor upon demand the whole or part of the deposit on or any time after exchange of contracts to be applied for any of the following purposes:

- 36.1 for a deposit and/or stamp duty in the purchase of another property;
- 36.2 toward the payment of an ingoing contribution, bond or stamp duty payable by the vendor in connection with his/her accommodation in a retirement village or aged care facility; or
- 36.3 to be made available on settlement to procure the release of any discharge of mortgage or withdrawal of caveat on settlement.

### 37. WARRANTY AND INDEMNITY - ESTATE AGENT

The purchaser warrants that he was not introduced to the property or to the vendor by any real estate agent other than the real estate agent or agents named as vendor's agent and the purchaser hereby indemnifies the vendor from any claim for commission, fees, charges, interest and legal costs on an indemnity basis arising from a breach of this warranty and this condition shall not merge on completion.

## 38. AMENDMENT TO PRINTED CONTRACT

The provisions of the printed form of contract are varied as follows:

- (i) Clause 5.2.1 is amended by deleting "21" and inserting "7".
- (ii) Clause 7 is amended as follows-
  - Sub-clause 7.1.1 is deleted;
  - Sub-clause 7.1.3 is amended by deleting "; and" from the end thereof and inserting a full stop after the word "service" ;
- (iii) Sub-clause 7.2 is deleted.
- (iv) In sub-clauses 10.1.8 and 10.1.9 the word "existence" is substituted for the word "substance";
- (v) The addition of a new sub-clause 10.4:
  - "10.4 For the purpose of Clause 10, the vendor discloses all of the material appearing in the documents attached to this contract whether or not specified in the List of Documents on page 2."
- (vi) Sub-clause 16.5 is amended by deleting the words "plus another 20% of that fee".
- (vii) Sub-clause 16.7 is amended by substituting "\$500" in lieu of "\$2000".
- (viii) Sub-clause 16.8 is deleted.
- (ix) Sub-clause 16.12 is amended by deleting all words appearing after the word "NSW".

## 39. WARRANTY AND INDEMNITY- SWIMMING POOL

Should the improvements include a swimming pool and/or spa, the vendor does not warrant compliance with the Swimming Pools Act 1992 as amended and Regulations made pursuant thereto from time to time and the purchaser shall not be entitled to make any objection, requisition or claim in respect of any such non-compliance.

## 40. FINANCE - CONSUMER CREDIT CODE

The purchaser confirms and warrants to the vendor that if finance is required to pay for the property, the purchaser has at the contract date obtained approval for credit to pay for the property the subject of this contract on terms which are reasonable to the purchaser.

## 41. NOTICE TO COMPLETE

- 41.1 In the event that either *party* becomes entitled to serve a Notice to Complete on the other *party* making time of the essence of the contract both *parties* agree that such notice may require completion no later than 3.00 p.m. on a day being fourteen (14) days from the date upon which the notice is *served* and such period shall be deemed to be reasonable. Any notice to complete may be withdrawn by the party serving at any time.
- 41.2 The vendor is not obliged to remove any charge on the property for any rate, tax or outgoing until completion of this contract and shall not be taken to be unable, unready or unwilling to complete this contract and may serve a notice to complete on the purchaser, notwithstanding that at any time there is a charge on the property for a rate, tax and outgoing.

## 42. PAYMENT OF DEPOSIT

Notwithstanding the provisions of clause 2, it is an essential condition of this contract that the purchaser must pay a deposit equivalent to 10% of the price (the "Deposit") by the following instalments:

- (a) if a cooling off period applies:
  - i. the first instalment equal to 0.25% of the price, on the making of this contract; and
  - ii. the final instalment equal to 9.75% of the price on or before the expiry of the cooling off period.
- (b) if the vendor accepts less than 10% of the price on the making of the contract or upon the expiry of the cooling off period, then the purchaser must pay the balance of the Deposit by way of a final instalment:
  - i. to the vendor on completion; or
  - ii. immediately to the *depositholder* upon default by the purchaser in respect of an essential condition of this contract

whichever occurs first.

## 43. ALTERATIONS TO CONTRACT

Each party authorises its solicitor or any employee of that solicitor at any time after its signature and prior to making this contract, to make alterations to this contract, including the addition or removal of annexures or schedules and any such alteration or addition shall be binding upon the party deemed to have authorised the same and forms part of this contract.

## 44. VENDOR DISCLOSURE

The vendor discloses and the purchaser acknowledges:

- (a) The vendor enjoys the use of part of the common property being an enclosed area situated between the south eastern side wall of the property (closest to Terry Street) and the front boundary line of SP73992. This part of the land does not form part of Lot 1 in Strata Plan 73992 (the property).
- (b) The vendor is not aware of the existence of any By-laws or written agreements granting to the vendor rights to use this part of the common property.
- (c) The purchaser agrees that it shall not raise any *requisition*, make any claim, delay completion or *rescind* or *terminate* this contract in connection with the matters disclosed in this clause 44 or in connection with the existence or non-existence of such rights or cessation of rights at any time.
- (d) This clause 44 shall not merge on completion.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Makram Lucas Girgis & Mary Girgis**  
Purchaser:  
Property: **1/83 Terry Street, Blakehurst NSW 2221**  
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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer, Trader and Tenancy Tribunal for an order?  
(b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:  
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? 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*.

16. 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?
17. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18.
  - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. 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 resumption or acquisition or proposed resumption or acquisition?
    - (ii) 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.
    - (iii) 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?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

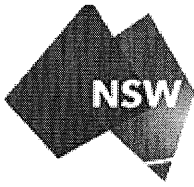
20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

24. 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**

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.



FOLIO: 1/SP73992

-----

SEARCH DATE	TIME	EDITION NO	DATE
15/5/2019	2:03 PM	5	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

-----

LOT 1 IN STRATA PLAN 73992  
AT BLAKEHURST  
LOCAL GOVERNMENT AREA GEORGES RIVER

FIRST SCHEDULE

-----

MAKRAM LUCAS GIRGIS  
MARY GIRGIS  
AS JOINT TENANTS (T AF659973)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

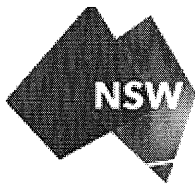
- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73992
- 2 SP73992 POSITIVE COVENANT
- 3 AF659974 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP73992

SEARCH DATE	TIME	EDITION NO	DATE
15/5/2019	2:04 PM	4	16/11/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73992  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BLAKEHURST  
LOCAL GOVERNMENT AREA GEORGES RIVER  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP73992

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73992  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- AUST CITY  
7/45-51 FOREST ROAD  
HURSTVILLE 2220

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A316895 COVENANT
- 3 SP73992 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP73992 POSITIVE COVENANT
- 5 AM776339 INITIAL PERIOD EXPIRED
- 6 AN858952 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 73992

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 20	2	- 20	3	- 20	4	- 20
5	- 20						

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

Name of Owner/Proprietor/Developer: KOGARAH  
 Being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the proposed strata plan.

Illustrated in the document to this certificate  
 The proposed strata plan is subject to the plan in connection with a relevant development consent in force, and that all conditions of the consent are satisfied. The strata plan/strata plan of subdivision is part of a development consent. The council/consent authority is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the scope of the development consent. The Council does not object to the development of the building part of the agreement to which the certificate relates.  
 The certificate certifies that the building complies with a relevant development consent in force, and that the conditions of the consent are satisfied. This certificate may be issued, however, even if the building (being utility, fuel, or other) is not used for human accommodation or for the storage of goods and not for human occupation or as a place of residence, office, shop or the like, is restricted to a single use, or is the subject of a relevant development consent under the Strata Schemes (Leasehold Development) Act 1986 or section 88 of the Strata Schemes (Leasehold Development) Act 1986.  
 Date: 25/10/14  
 Subdivision No: 388/14

Accreditation No. N/A  
 Relevant Development Consent No. 388/14  
 Issued by: Scott Kirkpatrick  
 Approved: Richard James  
 Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

GRAHAM KENNETH WILSON  
 4 BRADLEY ST DRUMMONDNE 2047

a surveyor registered under the Surveyors Act 1928, hereby certify that:  
 (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been complied with;  
 (2) (a) the building encroaches on a public place;  
 (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate consent has been granted by the Council;  
 (3) the survey information recorded in the accompanying location plan is accurate.  
 \*If applicable, the survey information recorded in the accompanying location plan is accurate.  
 \*State whether decaying or plan, and quote registered number.  
 THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS.  
 Date: 21/04/14  
 Signature: [Signature]

RESIDENTIAL Model By-laws adopted for this scheme keeping of Animals: Option A/B/C  
 Schedules of By-laws: in sheets filed with plan  
 \*By-Laws apply.  
 \*State all whatever is applicable.

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	20
2	20
3	20
4	20
5	20
AGGREGATE	100

SCHEDULE OF UNIT ENTITLEMENT

SURVEYOR'S REFERENCE: 5949

PLAN OF SUBDIVISION OF LOT 11 DP 876666

LGA: KOGARAH Suburb/Locality: BLAKEHURST  
 Parish: St GEORGE County: CUMBERLAND

Name of, and address for services of notaries on, the owners corporation:  
 \*Address required on original strata plan only.  
 THE OWNERS STRATA PLAN NO. 73992  
 83 TERRY STREET BLAKEHURST, 2221

Registered: SP73992  
 Date: 12.11.2004

Purpose: STRATA PLAN  
 Ref. Map: U0937-73  
 Last Plan: DP876666

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 & SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

- EASEMENT TO DRAIN WATER 1.2 WIDE
- POSITIVE COVENANT

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF STRATA PLAN NO. 73992 (I.A.C.N. 055 513 070) by the attorney under power of attorney registered No. 125 Book 4182

ATTORNEY Print Name: William Payne Senior Manager  
 Position Held: Senior Manager  
 ATTORNEY Print Name: Dallas Whitehead Manager  
 Position Held: Manager  
 WITNESS Print Name: Edward Fairbairn



Created for and on behalf of Circuit Finance PLC ASISL 00136 HIG Rd by [Signature]  
[Signature] Director  
[Signature] Secretary  
[Signature] Managing Director

F EASEMENT TO DRAIN WATER 1.2 WIDE

SP73992

LOT A DP 365140

LOT 5 DP 11698

LOT C DP 320544

LOT K DP 418056

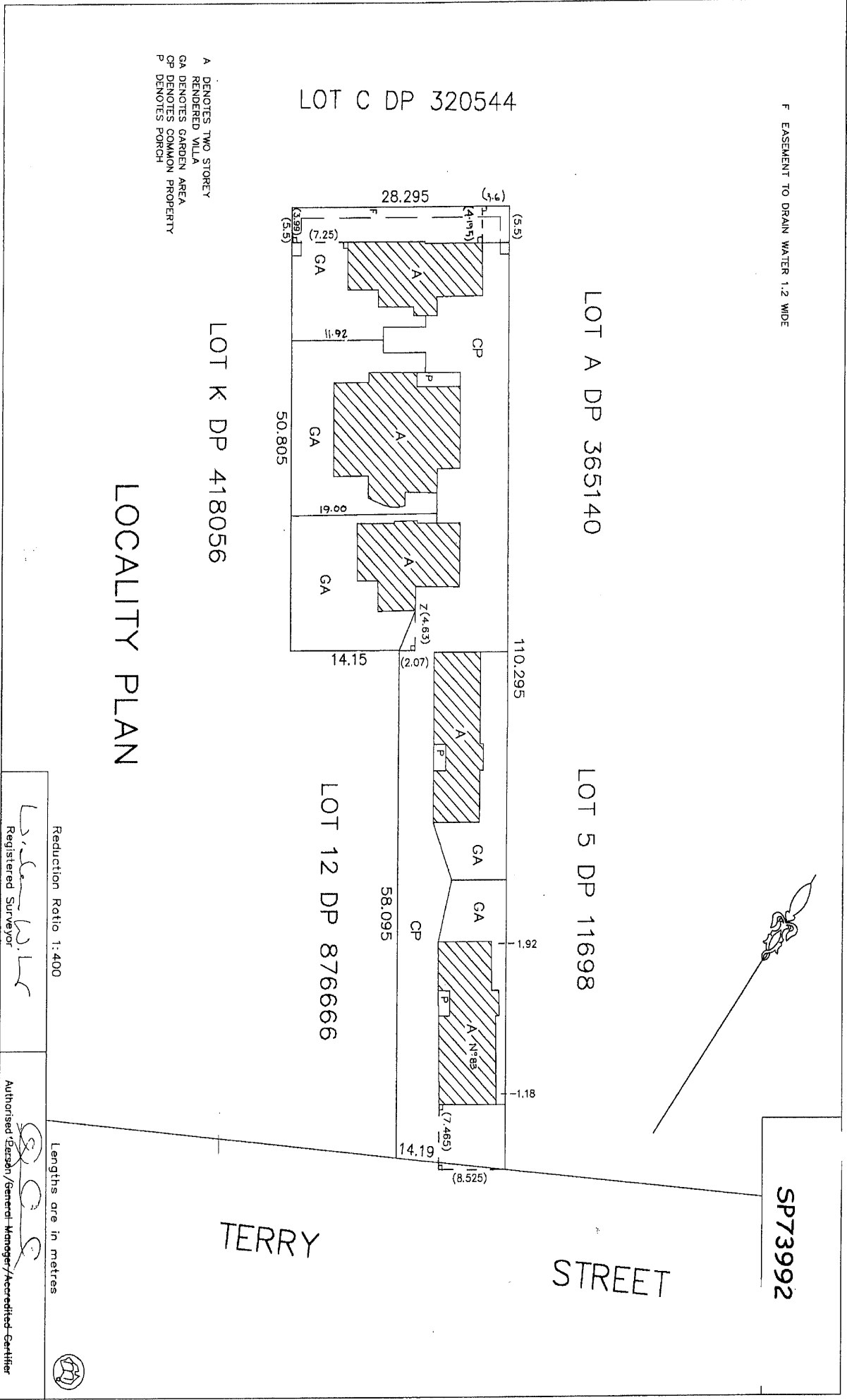
LOT 12 DP 876666

TERRY

STREET

LOCALITY PLAN

- A DENOTES TWO STOREY RENDERED WALL
- GA DENOTES GARDEN AREA
- CP DENOTES COMMON PROPERTY
- P DENOTES PORCH



Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor

Authorised Search/General Manager/Accredited Geomatics

SURVEYOR'S REFERENCE: 5949

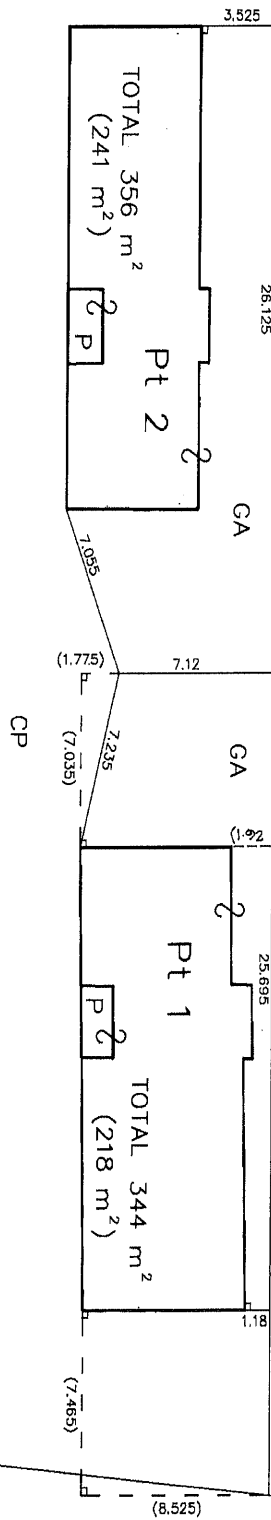


GARDEN AREAS ARE LIMITED IN HEIGHT TO 2.4m  
 BELOW & 2.4m ABOVE THE GROUND FLOOR LEVEL  
 OF THEIR RESPECTIVE LOTS  
~~FENCES & PATIOS ARE LIMITED IN HEIGHT TO 2.4m~~  
 ABOVE THEIR HARDSURFACE WHERE NOT COVERED

SEE SHEET 4

GROUND FLOOR

GA DENOTES GARDEN AREA  
 CP DENOTES COMMON PROPERTY  
 P DENOTES PORCH  
 Z DENOTES PROLONGATION OF WALL



Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor  
*[Signature]*

Authorised Person/General Manager/Accredited Certifier  
*[Signature]*

SURVEYOR'S REFERENCE: 5949

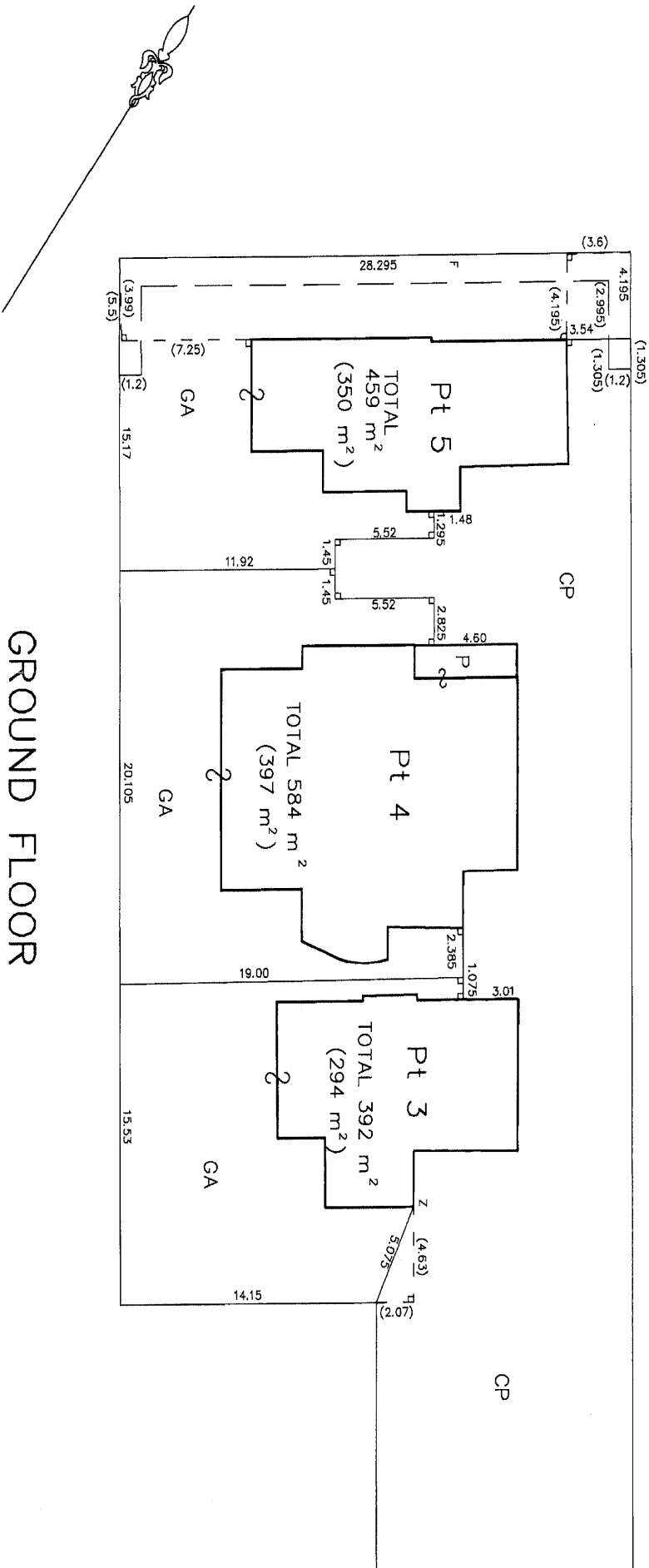


SP73992

GARDEN AREAS ARE LIMITED IN HEIGHT TO 2.4m  
 BELOW & 2.4m ABOVE THE GROUND FLOOR LEVEL  
 OF THEIR RESPECTIVE LOTS  
 PORCHES ARE LIMITED IN HEIGHT TO 2.4m  
 ABOVE THEIR HARDSURFACE WHERE NOT COVERED

F EASEMENT TO DRAIN WATER 1.2 WIDE

SP73992



GROUND FLOOR

GA DENOTES GARDEN AREA  
 CP DENOTES COMMON PROPERTY  
 Z DENOTES PROLONGATION OF WALL  
 P DENOTES PORCH

Reduction Ratio 1: 200  
 Registered Surveyor  
 SURVEYOR'S REFERENCE: 5949

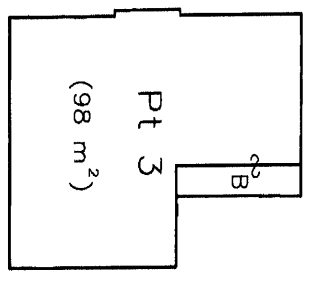
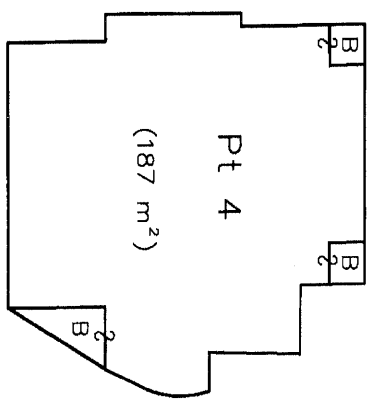
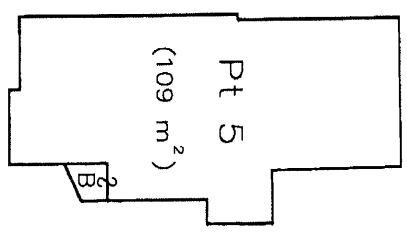
Lengths are in metres  
 Authorised Person / General Manager / Accredited Certifier

SEE SHEET 3

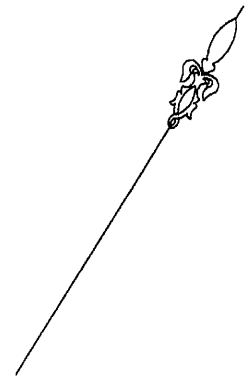
BALCONIES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR  
HARDSURFACE WHERE NOT COVERED

SP73992

B DENOTES BALCONY



FIRST FLOOR



SEE SHEET 6

Reduction Ratio 1:200

Lengths are in metres



*L. Girgis*  
Registered Surveyor

*[Signature]*  
Authorised Person/General Manager/Accredited Certifier

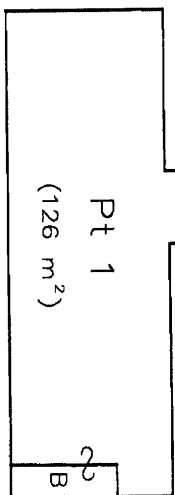
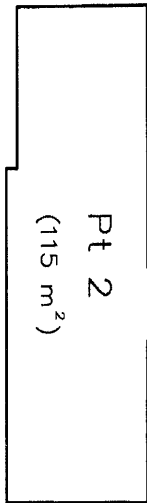
SURVEYOR'S REFERENCE: 5949

BALCONIES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR  
HARDSURFACE WHERE NOT COVERED

SP73992

SEE SHEET 5

B DENOTES BALCONY



FIRST FLOOR

Reduction Ratio 1:200

Lengths are in metres



*William W. W.*  
Registered Surveyor

*W. W.*  
Authorised Person/General Manager/Accredited-Certifier

SURVEYOR'S REFERENCE: 5949

# SP73992

## INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 (AS AMENDED)

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan of subdivision of Lot 1 DP 876666

Subdivision covered by council clerks certificate

Full name and address of Proprietor of the land

XI CHEND DEVELOPMENT Pty Ltd

### PART 1.

	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, Bodies or Prescribed Authorities:
1	Easement to drain water 1.2 wide	5 & Common Property	Kogarah Council
2	Positive Covenant	1,2,3,4,5 & Common Property	Kogarah Council

The Authority empowered to release, vary or modify the easement to drain water & positive covenant in the above-mentioned plan is ~~Rockdale City Council~~ <sup>KOGARAH</sup> Council.

# SP73992

## INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 (AS AMENDED)

Lengths are in metres

(Sheet 2 of 3 sheets)

### PART 2.

Terms of Positive Covenant secondly referred to in the above-mentioned plan.

The Registered Proprietor covenants as follows with the council in respect to the structure erected on the land described as "on site stormwater retention system" (which expression includes all ancillary gutters, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to retain stormwater) shown on plans approved by the Council for DA 654/01 (hereinafter called "the system").

1. The Registered Proprietor will:
  - (a) Permit storm water to be permanently retained by the system;
  - (b) Keep the system clean and free of silt, rubbish and debris;
  - (c) Maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the time and in a manner specified in written notice issued by the Council;
  - (d) Carry out the matters referred to in paragraphs (a) and (c) at the proprietor's expense;
  - (e) Not to make any alterations to the system or elements thereof without prior consent in writing to Council;
  - (f) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
  - (g) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
2. In the event of the registered proprietor failing to comply with the terms of any written notice serviced in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

The Authority empowered to release, vary or modify the easement to drain water & positive covenant in the above-mentioned plan is ~~Rockdale City Council~~ **Rockdale City Council**.

*KOGARAH*

# SP73992

## INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 (AS AMENDED)

Lengths are in metres

(Sheet 3 of 3 sheets)



Company Seal of XI DEVELOPMENT Pty Ltd

<i>[Signature]</i>	JIE XIA GUAN	DIRECTOR
<i>[Signature]</i>	XI CHU OU	SECRETARY
Witness		

Executed for & on behalf of  
Credit Finance P/L ACN 007361749  
in accordance with 5127 of Corporations  
Act by:

X *[Signature]* Raymond Moore

Director / Secretary

X *[Signature]*

Signature of Registered Mortgagee  
Tim Hassett  
Managing Director

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
ST GEORGE BANK LIMITED  
(A.C.N. 055 513 070) by its  
attorneys under power of  
attorney registered No. 125  
Book 4182

ATTORNEY  
Print Name: Dallas Whitehead  
Position Held: Manager

ATTORNEY  
Print Name:  
Position Held:

WITNESS  
Print Name:

*[Signature]*  
Signature of Authorised Person for Kogarah Council

The Authority empowered to release, vary or modify the easement to drain water & positive covenant in the above-mentioned plan is ~~Rockdale City Council~~ KOGARAH Council.

REGISTERED  24.11.2004

Transfer

Endorsement

Certificate

IN FEE SIMPLE.

Name, residence, occupation, or other designation, in full, of transferor.

A316895

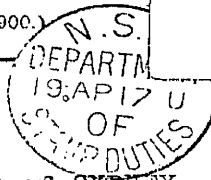
If a less estate, strike out "in fee simple," and interline the required alteration.

All subsisting encumbrances must be noted hereon. (See page 2.)

If the consideration be not pecuniary, state its nature concisely.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



A316895M



N.S.W. REALTY CO. LIMITED of SYDNEY

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 by memorandum underwritten or endorsed hereon, in consideration of Sixty-Seven Pounds ten shillings (£67:10:0.)

Name, residence, occupation, or other designation, in full, of transferee.

paid to me by Randolph Knowles of Terry Street Hurstville, Mason

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

The receipt whereof I hereby acknowledge, and in consideration of the natural love and affection Randolph Knowles has for his wife Vera Caroline Knowles doth hereby at the request and by the direction of the said Randolph Knowles

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

do hereby transfer to the said VERA CAROLINE KNOWLES

Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

Parish or town and county.

situate in Parish of St. George County of Cumberland

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title."

being part of the land comprised in Certificate of Title

Strike out if not appropriate.

dated 19th December 1962 registered volume No. 2325 folio 100

These references will suffice, if the whole land in the grant or certificate be transferred.

And also in the pieces of land as follows and being lots 228 & 229 as shown on Deposited Plan No. 6202. (Homestead, Houghton Estate)

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz.:"

AND the said Vera Caroline Knowles doth hereby for herself her heirs executors administrators and assigns COVENANT AND AGREE with the said N.S.W. REALTY CO. LIMITED and its assigns that she, the said Vera Caroline Knowles her heirs executors administrators and assigns shall not nor will at any time hereafter erect or permit, or suffer to be erected on either hereby transferred any main dwelling of less value than ONE HUNDRED AND FIFTY POUNDS (£150:0:0) and on the erection of any such dwelling the said land shall be fenced.

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

AND no advertisement hoarding shall be erected on the land hereby transferred.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration 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.

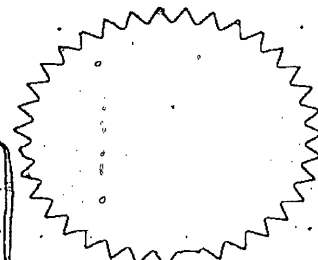
[Rule up all blanks before signing.]

Handwritten stamp: 20/8/67

p See note "c," page 1.  
A very short note of  
the particulars will  
suffice.

The Commission Secy of B.S.M.C.  
Realty Co., Limited  
 was hereto attested by the Mandating Director  
 this 8th day of June  
1917 in the presence of  
Howard Shering  
 Secretary

*[Signature]*  
 Managing Director.



[Rule up all blanks before signing.]

m If this instrument 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 Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

*I direct above transfer*

In witness whereof, I have herunto subscribed my name, at Hamstead  
the 11th day of April in the  
of our Lord one thousand nine hundred and seventeenth

Signed in my presence by the said  
Randolph Knowles  
 WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
 Transferee

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer 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."

*[Signature]*  
 Signed  
*[Signature]* J.P.

n Repeat attestation for additional parties if required.

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.



1st 3rd 18th April 228 + 229 on B P 6202  
Church of Hovarah  
Pl of St George  
Affect to covenant

Lodged by

(Name)

R. M. Ne

(Address)

Red

A

316895

M. S. H. Realty Co Limited

~~Randolph J. Thomas~~ Transferror.

Vera Caroline Knowles Transferree.

Particulars entered in the Register Book, Vol. 2325

Folio 100

3 SEP 1917

the 29<sup>th</sup> day of August, 1917,  
at minutes 12 o'clock  
in the noon.



44

	DATE.	INITIALS
SENT TO SURVEY BRANCH	24.7.17	RR
RECEIVED FROM RECORDS		
DRAFT WRITTEN	26.7.17	RR
DRAFT EXAMINED	27.7.17	RR
DIAGRAM COMPLETE	1.8.17	RR
DIAGRAM EXAMINED	4.8.17	RR
DRAFT FORWARDED		
REQD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENCLOSED		
DEPT. OF REGISTRATIONS	4 SEP 1917	
DEPT. REGISTRAR GENERAL	5 SEP 1917	
2785	59	

528158  
330262  
321276  
320781  
disc  
M. M. R. 11  
filed

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION :-

No Transfer can be registered until the fees are paid. If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for Certificate of the subsisting residue. Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate. The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only. The Transfer is complete from the moment it is recorded. Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Form: 15CH  
Release: 1-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



**AN858952C**

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

(A) **TORRENS TITLE**

For the common property CP/SP 73992
--

(B) **LODGED BY**

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(C) The Owners-Strata Plan No. 73992 certify that pursuant to a resolution passed on 29/9/2018 and  
 (D) in accordance with the provisions of section 141 of the Strata Schemes Management Act 2015 by which  
 the by-laws are changed as follows—

(E) Repealed by-law No. N/A  
 Added by-law No. STRATA BY-LAWS 1 - 21  
 Amended by-law No. N/A  
 as fully set out below:

Refer to Annexure A - E

(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 - E .  
 (G) The seal of The Owners-Strata Plan No. 73992 was affixed on 29/9/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

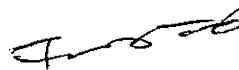
Signature: *Jimmy Feng*  
 Name: Jimmy Feng  
 Authority: Strata Manager  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Authority: \_\_\_\_\_



Annexure: A to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 21



Dated: 29 September 2018

**Strata By-laws 1 - 21 (Strata Plan No. 73992)**  
Under the *Strata Schemes Management Act 2015* ("Act")

**1 Noise**

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

**2 Vehicles**

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

**3 Obstruction of common property**

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

**4 Damage to lawns & plants on common property**

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

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

**5 Damage to common property**

- 1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation. Note. This by-law is subject to sec. 109 & 110 of the Act.
- 2 An approval given by the owners corporation under clause 1 cannot authorise any additions to the common property.
- 3 This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- 4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5 Despite sec. 106 of the Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 3 that forms part of the common property and that services the lot.

**6 Behaviour of owners & occupiers**

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

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

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

**8 Behaviour of invitees**

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

**9 Depositing rubbish & other material on common property**

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

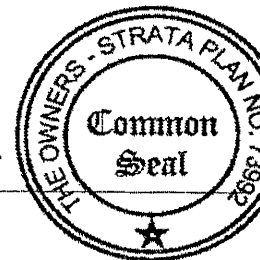
**10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building

Annexure: **B** to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 21



Dated: 29 September 2018

other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**11 Cleaning windows & doors**

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

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

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

**13 Moving furniture & other objects on or through common property**

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

**14 Floor coverings**

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

**15 Garbage disposals**

An owner or occupier of a lot:

- 1 must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage;
- 2 must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- 3 for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected;
- 4 when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 1;
- 5 must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- 6 must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**16 Keeping of Animals**

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

**17 Appearance of lot**

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. 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 10.

**18 Change in use of lot to be notified**

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

Annexure: C to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 21



Dated: 29 September 2018

**19 Common property rights - addition & modification & decoration of external wall & roof**

- 1 Definitions - In this by-law, unless the content indicates otherwise, the following terms and expressions are defined to mean:
  - “Owner” means lot owners for the time being of the Lot 1 - 5 in Strata Plan 73992;
  - “Works” means additions added by such owner on the common property - the roof and external wall of subject Lot including modification and decoration;
  - “Maintain & repair” means install, maintain, repair and replace.
 Where any terms are used in the by-laws are defined in the Act they will have the same meaning as those words have in the Act;
- 2 Rights - Such owner is conferred with the special privilege and entitlement in respect of the common property to carry out the Works and Maintenance subject to the due observance and performance by such owner with the following conditions and obligations:
  - (a) Permission & requirement - Such owner is permitted to carry out the Works. Such Works carried out by such owner must use similar colour and material to match with other lots and comply with the Fire Regulations. The tradesperson engaged by such owner must be fully licensed and insured;
  - (b) Maintenance - Such owner must at own cost properly and promptly carry out the Maintenance and keep in a state of good and serviceable repair. Such owner shall at own cost carry out the Maintenance whenever reasonably required by the owners corporation. Such owner shall properly and promptly carry out the Maintenance and keep in a state of good and serviceable repair the common property to which the Works attached;
  - (c) Indemnity - Such owner shall indemnify and keep indemnified the owners corporation against:
    - (1) All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly out of the use of the common property.
    - (2) Any cost or damages incurred by or for which the owners corporation is or becomes liable pursuant to sec. 106(3) of the Act in respect of the use of the common property, the subject of this by-law.
- 3 Lot owner’s fixtures - The additions by the Works are and remain such owner’s fixtures. Such owner must carry out the Maintenance and make sure them in a state of good and serviceable repair and for this purpose, renew and replace it at such owner’s cost.
- 4 By-law breaches - Without prejudice to the other rights of the owners corporation, where such owner fails or neglects to carry out any condition referred to herein than the owners corporation or its agent, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice giving to any occupier or such owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from such owner.

**20 Common property memorandum - absolution of maintenance of lot fixtures & fittings**

- 1 This by-law, pursuant to sec. 107 of the Act, provide a guide to owners in determining the maintenance responsibilities and provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
- 2 The intent being that any fixture or fitting contained within the lot, whether specified in this by-law or not, or any appliance that only services one lot, whether specified in this by-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to sec. 106(3) of the Act.
- 3 Any item specified in this by-law that is afforded cover for damage due to an insurable event by the owners corporations insurance policy shall still be protected by that insurance. At all times, the owners corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
- 4 This by-law does not confer any rights upon a lot owner to install any item listed in this by-law as a fixture or fitting of a lot.
- 5 In this by-law, unless the context otherwise requires:
  - (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the Act, and
  - (d) references to legislation includes references to amending and replacing legislation
- 6 Terms & conditions - In accordance with sec. 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within

Annexure: **D** to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 21

*June 2018*



Dated: 29 September 2018

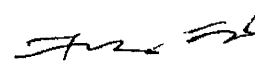
an owner's lot within the strata scheme:

- (1) Internal areas - all decorative finishes within a lot, including but not limited to:
  - (a) All internal walls, cornices, skirting boards, architraves and internal door jams
  - (b) Wall tiles wherever located, including kitchen, bathroom and laundry
  - (c) Floor tiles wherever located, including kitchen, bathroom and laundry
  - (d) False ceilings, mezzanines, stairs and handrails
  - (e) All paintwork and wall paper
  - (f) The cleaning of mould throughout the lot where the causative factors are purely environmental
- (2) Bathroom, en-suites, laundry areas - all fixtures and fittings, including but not limited to:
  - (a) All taps and internal pipe work
  - (b) Shower screens, bathtub, sealant, waterproofing, including internal floor waste and drainage pipes
  - (c) Sinks and hand basins including internal drainage pipes
  - (d) Cabinets and mirrors, toilet pan, including cistern and internal waste pipes
  - (e) All lights, light fittings and exhaust fans that only service the lot, wherever located
- (3) Kitchen areas - all kitchen fixtures and fittings, including but not limited to:
  - (a) All taps and internal pipe work
  - (b) All internal waste and drainage pipes, including connection to the common stack
  - (c) Bench tops, sinks and insinkers, ovens, stoves and cook tops
  - (d) All lights, light fittings, exhaust fans and range hood's that only service the lot, wherever located, including ducting and external ventilation points
- (4) Floor coverings:
  - (a) All carpet within the lot
  - (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
  - (c) All floor boards, whether floating or fixed
  - (d) All parquetry, linoleum, vinyl and cork tiles wherever located
- (5) Balcony & courtyard areas:
  - (a) All tiles, pavers, decking, stairs and handrails within the balcony or courtyard area
  - (b) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
  - (c) All plants and grassed areas within the balcony or courtyard
  - (d) The pruning, trimming or removal of a tree or trees within the cubic space of a lot, including damage caused by roots
  - (e) Fences that divide two lots
  - (f) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
- (6) Electrical fittings & appliances may be recessed in the ceiling:
  - (a) All lights and light fittings, including switches serving one lot, including down lights and transformers that may be recessed in the ceiling
  - (b) All ceiling fans, electrical sockets and wall plates
  - (c) Electrical main and sub-main serving one lot including fuses wherever located
  - (d) Smoke detectors and alarm systems serving one lot
  - (e) Individual garage door motors
  - (f) Telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
  - (g) Split or ducted air-conditioning systems, including condenser units and all associated equipment wherever located serving one lot
  - (h) Electrical or gas hot water heaters and all associated equipment serving one lot, wherever located.
  - (i) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed serving one lot
  - (j) Intercom handsets serving one lot and associated wiring located within non-common walls
- (7) Lot entry door, balcony doors, windows and garage doors:
  - (a) All fly screens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner, automatic door closers
  - (b) Any door locking device, opening device and automatic door closers installed on the front and back doors, balcony doors, garage door (including T-lock), letterbox or windows of the lot, whether installed originally or subsequently by the lot owner

Annexure: E to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 21



Dated: 29 September 2018

- (c) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate common entry doors and garage doors at the scheme

**21 Common property rights – air conditioners**

- 1 Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the “Works”) to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (a) the owners of any lot proposing to undertake the Works must submit comprehensive plans and diagrams of the proposed Works to the secretary or strata managing agent of the strata scheme not less than 14 days before the Works to be carried out,
  - (b) the Works shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services,
  - (c) the Works must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme,
  - (d) the owners of any lot undertaking the Works must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the Works,
  - (e) the Works must be effected in a workmanlike manner by licensed and insured tradespersons,
  - (f) the Works must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property,
  - (g) the Works must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn,
  - (h) any damage to common property that occurs during, or results from, the Works such as installation or subsequent removal or replacement of, or use of, must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation,
  - (i) the Works must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance,
  - (j) the air-conditioner and all filters must be regularly cleaned by the owner,
  - (k) the owner shall inform the secretary or strata managing agent of the scheme not later 14 days before the Works of replacement or renewal.
- 2 In the event that an owner or occupier of a lot to which the Works, after notice, fails to comply with any matters set out in conditions (a) – (k) hereof then the owners corporation may terminate the right of the owners or occupier for the Works.

(END)

Form: 15CH  
Release: 1.0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AM776339A**

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

(A) **TORRENS TITLE**

For the common property CP/SP 73992
--

(B) **LODGED BY**

Document Collection Box <i>IW</i>	Name, Address or DX, Telephone, and Customer Account Number if any AUST CITY 7/45-51 FOREST RD HURSTVILLE NSW 2220	CODE  <b>CH</b>
	Reference: Tel: 02-95872688	

(C) The Owners-Strata Plan No. 73992 certify that pursuant to a resolution passed on 30/9/2017 and  
 (D) in accordance with the provisions of section 141 of the Strata Schemes Management Act 2015 by which  
 the by-laws are changed as follows—

(E) Repealed by-law No. N/A  
 Added by-law No. STRATA BY-LAWS 1 - 20  
 Amended by-law No. N/A  
 as fully set out below:

Refer to Annexure A - D

(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 - D

(G) The seal of The Owners-Strata Plan No. 73992 was affixed on 30/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Jimmy Feng*

Name: Jimmy Feng

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_

*[Handwritten signature]*

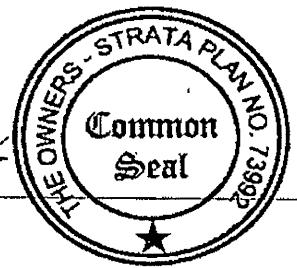


ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Annexure: A to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 20



*[Handwritten signature]*

Dated: 30 September 2017

**Strata By-laws 1 - 20 (Strata Plan No. 73992)**  
Under the *Strata Schemes Management Act 2015* ("Act")

**1 Noise**

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

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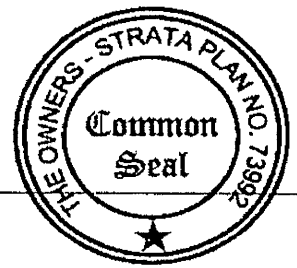
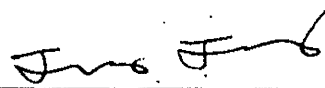
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Annexure: B to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 20



Dated: 30 September 2017

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- 4 when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 1;
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**19 Addition & modification & decoration of external wall & roof**

- 1 Definitions - In this by-law, unless the content indicates otherwise, the following terms and expressions are defined

Annexure: C to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 20

*Frans Joubert*

Dated: 30 September 2017

to mean:

“Owner” means lot owners for the time being of the Lot 1 - 5 in Strata Plan 73992;

“Works” means additions added by such owner on the common property - the roof and external wall of subject Lot including modification and decoration;

“Maintain & repair” means install, maintain, repair and replace.

Where any terms are used in the by-laws are defined in the Act they will have the same meaning as those words have in the Act;

- 2 Rights - Such owner is conferred with the special privilege and entitlement in respect of the common property to carry out the Works and Maintenance subject to the due observance and performance by such owner with the following conditions and obligations:
  - (a) Permission & requirement - Such owner is permitted to carry out the Works. Such Works carried out by such owner must use similar colour and material to match with other lots and comply with the Fire Regulations. The tradesperson engaged by such owner must be fully licensed and insured;
  - (b) Maintenance - Such owner must at own cost properly and promptly carry out the Maintenance and keep in a state of good and serviceable repair. Such owner shall at own cost carry out the Maintenance whenever reasonably required by the owners corporation. Such owner shall properly and promptly carry out the Maintenance and keep in a state of good and serviceable repair the common property to which the Works attached;
  - (c) Indemnity - Such owner shall indemnify and keep indemnified the owners corporation against:
    - 1) All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation and arising directly or indirectly out of the use of the common property.
    - 2) Any cost or damages incurred by or for which the owners corporation is or becomes liable pursuant to sec. 106(3) of the Act in respect of the use of the common property, the subject of this by-law.
- 3 Lot owner's fixtures - The additions by the Works are and remain such owner's fixtures. Such owner must carry out the Maintenance and make sure them in a state of good and serviceable repair and for this purpose, renew and replace it at such owner's cost.
- 4 By-law breaches - Without prejudice to the other rights of the owners corporation, where such owner fails or neglects to carry out any condition referred to herein than the owners corporation or its agent, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice giving to any occupier or such owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from such owner.

#### 20 Absolution of maintenance – lot fixtures & fittings

1. This by-law, pursuant to sec. 107 of the Act, provide a guide to owners in determining the maintenance responsibilities and provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
2. The intent being that any fixture or fitting contained within the lot, whether specified in this by-law or not, or any appliance that only services one lot, whether specified in this by-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to sec. 106(3) of the Act.
3. Any item specified in this by-law that is afforded cover for damage due to an insurable event by the owners corporations insurance policy shall still be protected by that insurance. At all times, the owners corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
4. This by-law does not confer any rights upon a lot owner to install any item listed in this by-law as a fixture or fitting of a lot.
5. In this by-law, unless the context otherwise requires:
  - a) the singular includes plural and vice versa;
  - b) any gender includes the other genders;
  - c) any terms in the by-law will have the same meaning as those defined in the Act; and
  - d) references to legislation includes references to amending and replacing legislation.
6. Terms & conditions - In accordance with sec. 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owner's lot within the strata scheme;
  - 1) Internal areas - all decorative finishes within a lot, including but not limited to;

Annexure: **D** to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

Strata By-laws 1 - 20

*June 2016*



Dated: 30 September 2017

- (a) All internal walls, cornices, skirting boards, architraves and internal door jams
- (b) Wall tiles wherever located, including kitchen, bathroom and laundry
- (c) Floor tiles wherever located, including kitchen, bathroom and laundry
- (d) False ceilings, mezzanines, stairs and handrails
- (e) All paintwork and wall paper
- (f) The cleaning of mould throughout the lot where the causative factors are purely environmental
- 2) Bathroom, en-suites, laundry areas - all fixtures and fittings, including but not limited to:
  - (a) All taps and internal pipe work
  - (b) Shower screens, bathtub, sealant, waterproofing, including internal floor waste and drainage pipes
  - (c) Sinks and hand basins including internal drainage pipes,
  - (d) Cabinets and mirrors, toilet pan, including cistern and internal waste pipes
  - (e) All lights, light fittings and exhaust fans that only service the lot, wherever located
- 3) Kitchen areas - all kitchen fixtures and fittings, including but not limited to;
  - (a) All taps and internal pipe work
  - (b) All internal waste and drainage pipes, including connection to the common stack
  - (c) Bench tops, sinks and insinkers, ovens, stoves and cook tops
  - (d) All lights, light fittings, exhaust fans and range hood's that only service the lot, wherever located, including ducting and external ventilation points
- 4) Floor coverings
  - (a) All carpet within the lot
  - (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
  - (c) All floor boards, whether floating or fixed
  - (d) All parquetry, linoleum, vinyl and cork tiles wherever located
- 5) Balcony & courtyard areas
  - (a) All tiles, pavers, decking, stairs and handrails within the balcony or courtyard area
  - (b) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
  - (c) All plants and grassed areas within the balcony or courtyard
  - (d) The pruning, trimming or removal of a tree or trees within the cubic space of a lot, including damage caused by roots
  - (e) Fences that divide two lots
  - (f) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
- 6) Electrical fittings & appliances may be recessed in the ceiling
  - (a) All lights and light fittings, including switches serving one lot, including down lights and transformers that may be recessed in the ceiling
  - (b) All ceiling fans, electrical sockets and wall plates
  - (c) Electrical main and sub-main serving one lot including fuses wherever located
  - (d) Smoke detectors and alarm systems serving one lot
  - (e) Individual garage door motors
  - (f) Telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
  - (g) Split or ducted air-conditioning systems, including condenser units and all associated equipment wherever located serving one lot;
  - (h) Electrical or gas hot water heaters and all associated equipment serving one lot, wherever located.
  - (i) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed serving one lot.
  - (j) Intercom handsets serving one lot and associated wiring located within non-common walls.
- 7) Unit entry door, balcony doors, windows and garage area
  - (a) All fly screens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner, automatic door closers
  - (b) Any door locking device, opening device and automatic door closers installed on the front and back doors, balcony doors, garage door (including T-lock), letterbox or windows of the lot, whether installed originally or subsequently by the lot owner;
  - (c) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate common entry doors and garage doors at the scheme. (END)

FILM WITH  
AM 776339

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 73992 was affixed on ^ 30/09/2017 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: Jimmy Feng Name: Jimmy Feng Authority: Strata Manager

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

^ Insert appropriate date  
\* Strike through if inapplicable.

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

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

Jimmy Feng





PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2)  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Our Reference: **PL2019/1349**  
Your Reference: **2019/030599**  
Date of Issue: **Girgis**  
**16/05/2019**

**Philip Goldman & Co**  
**Po Box 903**  
**FAIRFIELD NSW 1860**

Property Number:	<b>57971</b>
Property Address:	<b>1/83 Terry Street BLAKEHURST NSW 2221</b>
Legal Description:	<b>Lot 1 SP 73992</b>

This planning certificate should be read in conjunction with the relevant Local Environmental Plan listed under Names of Relevant Planning Instruments and DCPs. This is available on the NSW legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land and Property Information. Applicants must verify all property and lot information with NSW Land and Property Information.

The information contained in this certificate relates only to the lot described on page 1 of this certificate.



Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

This certificate is provided pursuant to Section 10.7(2) of the Act. At the date of this certificate, the subject land may be affected by the following matters.

## 1. Names of relevant planning instruments and DCPs

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

The following environmental planning instruments apply to the carrying out of development on the land:

### **Local Environmental Plans**

Kogarah Local Environmental Plan 2012

### **State Environmental Planning Policies**

The following State Environmental Planning Policies apply:

No. 19 - Bushland in Urban Areas  
No. 21 - Caravan Parks  
No. 30 - Intensive Agriculture  
No. 33 - Hazardous and Offensive Development  
No. 50 - Canal Estate Development  
No. 55 - Remediation of Land  
No. 62 - Sustainable Aquaculture  
No. 64 - Advertising and Signage  
No. 65 - Design Quality of Residential Apartment Development  
No. 70 - Affordable Housing (Revised Schemes)  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (State Significant Precincts) 2005  
SEPP (Mining, Petroleum Production and Extraction Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Infrastructure) 2007  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (State and Regional Development) 2011  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Vegetation in Non-Rural Areas) 2017

### **Deemed State Environmental Planning Policies (Regional Environmental Plan)**

The Greater Metropolitan Regional Environmental Plan 2 - Georges River Catchment.

*(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 Secretary has notified the*

*council that the making of the proposed instrument has been deferred indefinitely or has not been approved):*

The following proposed environmental planning instruments that have been the subject of community consultation or on public exhibition under the Act, apply to the carrying out of development on the land:

On 31 October 2017, the NSW Department of Planning and Environment placed the draft SEPP (Environment) on community consultation.

On 27 October 2017, the NSW Department of Planning and Environment placed the proposal to repeal State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007 on community consultation.

On 20 June 2018, the NSW Department of Planning and Environment placed an amendment to the SEPP (Exempt and Complying Development Codes) 2008 on community consultation.

On 5 October 2018, The NSW Department of Planning and Environment placed an amendment to SEPP (Exempt and Complying Development Codes) 2008 and Standard Instrument Order 2006 in order to provide for short-term rental accommodation in NSW.

On 30 November 2018, The NSW Department of Planning and Environment placed an amendment to SEPP 70 – Affordable Housing (Revised Schemes) on community consultation.

On 14 January 2019, the NSW Department of Planning and Environment placed on community consultation proposed amendments to a number of SEPPs that will replace the existing references to Planning for Bush Fire Protection (PBP) or associated publications with a reference to the new edition of PBP or the relevant publication. Additional amendments are also proposed in some cases to ensure that the relevant provisions are consistent with the new edition of PBP. The SEPPs to be amended are:

- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Kurnell Peninsula) 1989
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

The following development control plans apply to the carrying out of development on the land:

Kogarah Development Control Plan 2013.

*(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environment 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) that includes the land in any zone (however described).*

*(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),*

*(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*

*(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*

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

## **Zone R2 Low Density Residential under Kogarah Local Environmental Plan 2012**

### **2 Permitted without consent**

Home occupations

### **3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing

### **4 Prohibited**

Any development not specified in item 2 or 3

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

There are no development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house under the Kogarah Local Environmental Plan 2012.

*(f) whether the land includes or comprises critical habitat,*

The land does not include or comprise critical habitat under any environmental planning instrument.

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

The land is not located within a conservation area under the provisions of Kogarah Local Environmental Plan 2012.

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

The land does not contain a heritage item under the provisions of Kogarah Local Environmental Plan 2012.

## **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).*

The State Environmental Planning Policy (Sydney Region Growth Centres) 2006 does not identify land within the Georges River Local Government Area as a growth centre and therefor the policy does not apply.

## **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), 1.18 (1) (c3) 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), 1.18 (1) (c3) 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 that 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 under the Housing Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.

### **Rural Housing Code**

Complying development under the Rural Housing Code does not apply as the land is not zoned RU1 Primary Production, RU2 Rural Landscape, RU3 Forestry, RU4 Primary Production Small Lots, RU6 Transition and R5 Large Lot Residential.

### **Greenfield Housing Code**

Complying development under the Greenfield Housing Code does not apply to Georges River Council Local Government Area.

### **Housing Alterations Code**

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

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.

### **General Development Code**

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

**Commercial and Industrial Alterations Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

**Container Recycling Facilities Code**

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

**Subdivision Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Disclaimer:** The information above addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3), and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

**NOTE:** Council does not have sufficient information to ascertain the extent to which complying development under the Codes may be carried out on the land. A restriction to carrying out complying development applies to the land, but may not apply to all of the land.

**4. Coastal Protection – Repealed (03/04/2018)**

#### **4A. Coastal Protection– Repealed (03/04/2018)**

#### **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).*

*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".*

No, according to Council's records the owner (or previous owner) of the land has not consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 553B of the LG Act 1993).

#### **5. Mine subsidence**

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

The land is not in an area proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

#### **6. Road widening and road realignment**

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

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

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

*(b) any environmental planning instrument?*

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

*(c) any resolution of the Council?*

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

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

*Whether or not the land is affected by a policy:*

*(a) adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?*

The property is affected by the following Council policy:

**Airspace operations** - The objective of this clause is to protect airspace around airports. (Refer Clause 6.9, Hurstville Local Environmental Plan 2012 or Clause 6.5, Kogarah Local Environmental Plan 2012).

**Aircraft noise** - the property is affected by Clause 6.6 Development in areas subject to aircraft noise of the Kogarah Local Environmental Plan 2012.

**Water management** - the property is affected by the Kogarah Water Management Policy 2006.

**Contaminated land** - the property is affected by the Kogarah Contaminated Land Policy 2009.

*(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk (other than flooding)?*

Council has not been notified of any policies adopted by other public authorities that restricts development of this land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

## **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.*

No - However, Council has not yet adopted a risk management plan to categorise the flood risk associated with development of the land or part of the land for such a purpose referred to in Clause 7A(1). Note: Studies may be undertaken in the future that categorize the flood risk. It should be noted that any development of the land or part of the land may be assessed on merit and as such flood development controls may apply. For further information please contact Council's Catchments & Waterways section on 9330 6400.

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

No - Council has not yet adopted a risk management plan to categorise the flood risk associated with development of the land or part of the land for such a purpose referred to in Clause 7A(2). Note: Studies may be undertaken in the future that categorise the flood risk. It should be noted that any development of the land or part of the land may be

assessed on merit and as such flood development controls may apply. For more information please contact Council's Catchments & Waterways section on 9330 6400.

**Note 1:** Words and expressions in this clause have the same meanings as in the standard instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

**Note 2:** The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

## 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 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.

## 9. Contributions plans

*The name of each contribution plan applying to the land:*

Section 94 Contribution Plan No. 1 - Road and Traffic Management.

Section 94 Contribution Plan No. 5 - Open Space.

Section 94 Contribution Plan No. 9 - Kogarah Libraries.

Georges River Council Section 94A Contributions Plan 2017.

## 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.

Council has not been notified by the NSW Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

## 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.*

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

#### **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).*

Council has not been notified by the Local Land Services that the land contains a set aside area nor is the land registered in the public register under section 60ZC of the Local Land Services Act 2013.

#### **11. Bush fire prone land**

*If any of the land is bushfire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.*

*If none of the land is bush fire prone land, a statement to that effect.*

The Land is not shown to be bushfire prone land in Council records.

#### **12. Property Vegetation Plans**

*If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).*

The provisions of the *Native Vegetation Act 2003*, do not apply to the Georges River Council area.

#### **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).*

The Council has not been notified of an order under the Act in respect of tree(s) on the land.

Council has not verified whether any order has been made of which it has not been notified. The applicant should make its own inquiries in this regard if this is a matter of concern.

#### 14. Directions under Part 3A

*If there is 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, a statement to that effect identifying the provision that does not have effect.*

There is no direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979..

#### 15. Site compatibility certificates and conditions for seniors housing

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

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

- (i) the period for which the certificate is current, and*
- (ii) that a copy may be obtained from the head office of the Department, and*

*(b) a statement setting out 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.*

- (a) Council is not aware of the issue of any current Site Compatibility Certificate (Seniors Housing) in respect of proposed development on the land.

(b) No terms of a kind referred to in Clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

#### 16. Site compatibility certificates for infrastructure

*A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate is to include:*

- (a) The period for which the certificate is current, and*
- (b) That a copy may be obtained from the head office of the Department.*

Council is not aware of the issue of any valid Site Compatibility Certificate (Infrastructure), in respect of proposed development on the land.

#### 17. Site compatibility certificates and conditions for affordable rental housing

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

- (a) *The period for which the certificate is current, and*
- (b) *That a copy may be obtained from the head office of the Department of Planning.*

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

(1) Council is not aware of the issue of any current Site Compatibility Certificate (Affordable Rental Housing), in respect of proposed development on the land.

(2) No terms of a kind referred to in Clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

## 18. Paper subdivision information

*(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*

There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

*(2) The date of any subdivision order that applies to the land.*

There is no subdivision order applying to the land.

*(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

## 19. Site Verification Certificates

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

- (a) *the matter certified by the certificate, and*

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

- (b) *The date on which the certificates 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.*

There are no current site verification certificates applying to the subject land.

## 20. Loose-fill asbestos insulation

*A statement if the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading.*

The land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

## **21. Affected building notices and building product rectification orders**

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

Council is not aware of any affected building notice in force in respect of the land

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

Council is not aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

*(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.*

Council is not aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

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

## **Any Other Prescribed Matter**

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

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

The land has not been identified as significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environmental Protection Authority).

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

The land is not subject to a management order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

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

The land is not the subject of an approved voluntary management proposal within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

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

The land is not the subject of an ongoing maintenance order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

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

Council has not been provided with a site audit statement, within the meaning of the Act, for this land.

#### **NOTE**

This information is provided pursuant to section 10.7 (2) of the Environmental Planning and Assessment (EPA) Act 1979 as prescribed by Schedule 4 of the EPA Regulations 2000 and is applicable as of the date of this certificate.

#### **Additional matters pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979**

Additional information provided pursuant to section 10.7(5) of the *Environmental Planning and Assessment Act 1979* is available upon application and payment of the prescribed fee. Advice will be provided for the following additional matters not included under Section 10.7(2) in accordance with Section 10.7(5) of the Act:

- Adjacent to a Heritage Item or Heritage Conservation Area
- State Heritage Item
- Stormwater drain
- Planning agreements
- Council studies, policies and plans

Meryl Bishop

**Director - Environment and Planning**



**Disclaimer** The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.





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.

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Land ID	Land address	Taxable land value
S73992/1	Unit 1, 83 TERRY ST BLAKEHURST 2221	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

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Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

**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.

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

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

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

**How do I get an updated certificate?**

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

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

**Land value, tax rates and thresholds**

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



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



1300 139 816\*



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



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

\* Overseas customers call +61 2 9761 4956  
Help in community languages is available.