

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCQS ID: 85043514	NSW DAN:
vendor's agent	Narellan Professionals P O Box 136, Narellan NSW 2567		Phone: 4623 0380 Fax: Ref:
co-agent	marnie.harris@professionalsnarellan.com.au		
vendor	SCOTT ANTHONY MICALLEF		
vendor's solicitor	DA Patterson & Partners 75 Dunmore Street Wentworthville NSW 2145		Phone: 02 9631 6200 Fax: 02 9631 3279 Ref: 021289 MICALLEF
date for completion	42 days after the contract date	(clause 15)	Email: info@pattersonsolicitors.com.au
land	39/179 RESERVOIR RD BLACKTOWN NSW 2148 (Address, plan details and title reference)		
	LOT 39 IN STRATA PLAN 38518 39/SP38518		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)
The price includes
GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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021289 MICALLEF

85043514

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW 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.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Premier Strata 9630 7500 Email: mail@premierstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion, the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

1. **HEADINGS**

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

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

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

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

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

3. **WHOLE AGREEMENT**

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

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

Without in any manner negating limiting or restricting any rights or remedies which would have been available to any party hereto at law or in equity had this clause not been included herein

should either party (and if such party shall comprise more than one person, any one or more of them) prior to completion.

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

5. **NOTICE TO COMPLETE**

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

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

6. **LIQUIDATED DAMAGES**

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

7. **RELEASE OF DEPOSIT**

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

- (a) as a deposit on the purchase of the other property. The vendor warrants that upon release of the deposit in accordance with the terms of this special condition such deposit will be paid only to the Trust Account of an Estate Agent or a Solicitor and shall not be further released without the consent of the Purchaser, or
- (b) as stamp duty on the Contract for the property being purchased by the Vendor.
- (c) As a deposit for a Retirement Village.

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

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

9. **IDENTITY OF AGENT**

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

10. **THE COOLING OFF PERIOD**

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

11. **PAYMENT OF DEPOSIT**

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

12. **REDUCED DEPOSIT**

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

13. **FOREIGN TAKEOVERS ACT, 1975**

(a) The purchaser warrants:

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

and whether the purchaser is a natural person or a corporation

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

(b) In the event that the Foreign Takeovers Act, 1975 applies to the Purchaser and to this transaction, in breach of the warranty contained in this Clause, the Purchaser agrees to

indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge of completion.

14. **SWIMMING POOL/SPA**

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

15. **SECTION 10.7 CERTIFICATE**

The parties acknowledge that Environmental Planning Assessment Act, 1979 state Environmental Policy No. 25- Residential Allotment sizes and Dual occupancy subdivision (amendment No. 4) has amended State Environmental Planning Policy No. 25 ("SEPP 25") (by inter alia, omitting part 3 and 4 and Schedule 3 which relate to Dual Occupancy), State Regional Environmental Plan No. 12 – Dual Occupancy ("SREP 12"), and repealed State Environmental Planning Policy No. 25- Town Houses, Villa homes ("SEPP 28") and in so far as SEPP 25, SEPP 28 and SREP 12 are no longer affective, the attached Section 10.7 Certificate shall be deemed to be amended to this extent.

16. **CONSUMER CREDIT CODE**

The Purchaser warrants that:

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

AND

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

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

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

18. **SETTLEMENT DEFAULT**

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

20. **AMENDMENTS TO PRINTED FORM**

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

21. **SMOKE ALARMS**

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

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

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

22. **DIRECTORS GUARANTEE**

I, We (the Guarantors")

being the Directors Shareholders of the Purchaser

a company incorporated in the State of

(hereinafter called the "Purchasing Company") in consideration of the Vendor (hereinafter called the "Vendor") at my/our request agreeing to sell the property described in the Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing company of **ALL THE TERMS AND CONDITIONS** of the within Contract and do **FURTHER** covenant and agree that **I/WE WILL INDEMNIFY** and keep indemnified the Vendor against any loss or damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract.

The Guarantor/s acknowledge prior to execution hereunder that they have read and understood, as evidenced by their signatures hereto, the terms and conditions of the Contract for Sale in its entirety.

SIGNED by

Full name of Director:

In the presence of:

SIGNED by

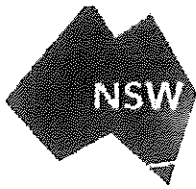
Full name of Director

In the presence of:

CONDITIONS OF SALE BY AUCTION

1. If the property is or intended to be sold at auction, the following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock.
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



FOLIO: 39/SP38518

SEARCH DATE	TIME	EDITION NO	DATE
16/7/2021	4:08 PM	7	7/8/2020

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

LAND

LOT 39 IN STRATA PLAN 38518 AT BLACKTOWN LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

SCOTT ANTHONY MICALLEF (T 6853065)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP38518
- 2 AQ303917 MORTGAGE TO AUSTRALIAN UNITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP38518

SEARCH DATE	TIME	EDITION NO	DATE
16/7/2021	4:14 PM	14	28/4/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 38518
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP38518

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 38518
ADDRESS FOR SERVICE OF DOCUMENTS:
PREMIER STRATA MANAGEMENT PTY LTD
PO BOX 3030
PARRAMATTA NSW 2124

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K763174 COVENANT
- 3 M170066 COVENANT
- 4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
 - DP786979 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES
1.49 WIDE
 - DP786979 RIGHT OF CARRIAGEWAY 6 WIDE
 - DP786979 FOR UNDERGROUND MAINS 1 WIDE
 - DP786979 FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF
PIPES (APPROXIMATE POSITION)
 - DP643456 FOR WATER SUPPLY PURPOSES OVER LINE OF PIPES
 - DP643456 FOR SEWERAGE PURPOSES
- 5 DP749143 RESTRICTION(S) ON THE USE OF LAND
- 6 DP786979 RESTRICTION(S) ON THE USE OF LAND
- 7 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP786979 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES
4.51, 6 & 7 WIDE AND VARIABLE WIDTH
 - DP786979 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 13
WIDE AND VARIABLE WIDTH
 - DP786979 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6
& 7 WIDE AND VARIABLE WIDTH
 - DP786979 FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

- PIPES (APPROXIMATE POSITION)
- 8 DP643456 RESTRICTION(S) ON THE USE OF LAND
 - 9 DP814986 RIGHT OF CARRIAGEWAY 5 AND 7 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 10 DP814986 RIGHT OF CARRIAGEWAY 7 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 11 AP183590 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 7824)

STRATA PLAN 38518

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	130	2	130	3	130	4	130
5	130	6	130	7	116	8	116
9	116	10	116	11	116	12	116
13	116	14	116	15	116	16	116
17	116	18	116	19	116	20	116
21	116	22	116	23	116	24	116
25	116	26	116	27	116	28	116
29	116	30	116	31	116	32	130
33	130	34	130	35	130	36	130
37	130	38	130	39	130	40	130
41	130	42	130	43	130	44	116
45	116	46	138	47	138	48	138
49	138	50	116	51	116	52	116
53	116	54	128	55	128	56	128
57	128	58	128	59	128	60	142
61	142	62	142	63	142		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CONTRACT NUMBER DATE

BLACKTOWN

The Council of the City of Blacktown, being a local government body, has approved the proposed subdivision of the land shown in the plan of subdivision and the registration of the plan of subdivision.

Date: 15-2-1991
Subdivision No: 7845

Control Date

Consent 7845 - 7/1/91 - 54/92/312

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



SECRETARY
L. K. M.
DIRECTOR

APPLICANT'S NAME

ROBERT ALFRED PIKE

1/ JAPAN, B. WHITE P/L OX 11333, HURSTVILLE

(1) The applicant is the proprietor of the land shown in the plan of subdivision and the registration of the plan of subdivision.

(2) The applicant is the proprietor of the land shown in the plan of subdivision and the registration of the plan of subdivision.

(3) The applicant is the proprietor of the land shown in the plan of subdivision and the registration of the plan of subdivision.

(4) The applicant is the proprietor of the land shown in the plan of subdivision and the registration of the plan of subdivision.

(5) The applicant is the proprietor of the land shown in the plan of subdivision and the registration of the plan of subdivision.

PLAN OF SUBDIVISION OF LOT 3 IN D.P. 786979

Murrumbidgee
City : BLACKTOWN

Locality : BLACKTOWN

Parish : PROSPECT

County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres

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

THE REGISTERED PROPRIETORS
STRATA PLAN NO. 38518
179 RESERVOIR ROAD,
BLACKTOWN 2148



STRATA PLAN 38518

Registered
B21.2.1991

C.A. : N° 7845 OF 15-2-1991

Purpose : STRATA PLAN

Ref. Map : UB252-32 #

Last Plan : DP 786979

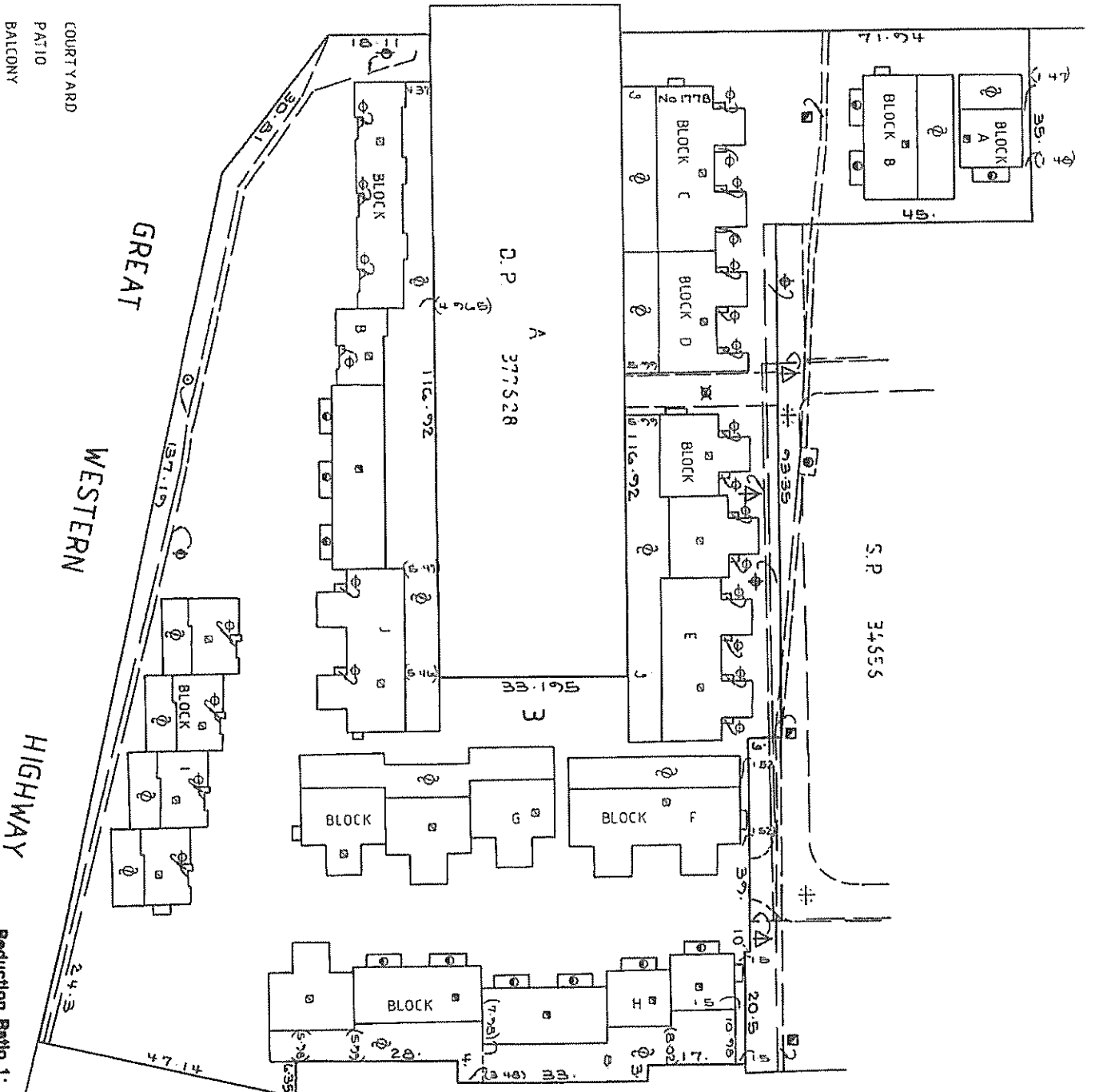
SEE SHEET 2 FOR LOCATION PLAN

Plan Drawing only to appear in this space

10
20
30
40
50
60
70
80
90
100
110
120
130
140
150
160

RESERVOIR ROAD

- ⊕ COURTYARD
- ⊕ PATIO
- ⊕ BALCONY
- ▣ SINGLE STOREY BRICK VILLAS
- ▣ TWO STOREY BRICK TOWNHOUSES



S.P. 34553

D.P. A
377528

S.P. 36458

Reduction Ratio 1: 750

Lengths are in metres

- ⊕ RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 1.49 WIDE VIDE D.P. 786979
- ⊕ EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES (APPROX. POSITION) VIDE D.P. 786979
- ⊕ EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES (APPROX. POSITION) VIDE D.P. 643456
- ⊕ D.P. 103
- ⊕ D.P. 749143
- ⊕ EASEMENT FOR WATERSUPPLY OVER EXISTING LINE OF PIPES (APPROX. POSITION) VIDE D.P. 643456
- ⊕ RIGHT OF CARRIAGEWAY 6 WIDE VIDE EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE VIDE D.P. 786979
- ⊕ RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4.51, 6.27 WIDE VIDE D.P. 786979
- ⊕ EASEMENT FOR UNDERGROUND MAINS 1 WIDE VIDE D.P. 786979

[Signature]
Registered Surveyor

CP7845 - 15/12/1991
Council Clerk

STRAITA PLAN 38518



SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	UNIT ENTITLEMENT
1	130
2	130
3	130
4	130
5	130
6	130
7	116
8	116
9	116
10	116
11	116
12	116
13	116
14	116
15	116
16	116
17	116
18	116
19	116
20	116
21	116

LOT NO.	UNIT ENTITLEMENT
22	116
23	116
24	116
25	116
26	116
27	116
28	116
29	116
30	116
31	116
32	130
33	130
34	130
35	130
36	130
37	130
38	130
39	130
40	130
41	130
42	130

LOT NO.	UNIT ENTITLEMENT
43	130
44	116
45	116
46	138
47	138
48	138
49	138
50	116
51	116
52	116
53	116
54	128
55	128
56	128
57	128
58	128
59	128
60	142
61	142
62	142
63	142
AGG	7824

Reduction Ratio 1:

Lengths are in metres

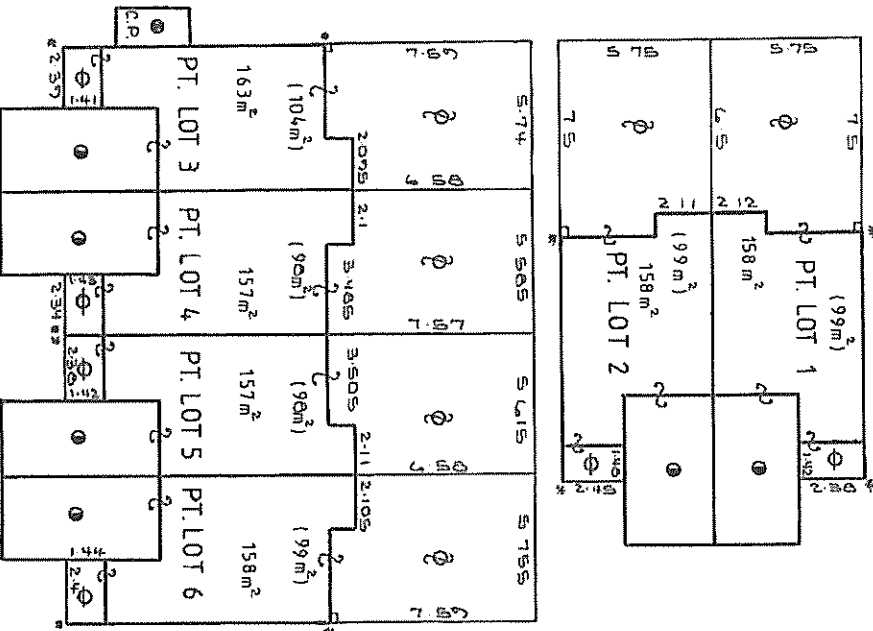

 Registered Surveyor


 Council Clerk



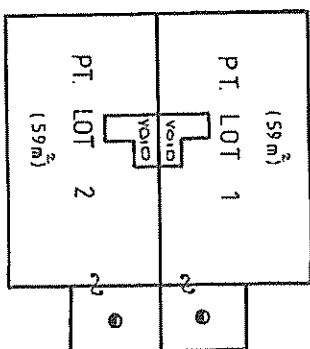
BLOCK A & B

GROUND FLOOR



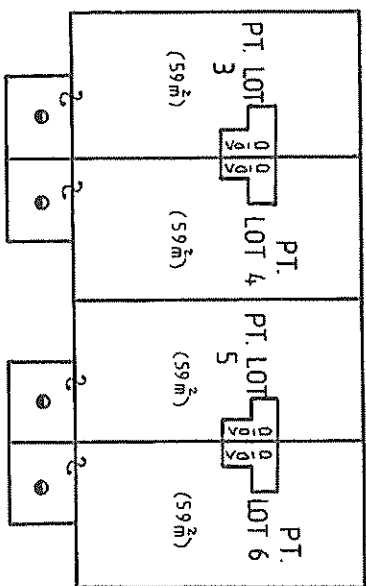
BLOCK A

FIRST FLOOR



BLOCK B

FIRST FLOOR



- ⊙ GARAGE
- ⊕ COURTYARD
- ⊖ PATIO
- ⊙ BALCONY
- ⊙ ELECTRICITY ROOM
- * CORNER OF BLOCK
- C.P. COMMON PROPERTY
- L DENOTES 90°

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE COURTYARDS AND PATIOS IS LIMITED IN HEIGHT TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

CP7845 - 15/2/97
[Signature]
 Council Clerk

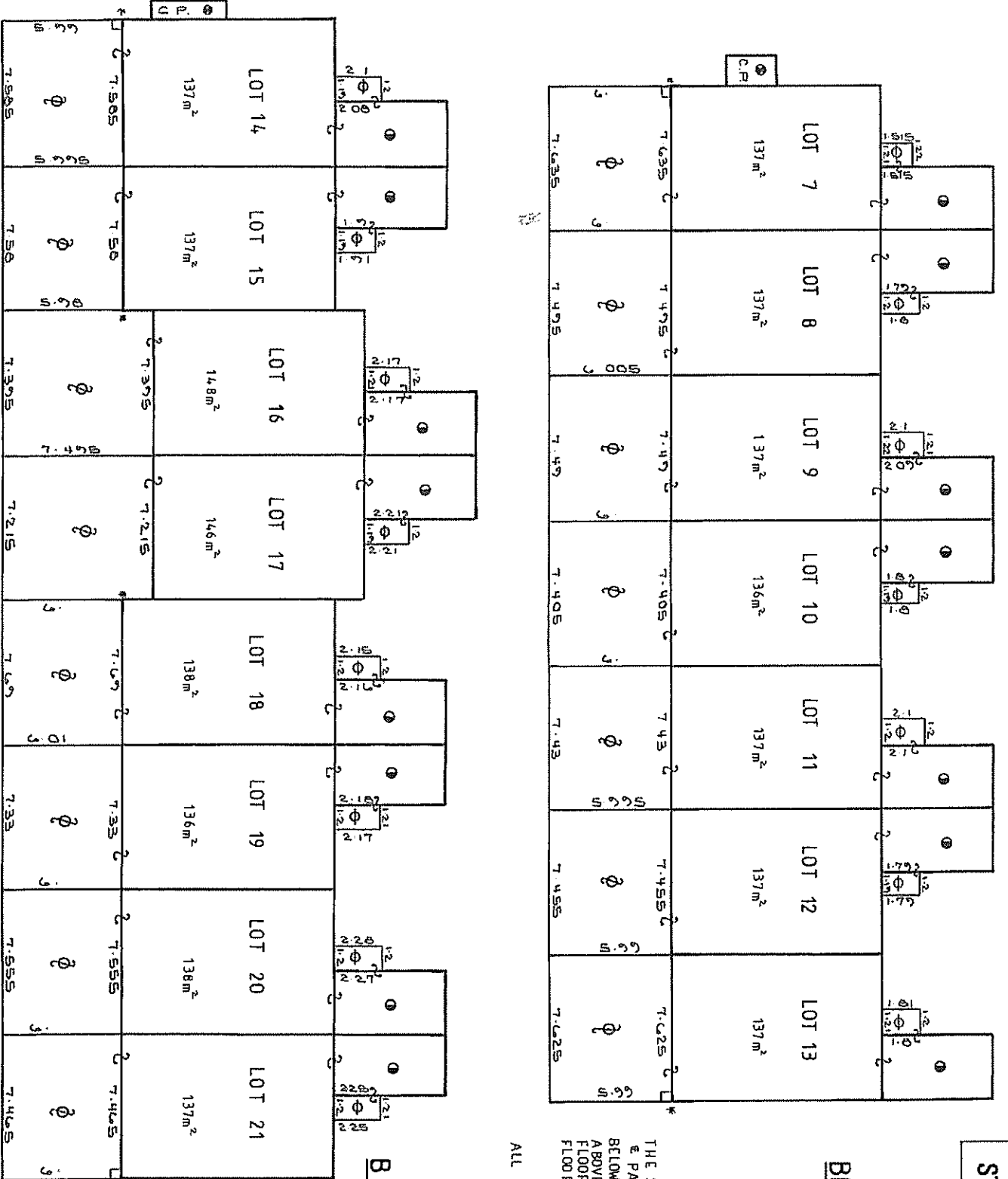


STRATA PLAN 38518

BLOCK C & D

THE STRATUM OF THE COURTYARDS & PATIOS IS LIMITED IN HEIGHT TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT

ALL AREAS ARE APPROXIMATE



BLOCK E

Reduction Ratio 1:200

Lengths are in metres

- C.P. Common Property
- ⊙ GARAGE
- ⊙ COURTYARD
- ⊙ PATIO
- ⊙ ELECTRICITY ROOM
- ⊙ DENOTES 90° CORNER OF BLOCK

STRATA PLAN 38518 - 15/2/1991

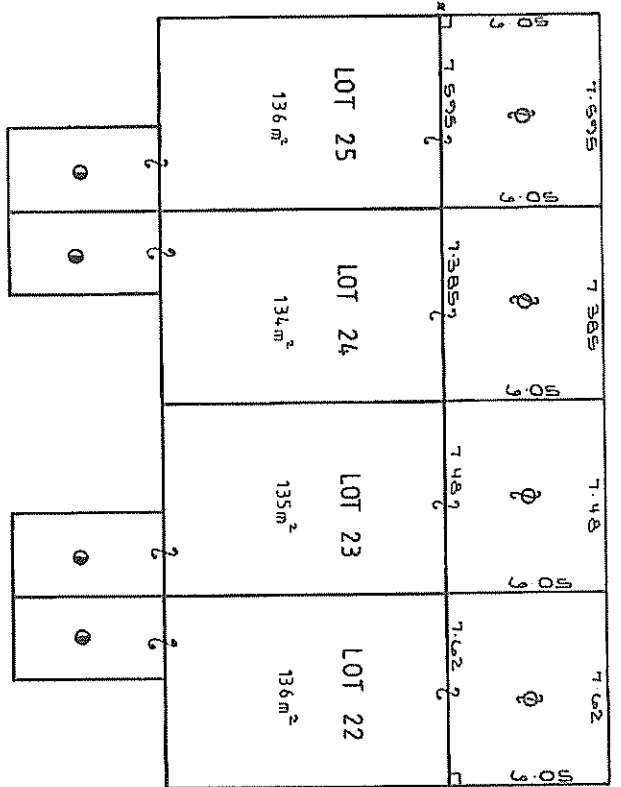
Registered Surveyor

CP 7845 - 15/2/1991

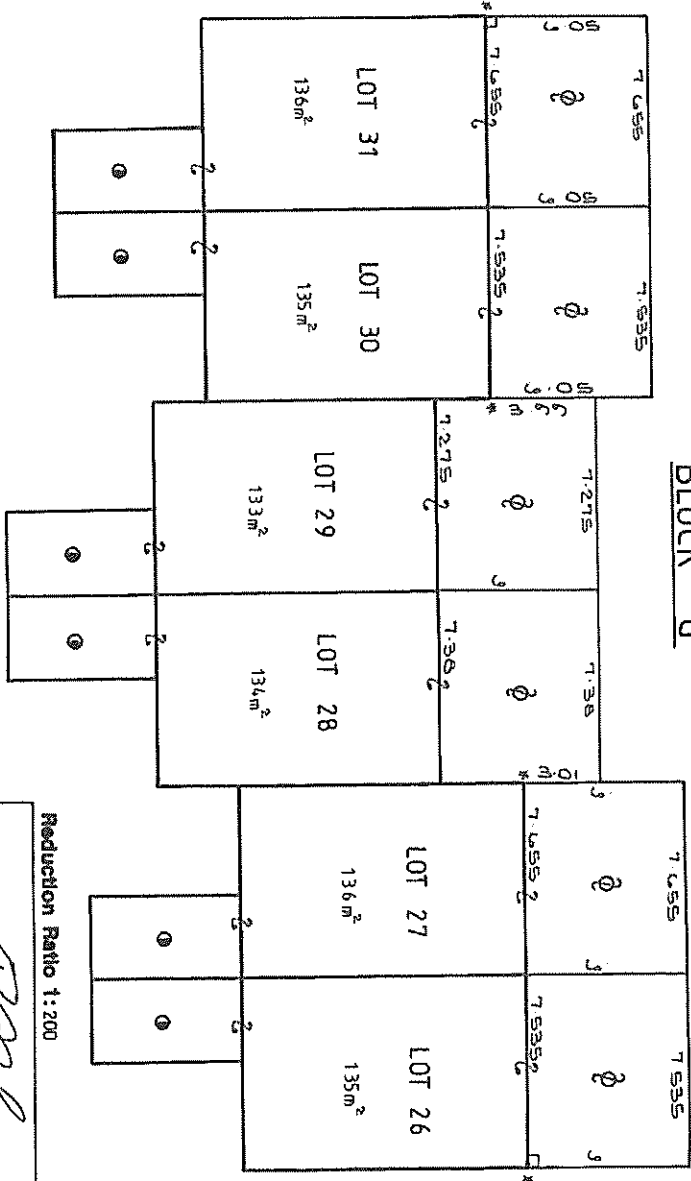


BLOCK F

STRATA PLAN 38518



BLOCK G



ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

- ⊙ GARAGE
- ⊙ COURTYARD
- ⊙ DENOTES 90°
- * CORNER OF BLOCK
- ⊙ ELECTRICITY ROOM
- C.P. COMMON PROPERTY

Reduction Ratio 1:200
 Registered Surveyor

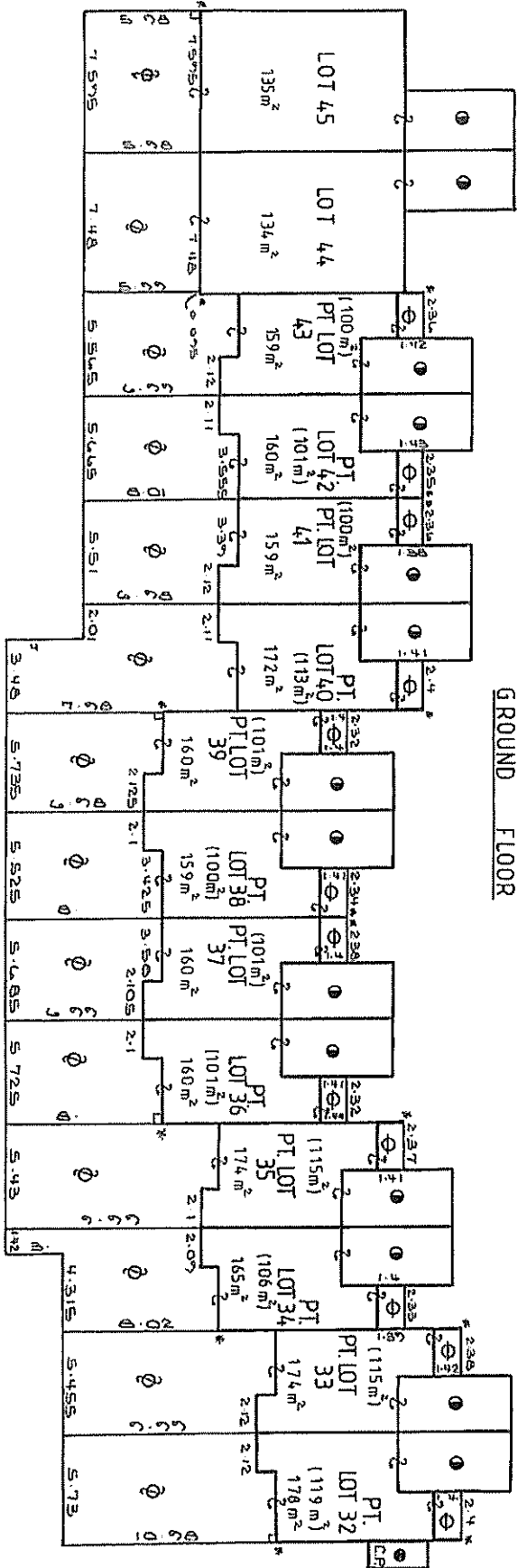
Lengths are in metres
 CP 7845 - 15/2/1991
 Council Clerk



BLOCK H

STRATA PLAN - 38518

GROUND FLOOR

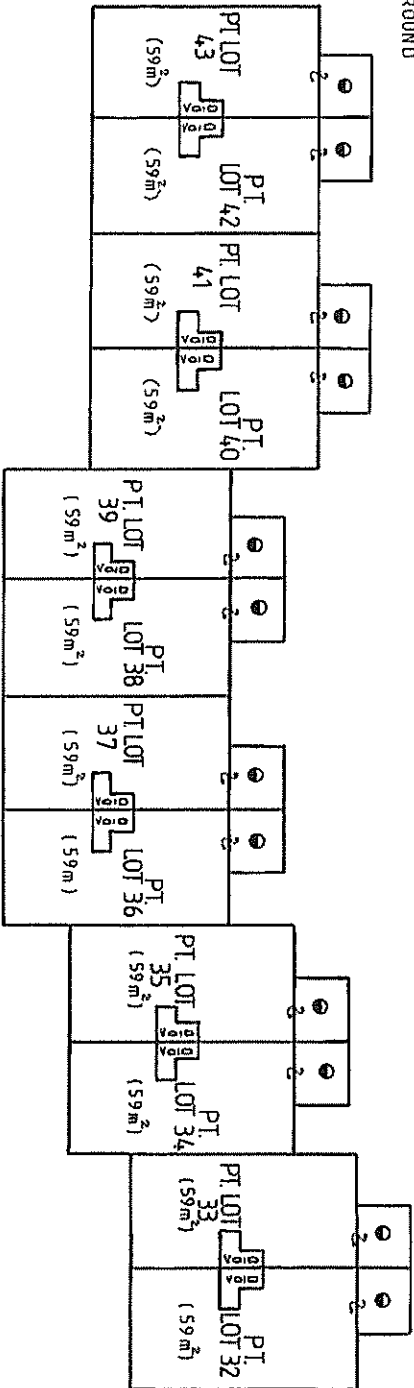


THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE COURTYARDS AND PATIOS IS LIMITED IN HEIGHT TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT

ALL AREAS ARE APPROXIMATE

FIRST FLOOR



- ⊙ GARAGE
- ⊕ COURTYARD
- ⊕ PATIO
- ⊕ BALCONY
- ⊕ ELECTRICALITY ROOM
- CP COMMON PROPERTY
- * CORNER OF BRICK
- ⊕ DENOTES 90°

Reduction Ratio 1:250

Lengths are in metres

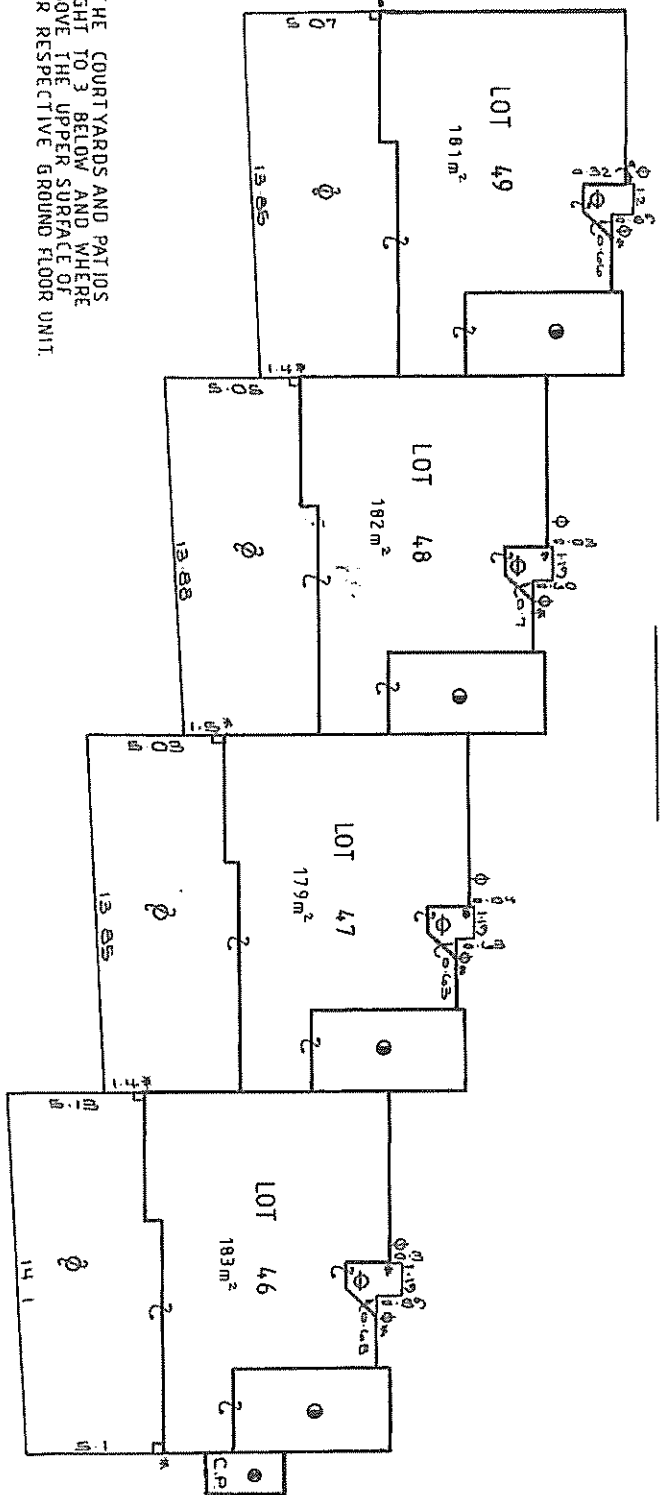
Registered Surveyor

Council Clerk



BLOCK 1

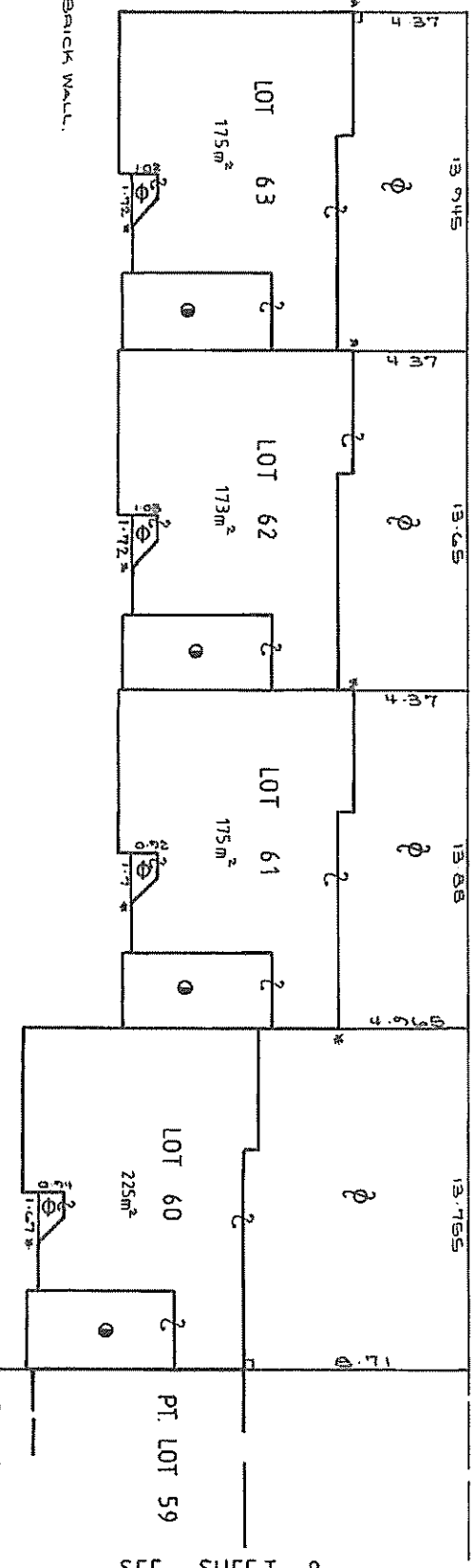
STRATA PLAN 38518



THE STRATUM OF THE COURTYARDS AND PATIOS IS LIMITED IN HEIGHT TO 3 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE

BLOCK J



- ⊥ DENOTES 90°
- * CORNER OF BRICK WALL.
- ⊕ COURTYARD
- ⊖ PATIO
- ⊙ GARAGE
- ⊙ ELECTRICAL ROOM
- ⊕ PROLONGATION OF OUTER FACE WALL
- C.P. COMMON PROPERTY

SEE SHEET 9

Reduction Ratio 1:200

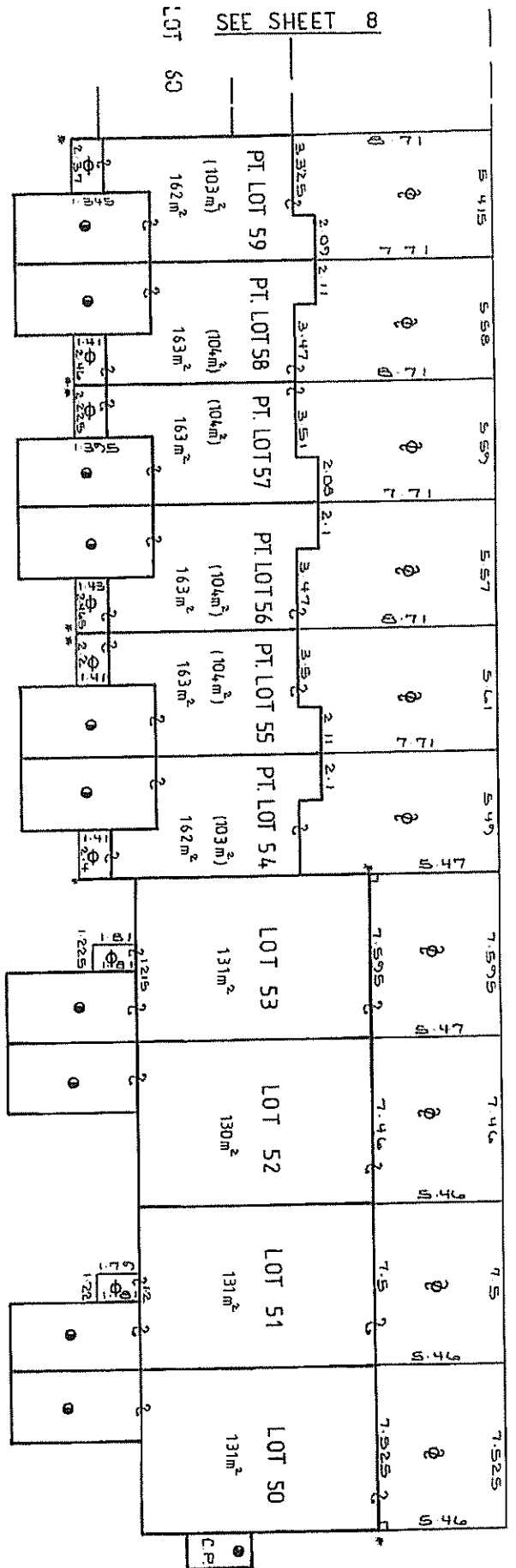
Lengths are in metres

[Signature]
 Registered Surveyor

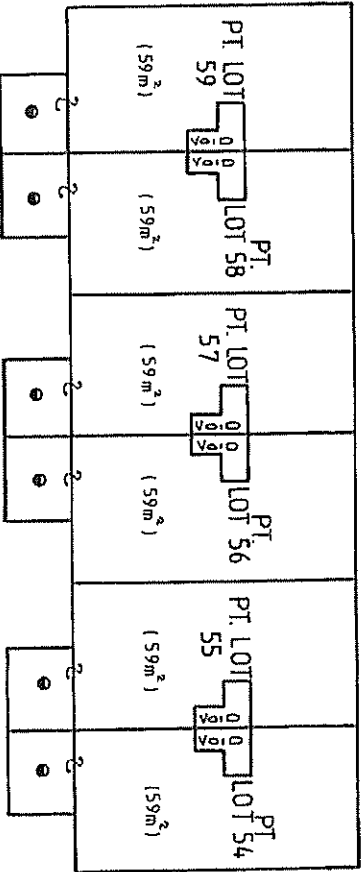
CP 78645 15/2/1997
 Council Clerk

BLOCK J
GROUND FLOOR

STRATA PLAN 38518



FIRST FLOOR



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE

- ⊕ COURTYARD
- ⊙ GARAGE
- ⊖ PATIO
- ⊙ BALCONY
- * CORNER OF BRICK
- ⊕ DENOTES 90°
- ⊕ ELECTRICITY ROOM
- ⊙ C.P. COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

C P 7845 15-2-1991
 Council Clerk



Lodger Details

Lodger Code 500855
 Name FIRST LEGAL
 Address L 1, 799 PACIFIC HWY
 CHATSWOOD 2067
 Lodger Box 127X
 Phone
 Email
 Reference AUB S2583524

For Office Use Only

AQ303917

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
39/SP38518		

Mortgagor

Given Name(s)	SCOTT ANTHONY
Family Name	MICALLEF

Mortgagee

Name	AUSTRALIAN UNITY BANK LIMITED
ACN	087652079
Australian credit licence	237994

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AM475640
(b) Additional terms and conditions	
Nil Further Covenants	

Mortgage Execution

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:

- (a) has taken reasonable steps to verify the identity of the mortgagor; and
- (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has taken reasonable steps to verify the identity of the mortgagee.

Executed on behalf of	AUSTRALIAN UNITY BANK LIMITED
Signer Name	AKSHYA PURVIKA KUMAR
Signer Organisation	FIRST LEGAL PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	07/08/2020

K 763174

own instrument not liable to Stamp Duty

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE. MAY 15 AM 11:30

R.P. S.A. No. _____

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

Lodgment
 Endorsement
 Certificate

L\$14.00
9/8/67



(Transfers must not be disclosed in the transfer.)

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

I, WILLIAM GEORGE BURNS of Blacktown, Poultry Farmer

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

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **FORTY POUNDS (£40. 0. 0)** (the receipt whereof is hereby acknowledged) paid to me by

THE COMMISSIONER FOR MAIN ROADS do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE COMMISSIONER FOR MAIN ROADS

(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... of P. ... or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ..."

ALL such my Estate and Interest in ALL the land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	PROSPECT	PART	6519	159	Being Lot 7 Deposited Plan 229466.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

64/501 ENC
SL 40.11.72 PM 34
764

REF 623540

~~And the transferee covenant(s) with the transferor⁴~~

And the transferor covenants with the transferee and (at the request of the transferee) with the Council of the Shire of Blacktown and so as to bind the residue of the land in Certificate of Title Volume 6519 Folio 159 (hereinafter called "the servient tenement") for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") that notwithstanding the provisions of the Local Government Act, 1919, as amended:-

⁴ Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 55 of the Conveyancing Act, 1919-1931.

(1) The servient tenement will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the dominant tenement or to or from any part of the road constructed over the dominant tenement without the prior consent in writing of the transferee or (where the dominant tenement is no longer vested in the transferee) of the said Council (which consent may at any time be revoked by the transferee or the said Council as the case may be in his or its absolute discretion).

(2) No means of access or route to or from any part of the dominant tenement or to or from the road constructed or to be constructed over the dominant tenement will at any time hereafter (without such consent as aforesaid being first had and obtained which consent may be withdrawn as aforesaid) be constructed formed or laid out in over or upon the servient tenement or any part thereof and any means of access or route must be forthwith closed upon the transferee or the said Council withdrawing his or its (as the case may be) consent as aforesaid.

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED -

- (a) that the restrictions arising under the foregoing covenants shall continue in force upon the dominant tenement or any part thereof being proclaimed to be a motorway in pursuance of the provisions of Part VA of the Main Roads Act, 1924, as amended but in the event of the dominant tenement thereafter ceasing to be a motorway within the meaning of Part VA of the Main Roads Act, 1924 as amended then the restrictions arising under the foregoing covenants shall cease to have any force or effect;
- (b) that the transferor shall at the request and cost of the transferee or (where the dominant tenement is no longer vested in the transferee) of the said Council execute and do all such further instruments assurances and things for further or more perfectly assuring unto the transferee or the said Council (as the case may require) the benefit of the foregoing covenants as by the transferee or the said Council (as the case may be) shall be reasonably required and any transfer of the whole or any part of the servient tenement will be made subject to the foregoing covenants.

AND IT IS HEREBY DECLARED THAT -

- (1) the land to which the benefit of these covenants is to be appurtenant is the dominant tenement;
- (2) the land subject to the burden of these covenants is the servient tenement;
- (3) the covenants hereinbefore contained may be released varied or modified by the transferee or (where the dominant tenement is no longer vested in the transferee) by the said Council.

ENCUMBRANCES, &c., REFERRED TO.

⁴ A very short note will suffice

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 138 (1) (a) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 11th day of May 1967
Signed in my presence by the transferor
WILLIAM GEORGE BURNS
WHO IS PERSONALLY KNOWN TO ME
F. E. PROOBY
Solicitor
Sydney

M Burns
Transferor.

Signed in my presence for the transferor
WALTER HENRY
WHO IS PERSONALLY KNOWN TO ME
A. Laughon

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
R. J. McKay
State Officer
Registrar-General

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notices of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19____
Signed in the presence of _____

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

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

NK 763174

LODGED BY State Crown Solicitor
 237 Macquarie St
 Sydney
 2000

FEES.
 The Fees, which are payable on lodgment, are as follows:-
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 6s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following:-
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are:-
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 (ii) £1 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engraving exceeds 16 folios, an amount of 6s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing.

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Received Docs. Nos.
 Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read marginal note.)

COMMONWEALTH TRADING BANK OF AUSTRALIA, Blacktown

mortgages under Mortgage No. F930912

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to the rights and remedies as regards the balance of the land comprised in such mortgage.

WILLIAM FLETCHER an Acting Assistant Inspector for the time being of the Commonwealth Trading Bank of Australia and as such being the Attorney mentioned and referred to in Power of Attorney from the said Bank dated 14 January, 1960 registered No. 62102 Miscellaneous Register an attested copy of which has been filed with the Land Titles Office No. 1877C hereby states that he has not received any notice or information of the revocation of the said Power of Attorney under the authority of which he executed the within instrument.

Signed in my presence by

JOHN WILLIAM FLETCHER
 Acting Assistant Inspector of the Commonwealth Trading Bank of Australia, the duly constituted Attorney of said Bank, who is personally known to me.

COMMONWEALTH TRADING BANK OF AUSTRALIA
 By its Attorney

Mortgages.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER (See Form 600)
Checked by RNY/H	Particulars entered in Register Book, Volume 1519 : Folio 159
Passed (in S.D.B.) by KJG	the 10th day of November 1966 at
Signed by [Signature]	minutes past 4 o'clock in the 4th noon.
	[Signature] Registrar-General

JOHN WILLIAM FLETCHER acting Assistant Inspector for the time being of the Commonwealth Trading Bank of Australia certifies that the interest of the Commonwealth Bank of Australia in the abovesigned Mortgage No. F930912 was on the proclaimed date within the meaning of Section 18 of the Commonwealth Bank Act 1955 an asset of the Commonwealth Bank of Australia to which that Section applied.

[Signature]

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Suppl. of Engrossers		
Cancellation Clerk		
Vol.		Por.

EXTRA FEES PAID
 [Signature]
 12/11/66



No. M170066-71 HS 17 AM 10 26

R.P. 13A

FEES—
Lodgment
Endorsement

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

16.00.

+ WE, MARIO FERRARI of Blacktown, Company Director AND PACLA FERRARI, his wife AND FRANCO FERRARI of Blacktown, Company Director AND DAWN FERRARI, his wife

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE HUNDRED DOLLARS** (\$300.00) (the receipt whereof is hereby acknowledged) paid to us by

THE COMMISSIONER FOR MAIN ROADS

do hereby transfer to

^b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE COMMISSIONER FOR MAIN ROADS,
309 Castlereagh Street,
SYDNEY.
(herein called transferee)

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

^c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Prospect	Part	10695	17	being Lot 5 in Deposited Plan 238966

2/7 10695-17
L9418

And the transferee covenant(s) with the transferor^d

^d Strike out if unnecessary, as suitably adjust.

And the Transferors do hereby for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the Transferee (in the covenant called "the Commissioner") and (at the request of the Commissioner) with the Council of the Municipality of Blacktown a. so as to bind and burden the residue of the land in Certificate of Title Volume 10695 Folio 17 being Lot 1 in Deposited Plan 238966 (hereinafter called "the servient tenement") that notwithstanding the provisions of the Local Government Act, 1919 as amended -

(i) If any easements are to be created or any exceptions to be made or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

- (1) The servient tenement will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the dominant tenement or to or from any part of the road constructed or to be constructed over the dominant tenement without the prior consent in writing of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Council (which consent may at any time be revoked by the Commissioner or the said Council as the case may be in his or its absolute discretion).
- (2) No means of access or route to or from any part of the dominant tenement or to or from the road constructed or to be constructed over the dominant tenement will at any time hereafter (without such consent as aforesaid being first had and obtained which consent may be revoked as aforesaid) be constructed formed or laid out in over or upon the servient tenement or any part thereof and any means of access or route must be forthwith closed upon the Commissioner or the said Council (as the case may be) revoking his or its consent as aforesaid

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED -

- (a) that the restrictions arising under the foregoing covenants shall continue in force upon the dominant tenement or any part thereof being proclaimed to be a motorway in pursuance of the provisions of Part VAA of the Main Roads Act, 1924 as amended but in the event of the dominant tenement thereafter ceasing to be a motorway within the meaning of the said Part VAA then the restrictions arising under the foregoing covenants shall cease to have any force or effect.
- (b) that the Transferors shall at the request and cost of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Council execute and do all such further instruments assurances and things for further or more perfectly assuring unto the Commissioner or the said Council (as the case may require) the benefit of the foregoing covenants as by the Commissioner or the said Council (as the case may be) shall be reasonably required and any transfer of the whole or any part of the servient tenement will be made subject to the foregoing covenants.

ENCUMBRANCES, &c., REFERRED TO.

^e A very short note will suffice.

Covenant created by Transfer K763174.

K 1165-1 S: 417-1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page. Execution may be proved where the parties are resident: (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint. (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public. (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint. Strike out unnecessary words. Add any other matter necessary to show that the power is effective. To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 26th day of January 19 71.

Signed in my presence by the transferor MARIO FERRARI WHO IS PERSONALLY KNOWN TO ME Mario Ferrari Transferor.*

Signed in my presence by PAOLA FERRARI who is personally known to me Paola Ferrari

Signed in my presence by FRANCO FERRARI who is personally known to me Fr. Ferrari

Signed in my presence by DAWN FERRARI who is personally known to me Dawn Ferrari

Signed by GEOFFREY CLIFFORD SHELTON in my presence by the transferee Principal Legal Officer WHO IS PERSONALLY KNOWN TO ME Department of Main Roads in the presence of Russell C. Byrne G. Clif Sheldon Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY. (To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 ____ Signed in the presence of _____

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness. * N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Counsel, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Counsel (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation. K 1163-2 51 47-1

M170066

33

Lodged by 5/40.1362
 Dept. of Main Roads.
 Address Sydney.

No. _____

Phone No. _____

PARTIAL CHARGE OF MORTGAGE!
 (N.B.—Before execution read marginal note.)

1. WILLIAM GEORGE BURNS

mortgagee under Mortgage No. L9416

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Willow Tree this 23rd day of December 1970.

Signed in my presence by
WILLIAM GEORGE BURNS

who is personally known to me

James Leggett, P.

W. Burns
 Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1. *C/T prod.*
2. *Dep. Mtdge prod.*
3. _____
4. _____
5. _____
6. _____
7. _____

Received Does.

No. 122

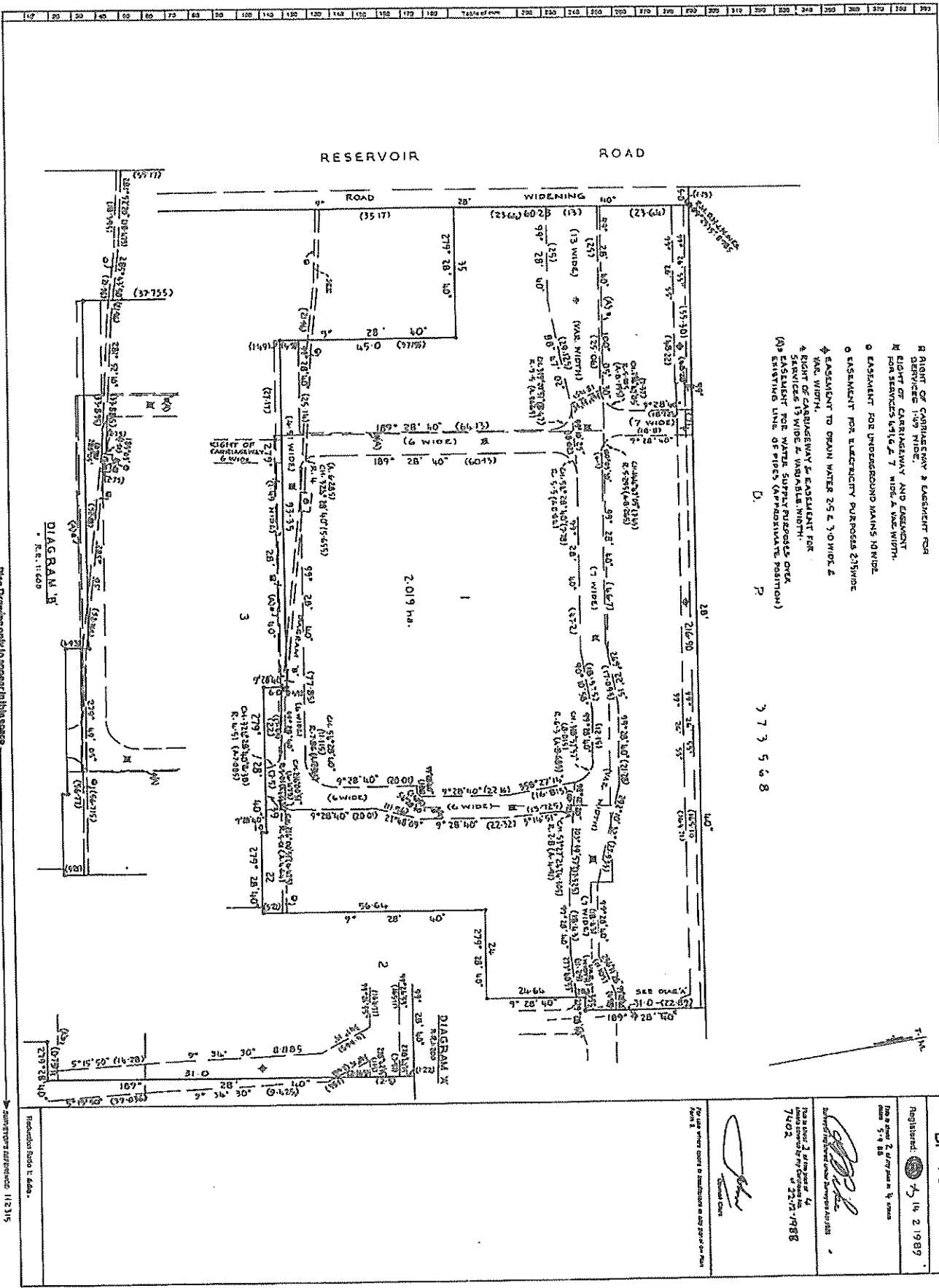
Receiving Clerk *[Signature]*

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>Consent to transfers</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book <i>26-4-1971</i>
Passed (in S.D.B.) by <i>[Signature]</i> 9-3-71	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol. _____	Fol. _____	



RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 100' WIDE.
 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 60' & 7' WIDE & 100' WIDE.
 EASEMENT FOR UNDERGROUND MAINS 10' WIDE.
 EASEMENT FOR UNDERGROUND MAINS 2' WIDE.
 VAL. WIDTH.
 RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 15' WIDE & 100' WIDE.
 EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)

9 7 3 5 6 8

DIAGRAM B
 R. No. 11400

Plan Drawing only to appear in this space

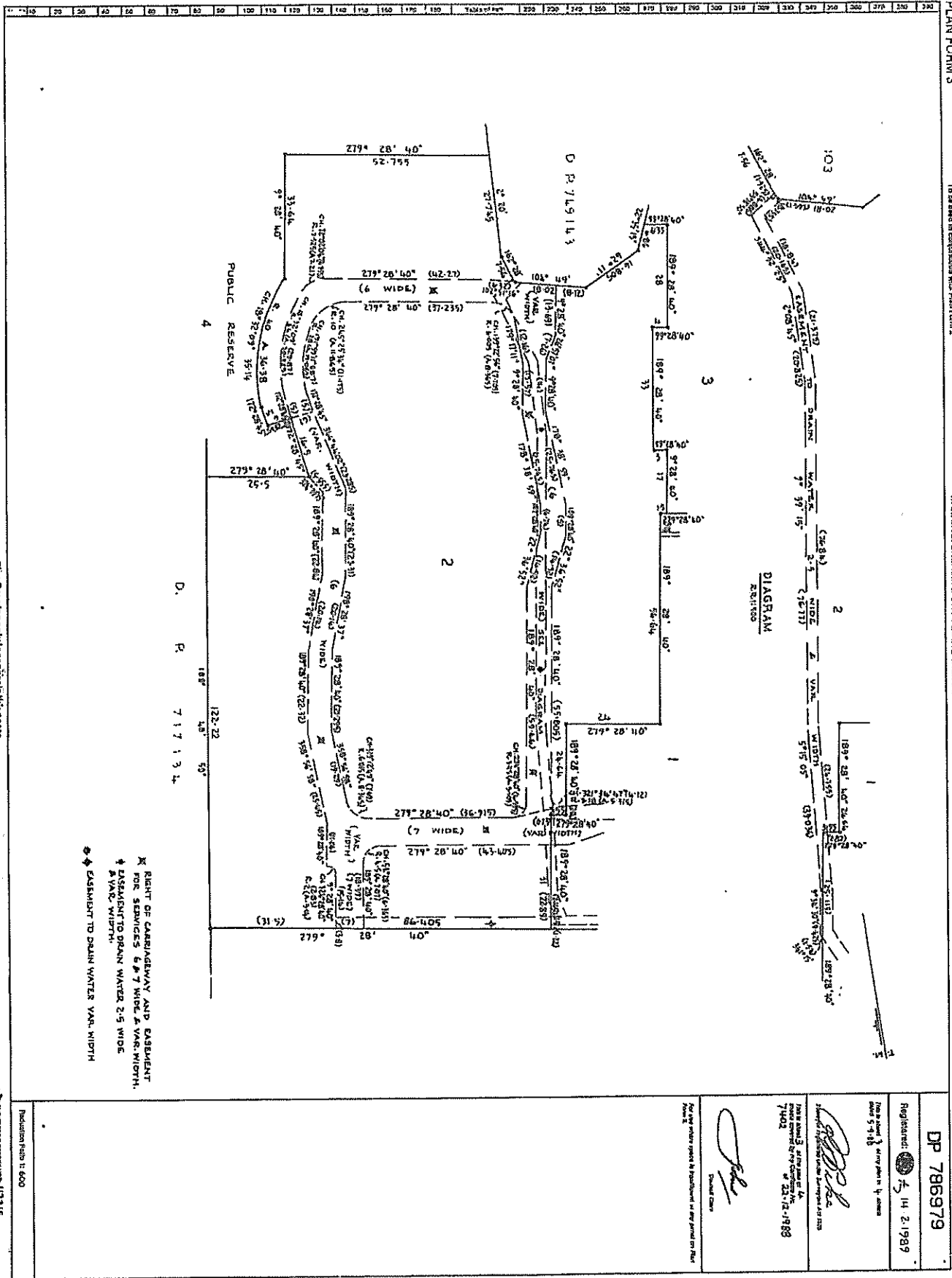
10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General this day 14th December 1988

Registrar-General
 Registrar-General
 Registrar-General



112315



10 20 30 40 50 60 70 80 90 100 110 120 130 140
 This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 11th February, 1997

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 11th February, 1997

RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6 FT WIDE. A VARI WIDTH EASEMENT TO DRAIN WATER 2-5 WIDE A VARI WIDTH EASEMENT TO DRAIN WATER VARI WIDTH

DP 786979

Registered: 14 2.1989

Form 2 dated 3rd April 1988

Form 2 dated 3rd April 1988
 Form 2 dated 3rd April 1988
 Form 2 dated 3rd April 1988

[Signature]
 Registrar General

Form 2 dated 3rd April 1988

Reduction Ratio 1:400

Scale 1:400

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED
PURSUANT TO SECTION 893 OF THE CONVEYANCING ACT, 1919

lengths are in metres

Sheet 7 of 7 Sheets

Plan: DP 786979

Subdivision of Certificate of Title
E.T. 104/78211 and Certificate of Title
Volume 5398 Folio 155 & Certificate of
Title Volume 4998 Folio 165 covered by
Mortgage Certificate No. 5A-87
108 of 12.12.88

The consent of the Metropolitan Water Sewerage and Drainage Board.

TERMS OF RESTRICTION AS TO USES INTENTIONALLY REFERRED TO IN THE ABOVE-MENTIONED
PLAN

Notwithstanding the Right of Carriageway secondly and seventhly referred to in the above-mentioned plan and the provisions of the local government Act, 1919 the lots hereby bordered shall not be used or partitioned to be used and means of vehicular access to the public roads hereinafter named, to be used and the Great Western Highway as shown upon the above-mentioned plan without the prior consent in writing of the Council of the City of Blacktown being first obtained nor otherwise than in strict compliance with such conditions as the said Council may impose.

None of Authority empowered to release, vary or modify Right of Carriageway secondly, fourthly, fourthly, fifthly, seventhly and eighthly referred to and Easement to Drain Water Sixthly and Seventhly referred to and restriction as to uses seventhly referred to in the above-mentioned plan.

The Council of the City of Blacktown

THE COMMON SEAL OF MERITON
APARTMENTS PTY. LIMITED was
hereunto affixed by authority
of the Board of Directors in
the presence of:

Secretary



Director General

Approved by the Council of the
City of Blacktown

REGISTERED 5 (u-2-1989)

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 14th September, 1989

110 220 330 440 550 660 770 Table of mm 110 120 130 140



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED
PURSUANT TO SECTION 88A OF THE CONVEYANCING ACT, 1919**

Lengths are in metres
Plan: DP 7066979

Sheet 5 of 7 Sheets
Subdivision of Certificates of Title
P.I. 104/729143 and Certificate of Title
Volume 6398 Folio 165 & Certificate of
Title Volume 6398 Folio 165 covered by
Council Clerk's Certificate No: SA-87-
109 of 22.12.88

authorised by him with any tools, implements, or machinery necessary for the purpose of carrying out the works hereinafter mentioned and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such equipment or that part thereof to such extent as may be necessary PROVIDED THAT the Grantee and the persons authorised by him will take the necessary precautions to ensure as little disturbance as possible to the surface of the land burdened and/or free access to the land benefited and will restore without delay that surface as nearly as practicable to its original condition.

TERMS OF EASEMENT FOR UNDERGROUND MAINS 1.0 METRE WIDE EXPLICITLY REFERRED TO IN THE ABOVE MENTIONED PLAN

FULL RIGHT LEASE LIBERTY AND LICENCE for the Prospect County Council (hereinafter referred to as "the Council") its agents, servants and workmen to lay down, erect, construct, place, repair, renew, improve, maintain, use and remove underground electricity transmission mains, wires, cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electrically to be laid and to be transmitted through and along the said transmission mains, wires, cables and for the purpose of the erection, construction and placement of the electricity transmission mains, wires, cables and ancillary works to enter into and upon the said easement or any part thereof of all reasonable sizes with staywires, workmen, vehicles, materials, machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials, machinery, implements and things AND the Registrar and Proprietor to be elected any building or other erection or any kind of description on or under the said easement or alter the surface level thereof or carry out or under the said easement affecting the surface, under surface or subsoil any works or construction permitted by the Council under the foregoing easement PROVIDED THAT nothing permitted by the Council under the foregoing easement shall be exercised in all the reasonable satisfaction of the Registrar of the Council for the time being and that restriction shall not be released, varied or modified without the consent of the said Council.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE EXPLICITLY REFERRED TO IN THE ABOVE MENTIONED PLAN

FULL RIGHT LEASE LIBERTY AND LICENCE for the Prospect County Council, (hereinafter referred to as "the Council") its agents, servants or workmen to lay down, erect, construct, place, repair, renew, improve, maintain and remove transformers, underground electric mains, wires, cables and other apparatus for the transmission of electric current and for purposes incidental thereto through or under the land hereby burdened AND ALSO free and uninterrupted passage of electrically and apparatus thereon appertaining through or under the said land and the said electric mains when constructed TOGETHER WITH power for the Council. Its servants, agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land and any part thereof for the purpose of laying, inspecting, cleaning, repairing, maintaining or removing such pipe line or any part thereof AND also all necessary excavations in the said land or any part thereof AND TOGETHER WITH full right lease liberty and licence to cut and stria roots and other growths and foliage which may grow in or on the said land PROVIDED THAT the Council may erect such or any other works on or over the said land without the consent of the Council of Blacktown

Approved by the Council of the City of Blacktown

REGISTERED 75 14.2.1989



HO 20 30 40 50 60 POTABLE of mm H10 H20 H30 H40

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED
PURSUANT TO SECTION 88A OF THE CONVEYANCING ACT, 1919**

Lengths are in metres
Plan: DP 7066979

Sheet 6 of 7 Sheets
Subdivision of Certificates of Title
P.I. 104/729143 and Certificate of Title
Volume 6398 Folio 165 & Certificate of
Title Volume 6398 Folio 165 covered by
Council Clerk's Certificate No: SA-87-
109 of 22.12.88

shall not knowingly permit or suffer any person other than its officers, servants, agents or workmen authorised or any of them to enter in or upon the said land AND SHOULD their consent where the Council in the course of exercising its powers hereunder remove damage breaks down or destroy any existing fence or fences on the said land the Council shall not be under any obligation in any way to erect place or maintain any fence or fence on the boundaries or any other part or parts of the said land AND the Registrar and Proprietor does hereby for itself and other the owner or owners from time to time of the land burdened covenant with the Council that it will not do or knowingly suffer to be done any act or thing which may injure or damage the free flow of electric current through, over, under or across the said land AND that if any such damage or injury be done or incurred by the free flow of electric current through, over, under or across the said land AND that the said Registered Proprietor of the lot hereby burdened will indemnify pay the cost to the Council of property and substantially repairing or making good all such injury or damage and restoring the free flow of electric current as aforesaid AND the Council doth hereby covenant with the Registrar and Proprietor its successors heirs and assigns that it will give horizontal and indemnify them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or wires, cables and other apparatus for the transmission of electric current or of the lights hereby created by the person or persons employed by or acting on behalf of the Council and that the Council will at its own cost and charge pay for all damages and expenses incurred by the Registrar and Proprietor of this covenant AND FURTHER in consequence of any breach or non observance of this covenant the Registrar and Proprietor doth hereby for itself and other the owner or owners from time to time of the said land and with the Council that it will not do or knowingly suffer to be done any act or thing which may injure or damage the free flow of electric current through, over, under or across the said land hereby burdened nor will it without the like consent erect or permit to be erected any structure on above or below the land hereby burdened.

TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES EXPLICITLY REFERRED TO IN THE ABOVE MENTIONED PLAN

FULL and free right for every person who is at any time entitled to an easement or interest in possession in the land herein indicated as the land benefited or any part thereof with which the right shall be capable of being held or every person authorised by him, from time to time and at all times by means of pipes to supply water in any quantities across and through the land herein indicated as the land burdened, together with the right the land herein indicated as the land benefited, together with the right the land benefited for the purpose of supplying water or any pipe or pipes in replacement or in substitution thereof and together with the right for the replacement and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the land burdened and to reach there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or removing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of any part burdened to such extent as may be necessary provided that the Grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Council of Blacktown

Approved by the Council of the City of Blacktown

REGISTERED 75 14.2.1989



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 14th February, 1989

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS AS TO USES REFERRED TO BE CREATED
 PURSUANT TO SECTION 98B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres
 Plan: DP 0766979
 Sheet 1 of 7 Sheets
 Subdivision of Certificate of Title P.I. 104/749143 and Certificate of Title Volume 6398 Folio 165 & Certificate of Title Volume 6398 Folio 166 covered by Council Clerk's Certificate No: SA-87-109 of 22.12.88

PART 1
 Macdon Apartments Pty. Limited
 267 Castlereagh Street, Sydney

1. Identity of easement firstly referred to in above-mentioned plan.
 Right of Carriageway and Easement for Services 4.51, 6 & 7 wide and variable width.

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 2, 3, 103 in DP 749143, A in DP 377628 (Vol. 6517 Folio 100), 168 in DP 373568 (Vol. 6578 Folio 138)

2. Identity of easement secondly referred to in above-mentioned plan.
 Right of Carriageway and Easement for Services 13 wide and variable width.

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 2, 3, 103 in DP749143, A in DP 377628 (Vol. 6517 Folio 100), 168 in DP 373568 (Vol. 6578 Folio 138)

3. Identity of easement thirdly referred to in above-mentioned plan.
 Right of Carriageway and Easement for Services 1.49 wide.

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 1

4. Identity of easement fourthly referred to in above-mentioned plan.
 Right of Carriageway and Easement for Services 6 & 7 wide and variable width.

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 1, 2, 103 in DP749143, A in DP 377628 (Volume 6578 Folio 138), 168 in DP 373568 (Volume 6578 Folio 138)

5. Identity of easement fifthly referred to in above-mentioned plan.
 Right of Carriageway 6 wide.
 Approved by the Council of the City of Blacktown

REGISTERED 14.2.1989

P. de Silva

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS AS TO USES REFERRED TO BE CREATED
 PURSUANT TO SECTION 98B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres
 Plan: DP 0766979
 Sheet 2 of 7 Sheets
 Subdivision of Certificate of Title P.I. 104/749143 and Certificate of Title Volume 6398 Folio 165 & Certificate of Title Volume 6398 Folio 166 covered by Council Clerk's Certificate No: SA-87-109 of 22.12.88

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 A in DP 377628 Volume 6517 Folio 101

5. Identity of easement sixthly referred to in above-mentioned plan.
 Easement to Drain Water 3 and 2.5 wide

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 2, 103 in DP749143

7. Identity of easement seventhly referred to in above-mentioned plan.
 Easement to Drain Water 2.5 wide and variable width.

SCHEDULE OF LOTS AFFECTED
 Lots Benefited
 103 in DP749143.

8. Identity of easement eighthly referred to in above-mentioned plan.
 Easement for Underground Mains 1 wide.

SCHEDULE OF LOTS AFFECTED
 Name of Authority Benefited
 Prospect County Council
 Prospect County Council

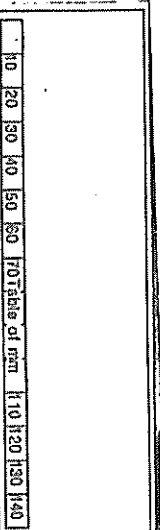
9. Identity of easement ninthly referred to in above-mentioned plan.
 Easement for Electricity Purposes 2.72 wide.

SCHEDULE OF LOTS AFFECTED
 Name of Authority Benefited
 Prospect County Council
 Easement for Water Supply purposes over existing line of pipes (appropriate position).

10. Identity of easement tenthly referred to in above-mentioned plan.
 Approved by the Council of the City of Blacktown

REGISTERED 14.2.1989

P. de Silva



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 14th February, 1989





D643456

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS ON USE INTENDED TO BE CREATED
PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Plans are in entries Sheet 3 of 3 Sheets
Plan of Easement of Lot 3,
DP786979

Name and Address of
Proprietor of the Land Merton Apartments Pty. Limited
Level 5, 267 Castlereagh Street, Sydney
PART II (Contd.)

TERMS OF RESTRICTION ON USE INTENDED TO BE THE ASSUMED PLAN:
No building or other structure shall be erected, constructed or placed on
the land shown as Easement for Sewerage Purpose over existing line of
pipes without the prior consent in writing of the Water Board (hereinafter
obtained nor otherwise than in strict compliance with such conditions as the
said Board may impose and this restriction shall not be released varied or
modified without the consent of the said Board.

THE COMMON SEAL OF MERTON
APARTMENTS PTY. LIMITED WAS
HEREBY AFFIXED BY AUTHORITY
of the Board of Directors in
the presence of:

Secretary *[Signature]*

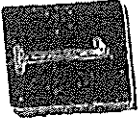
Director *[Signature]*



REGISTERED DT 8-6-1990

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NO 20 30 40 50 60 70 Table of time 110 120 130 140



SECRETARY

DIRECTOR

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS ON USE INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres
 Sheet 1 of 3 sheets
 Plan: DP643456
 DP786979
 Plan of Easement of Lot 3,
 Meriton Apartments Pty. Limited
 Level 5, 267 Castlereagh Street, Sydney

PART 1

1. Identity of easement
 firstly referred to in the
 above-mentioned plan.

Easement for Water supply purposes over
 existing line of pipes (approx.
 position)

SCHEDULE OF LOTS AFFECTED

Lot Burdened
 3 DP786979

Lot Benefited
 103 DP749143

2. Identity of easement
 secondly referred to
 in above-mentioned plan.

Easement for Sewerage purposes over
 existing line of pipes (approx.
 position)

SCHEDULE OF LOTS AFFECTED

Lot Burdened
 3 DP786979

Lot Benefited
 103 DP749143

3. Identity of easement
 thirdly referred to
 in above-mentioned plan.

Restriction on use

SCHEDULE OF LOTS AFFECTED

Lot Burdened
 3 DP786979

Lot Benefited
 103 DP749143

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS ON USE INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres
 Sheet 2 of 3 sheets
 Plan: DP643456
 DP786979
 Plan of Easement of Lot 3,
 Meriton Apartments Pty. Limited
 Level 5, 267 Castlereagh Street, Sydney

PART II

**TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES
 (APPROX. POSITION) FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the land benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to supply water in any quantities across and through the land herein indicated as the land burdened, together with the right to use, for the purposes of easement, any line of pipes already laid within the land burdened for the purpose of supplying water or any pipe or pipes in replacement or in substitution thereof and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the land burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the land burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Water Board.

TERMS OF EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES (APPROX. POSITION) SECONDLY REFERRED TO IN THE ABOVE-MENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the land benefited, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution thereof and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purposes of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil in the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Water Board.



SECRETARY

DIRECTOR

REGISTERED 8.6.1990

REGISTERED 8.6.1990

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS
 INTENDED TO BE OBTAINED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT 1919.**

Lengths are in Metres. Sheet 1 of 3 Sheets

Plan: **DP 814986**
 Name and address of Proprietor of the Land:
 Herford Apartments Pty Limited
 267 Castlereagh Street,
 Sydney, 2000.

PART 1.

1. Identity of Easement firstly referred to in above-mentioned plan:
 Right of Carriageway 3 and 7 m/10.

SCHEDULE OF LOTS, ETC AFFECTED.

Lot Burdened: 101
 Lots or Authority Beneficial:
 100
 Common Property in SP34666
 Lot A in DP 377622
 Common Property in SP25318
 Common Property in SP26458
 Lot 103 in DP 749143
 The Council of the City of Blacktown.

2. Identity of Easement secondly referred to in above-mentioned plan:
 Right of Carriageway 7 m/10.

SCHEDULE OF LOTS, ETC AFFECTED.

Lot Burdened: 101
 Lots or Authority Beneficial:
 102
 Common Property in SP34666
 Common Property in SP25318
 Lot 103 in DP 749143
 Common Property in SP34666
 Lot A in DP 377622
 The Council of the City of Blacktown.
 Right of Footway 1.5 m/10 and Variable Width.

APPROVED BY THE COUNCIL OF THE CITY OF BLACKTOWN

[Signatures]

REGISTERED 9-1-1992

110 120 130 140 150 160 170 Table of min 110 120 130 140

DP 814986

**INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS
 INTENDED TO BE OBTAINED PURSUANT TO SECTION 88B
 OF THE CONVEYANCING ACT 1919.**

Lengths are in Metres. Sheet 2 of 3 Sheets.

Lot Burdened: 101
 Lot Beneficial: Lot 3 in DP 271134.

4. Identity of Restriction firstly referred to in above-mentioned plan:
 Restriction on Use of Land

SCHEDULE OF LOTS, ETC AFFECTED.

Lot Burdened: 101
 Authority Beneficial:
 The Council of the City of Blacktown.

5. Identity of easement firstly referred to in above-mentioned plan:
 Easement for Underground mains 1.2 m/10.

SCHEDULE OF LOTS, ETC AFFECTED.

Lot Burdened: 100
 Name of Authority Beneficial:
 Prospect County Council.

6. Identity of easement secondly referred to in above-mentioned plan:
 Easement for Electricity Purses 2.75 m/10.

SCHEDULE OF LOTS, ETC AFFECTED.

Lot Burdened: 101
 Name of Authority Beneficial:
 Prospect County Council.

PART 2.

1. TERMS OF RESTRICTION IN USE OF LAND REFERRED TO IN ABOVE-MENTIONED PLAN:
 The lot hereby burdened shall not be used or permitted to be used as a means of vehicular access to the public road known as Reservoir Road as shown upon the above-mentioned plan without the prior consent in writing of the Council of the City of Blacktown being first obtained nor otherwise than in strict compliance with such conditions as the said Council may impose.

2. TERMS OF EASEMENT FOR UNDERGROUND MAINS 1.2 METRE WIDE REFERRED TO IN ABOVE-MENTIONED PLAN:

HOVI Right Lease Liberty and Licence for the Prospect County Council (hereinafter referred to as 'the Council') its agents, servants and workmen to lay down, erect, construct, place, repair, renew, inspect, maintain, use and remove underground electricity transmission mains, wires, cables and switching gear for the transmission of electricity and for purposes incidental thereto under and along the said easement and to cause or permit electricity to flow and to be transmitted through and along the said transmission mains, wires, cables and for the purposes of the erection, construction and placement of the electricity transmission masts, poles and cables and auxiliary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery, implements and things and the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, understructure or subsoil thereof without the Council's permission in writing being first had and obtained provided that anything permitted by the Council under the foregoing covenant shall be executed in all the reasonable satisfaction of the Engineer of the Council for the time being and this restriction shall not be released, varied or modified without the consent of the said Council.

APPROVED BY THE COUNCIL OF THE CITY OF BLACKTOWN

[Signatures]

REGISTERED 9-1-1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 16th January 1992





Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

AP183590W

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/SP38518	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500
	1W	Reference: 3569
		CODE CH

- (C) The Owners-Strata Plan No. 38518 certify that a special resolution was passed on 26/3/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Laws 13, 14 and 15
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 38518 was affixed on 8th of April 2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Handwritten Signature]

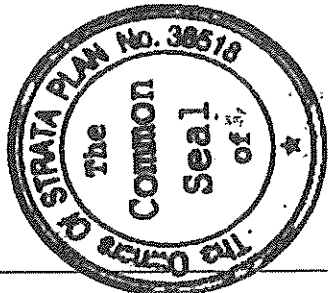
Name: Anthony Votano

Authority: STRATA MANAGING AGENT

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702

ANNEXURE "A"

Consolidated By-Laws - Strata Plan No. 38518

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own 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 sections 109 and 110 of the *Strata Schemes Management Act 2015*.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or

The Common Seal of the Owners - Strata Plan No. 38518
was affixed on the 8th day of April 2019 in the presence of

Signature:.....

Name: Anthony Votano
being the person authorised by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal.



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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

An owner or occupier of a lot:

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

16 Keeping of animals

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

17 Appearance of lot

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

18 Notice board

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

19 Change in use of lot to be notified

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

SPECIAL BY-LAW 1

All Proprietors and occupiers shall ensure that the garage doors are kept closed and secured at all times except when vehicles are ingressing or egressing the garage. No garage door shall be left open when the proprietor or occupier is absent from the scheme.

SPECIAL BY-LAW 2

The Proprietor for the time being of each lot shall be entitled to the exclusive use and enjoyment of a section of the roof and the roof void for the purpose of constructing and maintaining a skylight/skydome/skyway therein, subject to: -

- a) The skylight/skydome/skyway being installed in a workmanlike manner by a licensed tradesman at the expense of the Proprietor of the said Lot.
- b) Any damage occasioned to the common property, another lot or any personal property during the said construction being made good by the Proprietor of the said Lot.

- c) The skylight/skydome/skyway being maintained in good and serviceable repair by the Proprietor for the time being.
- d) Any damage occasioned to the common property, another lot or any personal property by the failure of the Proprietor or his successors to maintain the skylight/skydome/skyway in a good and serviceable condition being made good by the Proprietor for the time being.
- e) The Proprietor for the time being shall indemnify and keep indemnified the Body Corporate abainst :
 - (1) All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Body Corporate and arising directly or indirectly out of the use of the skylight/skydome/skyway.
 - (2) Where the Proprietor for the time being fails or neglects to carry out any work or discharge any duty referred to herein, the Body Corporate may carry out such work or perform such duty, and may, by its servants or contractors, enter upon any part of the parcel for this purpose at any reasonable time or on notice given to the occupier of that part of the parcel, and may recover the cost of doing such work or performing such duty as a debt from the Proprietor.

SPECIAL BY-LAW 3

The Proprietor for the time being of Lot 56B shall be entitled to the exclusive use and enjoyment of a Tilt-a-matic garage door, subject to: -

- a) The Tilt-a-matic door being installed in a workmanlike manner by a licensed tradesman at the expense of the Proprietor or the said Lot.
- b) Any damage occasioned to the common property, another lot or any personal property during the said construction being made good by the Proprietor of the said Lot.
- c) The Tilt-a-matic door being maintained in good and serviceable repair by the Proprietor for the time being.
- d) Any damage occasioned to the common property, another Lot or any personal property by the failure of the Proprietor or his successors to maintain the Tilt-a-matic door in a good and serviceable condition being made good by the Proprietor for the time being.

e) The Proprietor for the time being shall indemnify and keep indemnified the Body Corporate against :

- (1) All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Body Corporate and arising directly or indirectly out of the use of the Tilt-a-matic door.
- (2) Where the Proprietor for the time being fails or neglects to carry out any work or discharge any duty referred to herein, the Body Corporate may carry out such work or perform such duty, and may, by its servants or contractors, enter upon any part of the parcel for this purpose at any reasonable time or on notice given to the occupier of that part of the parcel, and may recover the cost of doing such work or performing such duty as a debt from the Proprietor.

SPECIAL BY-LAW 4

An owner or occupier of a lot must not park or stand any motor or other vehicle in excess of 2 tons tare weight on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle in excess of 2 tons tare weight on common property for a period in excess of four hours except with the written approval of the Owners Corporation.

SPECIAL BY-LAW 5

The Owner for the time being of each lot shall be entitled to the exclusive use and enjoyment of a section of the roof for the purpose of installing and maintaining a satellite dish, subject to:

- a) The satellite dish not being more than 500mm in diameter and to be located as far as practicable on the back roof section of the lot concerned.
- b) The satellite dish being installed in a workmanlike manner by a licensed tradesman at the expense of the Owner of each lot.
- c) Any damage occasioned to the common property, another lot or any personal property during the said installation being made good by the Owner of each lot.
- d) The satellite dish being maintained in good and serviceable repair by the Owner for the time being.
- e) Any damage occasioned to the common property by the failure of the Owner or his successors to maintain the satellite dish in a good and serviceable condition being made good by the Owner for the time being.
- f) The Owners shall indemnify and keep indemnified the Owners Corporation against:
 - i) Any sum payable by the Owners Corporation by way of increased insurance premiums as a direct result of the use of the relevant areas of common property.

- ii) 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 relevant areas of common property.
- iii) All costs, including legal costs, of or about the making of this by-law.
- iv) Any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to section 63(3) of the Strata Schemes Management Act 1996 in respect of the use and maintenance of the common property the subject of this by-law.

SPECIAL BY-LAW 6

The Owners Corporation has the following powers and authorities in addition to those conferred on it by the Strata Schemes Management Act 1996, or other Act:-

- i.) The power to remove and to dispose of the gym equipment within the common property and to close the gym;
- ii.) The power to restore the common property after removal of the gym equipment; and
- iii.) The power to apply the funds of the Owners Corporation to these purposes.

SPECIAL BY-LAW 7

“That each proprietor within the strata plan 38518 is granted exclusive use and enjoyment of the special privileges in respect of: cupboards, sinks, vanity units, wash basins, laundry tubs, toilet bowls and cisterns, lights and fittings, alarms, switches and power points, door locks, garage locks and garage doors and motors, letterbox locks, patio locks and window locks and or their working parts with or on internal or boundary walls, shower screens, showertrays, all non structural render cracking on internal or common walls as defined by the C.S.I.R.O, all ceilings and cornices be they gyprock, plaster or other materials, internal stair cases and railings, linen presses built in cupboards, internal doors, air condition ducting and air conditioning units, flyscreens, fixed floor coverings, internal plumbing and electrical installations within the individual lots or/and for their individual use, mirrors, stoves, water heaters, bath tubs and spas, window furnishings and their working parts. Each owner is responsible and liable for the maintenance, upkeep, repair, replacement and restoration of the aforesaid items as is necessary for safety control and good management as well as payment of any insurance excess applicable to above repairs. In an emergency situation the Owners Corporation is empowered to attend to any of the above repairs and enter costs as a debit against the lot owners accounts.”

“In regards to future repair of tiling, only tiles which were installed at the time of initial construction of the building will be maintained by the Owners Corporation. Only the tiles requiring replacement will be repaired or replaced by the owners corporation”.

SPECIAL BY-LAW 8

"That the owners corporation of Strata Plan 38518 be empowered to manage the baiting of vermin such as rats, mice etc both on common property and on individual lot owners property. This may involve from time to time, the initial supply, resupply and refilling of baiting stations. This exercise is to be carried out in order to provide maximum benefit to all owners and to attempt to keep vermin under control. The Owners Corporation in exercising this duty is empowered to enter all costs of supplying and resupplying baiting stations as a debit against the individual lot owners accounts. From time to time the owners corporation will request bait stations to be left on common property for re-filling. Any properties not leaving their bait station out will have a new station supplied and costs added to their levy account ".

SPECIAL BY-LAW 9

That all existing brick dividing walls at complex be replaced with colourbond fences of same height as and when required.

SPECIAL BY-LAW 10

"That in the case of non action or neglected maintenance by individual lot owners of trees growing in their rear courtyards, the owners corporation of Strata Plan 38518 be empowered to enter lot owners property and manage the trimming, removal and maintenance of these trees with all costs of maintaining the trees to be added against the individual lot owners account for reimbursement. This exercise is required in order to prevent future damage to building foundations, plumbing, rooves and structure of the lots and common property.

SPECIAL BY-LAW 11

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

A notice or document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

SPECIAL BY-LAW 12

That the Owners Corporation of Strata Plan 38518 be empowered to manage Child Window Safety Compliance at the complex and within individual lots. This may involve from time to time the installation, certification, testing, repair and replacement of window barriers, locks, restrictors, guard mounts, screens, grills, nets or any device which has been installed in compliance with the Strata Schemes Management Act & Regulations amendments applying to Child Window Safety Devices. This is to be carried out in order to achieve compliance with the legislation for the complex. The Owners Corporation in exercising the above duties is empowered to enter all costs of above works specific to an individual lot as a debit against the individual lot owners levy account.

SPECIAL BY-LAW 13

Cosmetic work

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"apartment"** means a lot in the strata scheme,
- (c) **"building"** means the building in the strata scheme in which your apartment is located,
- (d) **"common area"** means the common property in the strata scheme,
- (e) **"cosmetic work"** means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes,
 - (viii) installing or replacing internal blinds and curtains,
 - (ix) installing any locking or other safety device to improve safety within your apartment,
 - (x) installing any locking or other safety device for protection of your apartment against intruders,
 - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
 - (xii) installing any structure or device to prevent harm to children,but cannot include non-cosmetic work,
- (f) **"non-cosmetic work"** means:
 - (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,

- (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
- (v) work involving waterproofing or the plumbing or exhaust system of a building,
- (vi) work involving reconfiguring walls,
- (vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (g) "strata scheme" means the strata scheme to which this by-law applies, and
- (h) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

- 3.1 You may carry out cosmetic work without the approval of the owners corporation.
- 3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- (a) **Standard of Workmanship**
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Cosmetic Work**
make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Cosmetic Work**
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- (d) **Times for Cosmetic Work**
ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

- (e) **Appearance of Cosmetic Work**
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- (f) **Noise During Cosmetic Work**
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (g) **Transportation of Construction Equipment**
ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (h) **Debris**
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (i) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- (j) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (k) **Daily Cleaning**
clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,
- (l) **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,
- (m) **Costs of Cosmetic work**
pay all costs associated with the cosmetic work.

4.2 After Cosmetic Work

You must:

- (a) **Maintenance of Cosmetic Work**
properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,
- (b) **Repair Damage**
repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,
- (c) **Prevent Excessive Noise**
ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (d) **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,
- (e) **Comply with the Law**
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

- 5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- (a) It is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) In the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 14

Minor Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

- 2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) "Act" means the *Strata Schemes Management Act 2015*,
 - (b) "apartment" means a lot in the strata scheme,
 - (c) "building" means the building in the strata scheme in which your apartment is located,
 - (d) "common area" means the common property in the strata scheme,
 - (e) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

- (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a rainwater tank,
 - (xi) installing a clothesline,
 - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - (xiii) installing double or triple glazed windows,
 - (xiv) installing a heat pump or hot water service,
 - (xv) installing ceiling insulation,
 - (xvi) installing an aerial or antenna,
 - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
 - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,
- but cannot include non-minor renovations,

(f) "non-minor renovations" means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
- (iv) work involving waterproofing,
- (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

- (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
 - (g) "strata scheme" means the strata scheme to which this by-law applies, and
 - (h) "you" means an owner of an apartment and includes your successors in title.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
 - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
 - (c) words importing the singular number include the plural and vice versa,
 - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
 - (f) If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

- 3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the minor renovations,
 - (d) drawings, plans and specifications for the minor renovations,
 - (e) an estimate of the duration and times of the minor renovations,
 - (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- 3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

- (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
- (b) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy (if required by law), and
 - (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),
- (c) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
- (d) **Acoustic Consultant's Report**
if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,
- (e) **Dilapidation Report**
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,
- (f) **Bond**
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,
- (g) **Costs**
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

- (a) **Standard of Workmanship**
ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Minor Renovations**
make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (In the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Minor Renovations**
make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- (d) **Times for Minor Renovations**
ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- (e) **Times for Operation of Noisy Equipment**
make sure that percussive tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- (f) **Appearance of Minor Renovations**
ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- (g) **Noise During Minor Renovations**
ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (h) **Transportation of Construction Equipment**
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (i) **Debris**
ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (j) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- (k) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (l) **Daily Cleaning**
clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- (m) **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as

water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

- (n) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- (o) **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (p) **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- (q) **Variation to Minor Renovations**
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- (r) **Costs of Minor renovations**
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

- (a) **Notify the Owners Corporation**
promptly notify the owners corporation that the minor renovations have been completed,
- (b) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
- (c) **Restore the Common Areas**
restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
- (d) **Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
- (e) **Acoustic Consultant's Report**
if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

- (a) **Maintenance of Minor Renovations**
properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,
- (b) **Repair Damage**
repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,
- (c) **Prevent Excessive Noise**

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 15

Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**annexure**" means the annexure to this by-law,
- (d) "**building**" means the building in the strata scheme in which your apartment is located,
- (e) "**common area**" means the common property in the strata scheme,
- (f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

- (h) "minor renovations" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (i) "strata scheme" means the strata scheme to which this by-law applies, and
- (j) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

- 3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the major renovations,
 - (d) drawings, plans and specifications for the major renovations,
 - (e) an estimate of the duration and times of the major renovations,
 - (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

- 3.2.4* Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
- 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.6 The owners corporation may engage a consultant to assist it review your application.
- 3.2.7 The owners corporation may:
 - (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

- 4.1.1 Before commencing the major renovations, you must:
 - (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
 - (b) **Local Council Approval**
if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
 - (c) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy, and
 - (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),
 - (d) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,
 - (e) **Acoustic Consultant's Report**
if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,
 - (f) **Dilapidation Report**
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

- (g) **Bond**
If requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,
 - (h) **Costs**
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.
- 4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

- (a) **Standard of Workmanship**
ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Major Renovations**
make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Major Renovations**
make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- (d) **Times for Major Renovations**
ensure that the major renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- (e) **Times for Operation of Noisy Equipment**
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- (f) **Appearance of Major Renovations**
ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- (g) **Supervision of Major Renovations**
ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,
- (h) **Noise During Major Renovations**
ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (i) **Transportation of Construction Equipment**
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (j) **Debris**
ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (k) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,

- (l) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (m) **Building Integrity**
keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,
- (n) **Daily Cleaning**
clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,
- (o) **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (p) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,
- (q) **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (r) **Security**
ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,
- (s) **Variation to Major renovations**
not vary the major renovations without obtaining the prior written approval of the owners corporation,
- (t) **Costs of Major renovations**
pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

- (a) **Notify the Owners Corporation**
promptly notify the owners corporation that the major renovations have been completed,
- (b) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,
- (c) **Obtain Planning Certificates**
if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,
- (d) **Restore the Common Areas**
restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,
- (e) **Engineer's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

If the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

If the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

- 7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- 7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.2.

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Major Renovations By-Law**” means Special By-Law No. – Major Renovations as amended from time to time;



STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

SCHEDULE 3 – Model by-laws for residential strata schemes

(Clause 37)

Note : These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

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

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation--

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must--

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

The Common Seal of the Owners – Strata Plan No. 38518
was affixed on the 8th day of April 2019 in the presence of

Signature:.....

Name:Anthony Vatan o.....
being the person authorised by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal.



(b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

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

5 Keeping of animals

Note : Select option A or B. If no option is selected, option A will apply.

Option A

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

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must--
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier--

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note : Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

Option B

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except--

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

12 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law--

"washing" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste--bins for individual lots [applicable where individual lots have bins[#93]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must--

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law--

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

16 Disposal of waste--shared bins [applicable where bins are shared by lots[#93]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must--

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law--

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified--

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Sites (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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.



Revenue

Enquiry ID 3530297
Agent ID 81429403
Issue Date 16 Jul 2021
Correspondence ID 1730426408
Your reference 021289 MICALLEF

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S38518/39	Unit 39, 179 RESERVOIR RD BLACKTOWN 2148	\$119 632

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

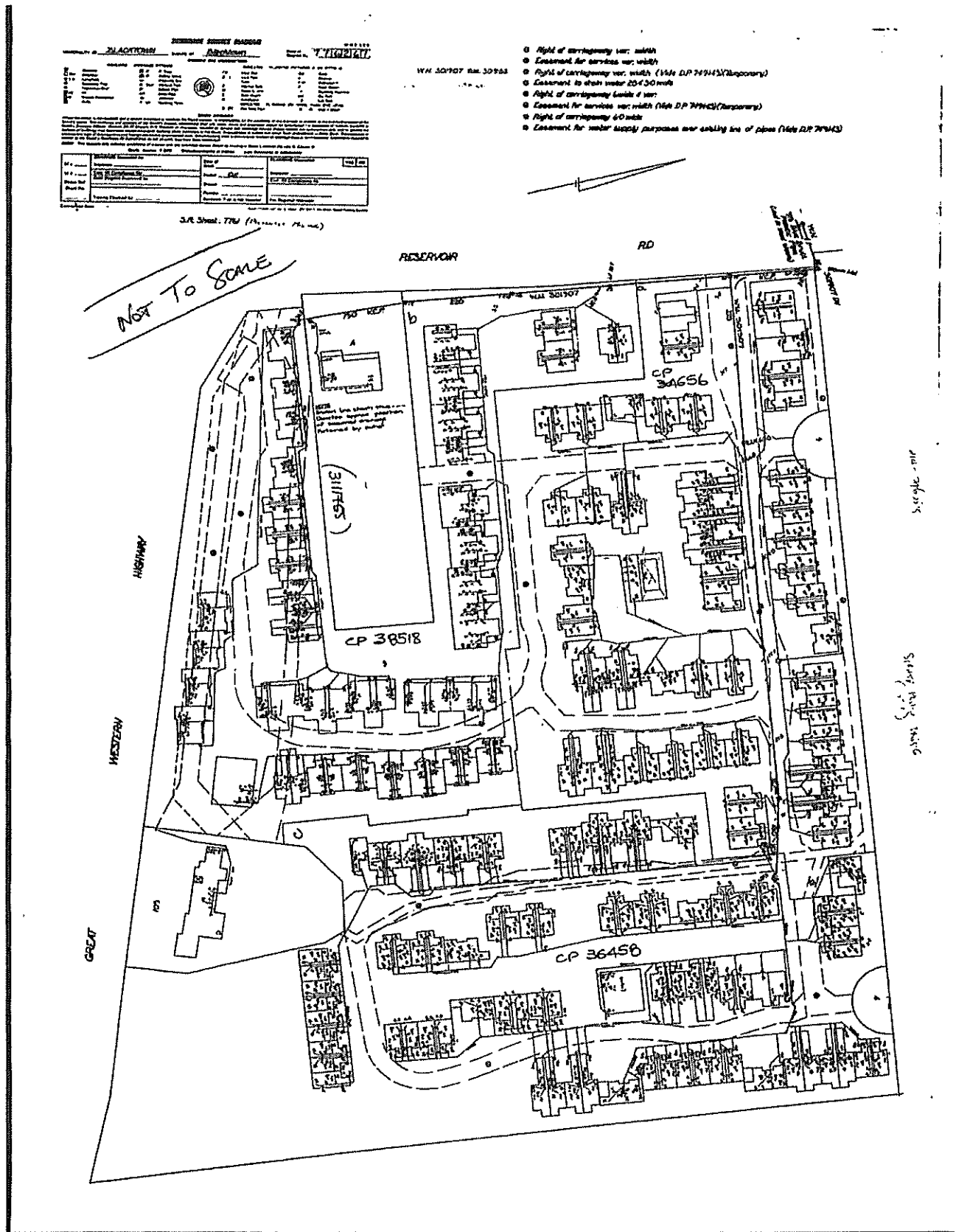
Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Sewer Service Diagram

Application Number: 8000900232



Document generated at 16-07-2021 04:29:18 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

Applicant Details

Your reference N/A

D A PATTERSON PARTNERS
73 DUNMORE STREET
WENTWORTHVILLE NSW 2145

Certificate Details

Certificate no.	PL2021/12537	Fee: \$53.00
Date issued	21 July 2021	Urgency fee: N/A
Receipt no.	D003314859	

Property information

Property ID	307992	Land ID	307992
Legal description	LOT 39 SP 38518		
Address	39/179 RESERVOIR ROAD BLACKTOWN NSW 2148		
County	CUMBERLAND	Parish	PROSPECT

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

Blacktown Local Environmental Plan 2015 applies to the subject land.

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For further information refer to <https://www.planningportal.nsw.gov.au/draftplans>

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 31 March to 9 May 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Building Business Back Better).
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 26 February and 28 April 2021 for the Design and Place SEPP.
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 29 July and 9 September 2020 for the proposed new Housing Diversity SEPP.
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities.
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 26 August to 2 November 2020 to recommend the creation of a new State Environmental Planning Policy for strategic conservation planning
- The NSW Department of Planning, Industry and Environment exhibited a Flood Prone Land Package from the 30 April to 25 June 2020
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP.

1.5 Development control plans

Blacktown Development Control Plan 2015 applies to the subject land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

Under *Blacktown Local Environmental Plan 2015*, the land is zoned:

Zone R2 Low Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

1 Objectives of zone

- *To provide for the housing needs of the community within a low density residential environment.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.*

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

4 Prohibited

Any development not specified in item 2 or 3

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been 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

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

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

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by Government authorities or Council. The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

8. Land reserved for acquisition

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 1 - 1980s Release Areas applies to the subject land.

9a. Biodiversity certified land

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders

19.1 Affected building notices

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP (Affordable Rental Housing) 2009

This policy aims to facilitate the increased supply and diversity of affordable rental and social housing in NSW and covers housing types including in-fill affordable housing, along with secondary dwellings (granny flats), boarding houses, group homes, social housing and supportive accommodation. Part 3 of the policy provides for the retention of existing affordable rental housing stock. Development applications to demolish, alter or add, change the use of, or strata subdivide existing low cost rental dwellings may require a contribution towards the provision of alternative affordable housing.

SEPP (Building Sustainability Index: BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

SEPP (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

SEPP (Sydney Region Growth Centres) 2006

This policy provides for the coordinated release of land for residential, employment and other urban development in the North West Growth Centre, the South West Growth Centre and the Wilton Growth Area. It provides development controls to enable the establishment of vibrant, sustainable and liveable neighbourhoods that provide for community well-being and high quality local amenity.

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

This policy assists the NSW Government, private infrastructure providers, local councils and the communities they support by simplifying the process for providing infrastructure like hospitals, roads, railways, emergency services, water supply and electricity delivery, while ensuring appropriate levels of environmental assessment and consultation are undertaken. Recent changes introduce new provisions for correctional services, emergency and police services facilities and bushfire hazard reduction, ports and roads infrastructure, including facilities for electric vehicles, and other operational and housekeeping improvements.

SEPP (Miscellaneous Consent Provisions) 2007

This policy contains provisions for the erection of temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm communication links.

SEPP (State Significant Precincts) 2005

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

This policy is also known as the Mining SEPP and governs the way that mining, petroleum production and extractive material resource proposals are assessed and developed in NSW.

SEPP No 1 - Development Standards

This policy provides flexibility in the application of development standards and allows Council to approve a development that does not comply with a development standard where it can be shown that the development standard is unreasonable or unnecessary.

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

This policy applies to development defined as 'potentially hazardous industry' or 'potentially offensive industry'. The policy ensures that in determining whether a development is a hazardous or offensive industry, any measures proposed to be employed to reduce the impact of the development are taken into account.

SEPP No 55 - Remediation of Land

This policy promotes the remediation of contaminated land for the purpose of reducing risk of harm to human health. The policy includes considerations that are relevant in rezoning land and in determining development applications where remediation of land is required.

SEPP No. 62 - Sustainable Aquaculture

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

This policy sets out planning controls for advertising and signage in NSW and requires signage to be compatible with the future character of an area, provide effective communication in suitable locations and be of high quality design and finish. The policy also bans advertisements on parked trailers on roads, road shoulders, footpaths and nature strips, excluding advertising associated with the primary use of the trailer.

SEPP No 65 - Design Quality of Residential Apartment Development

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat developments. A design review panel is not mandatory.

Sydney Regional Environmental Plan No 30 - St Marys

This plan provides the planning framework for the planning and development of land known as Australian Defence Industries (ADI) site at St Marys.

SEPP (Western Sydney Employment Area) 2009

This policy aims to protect and enhance land in the Western Sydney Employment Area for employment purposes and to promote economic development and the creations of employment opportunities in Western Sydney. The policy provides for a coordinated approach to the planning, development and rezoning of land within the Western Sydney Employment Area and includes controls to ensure that development occurs in a logical, environmentally sensitive and cost-effective manner.

SEPP (Western Sydney Parklands) 2009

This policy provides the framework to enable the Western Sydney Parklands Trust to develop the Western Parklands into a multi-use urban parkland to meet a range of community needs and interests, including those that promote health and well-being in the community for Western Sydney.

SEPP (Western Sydney Recreation Area)

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 996705

End of Certificate

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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



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



1300 139 816*



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

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

