

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 50318591	NSW Duty:
vendor's agent	Waters & Carpenter Auburn 112 South Parade AUBURN NSW 2144		Phone: 9649 0238 Fax: 02 9643 1400 Ref:
co-agent			
vendor	VINCENT KORKWEI ATTUQUAYEFIO and MARIA ATTUQUAYEFIO		
vendor's solicitor	Auburn Lawyers 1 115 Auburn Road Auburn NSW 2144		Phone: Fax: 02 8065 9243 Ref: 00521/18
date for completion	42 days after the contract date	(clause 15)	Email: mhasan@auburnlawyers.com.au
land	136/95 STATION RD AUBURN NSW 2144 (Address, plan details and title reference) LOT 56 IN STRATA PLAN 44285 56/SP44285		
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input 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

witness

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a *deposit-bond* (clause 3)

NO yes

proposed *electronic transaction* (clause 30)

no YES

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *RW payment*
(residential withholding payment)

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input 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 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input 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 type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Clisdells Strata

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *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 *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

136/95 STATION RD AUBURN NSW 2144

SPECIAL CONDITIONS

30. In Clause 7.1.1 the words " exceeds 5% of the price" are replaced by the words "exceeds \$ 1,000."
31. In clause 8.1 delete the words " reasonable grounds".
32. In clause 10.1.8 and 10.1.9 replace the word "substance" with the word "existence".
33. In clause 16.5 delete the words "plus another 20% of that fee".
34. Clause 16.8 is deleted
35. In clause I, the definition of "settlement cheque" is amended to delete the words "or; building society, credit union or other FCA institution as defined in the Cheques Act 1986";
36. Clause 23.13.14 is deleted and replaced with " Vendor authorizes the purchaser to obtain s184 Strata Scheme Certificates from the Owners Corporation". A copy of the certificates must be furnished to the vendor' representative on or before completion.
37. (a)The purchaser acknowledges and agrees that he purchases the subject property, all improvements erected thereon and furnishings and chattels, if any, in their present condition and state of repair with all defects (if any) latent or patent. The Purchaser shall not make any requisitions, objections, claims or claims for compensation or require the vendor to do anything whatsoever with regard to the condition, state of repair, infestation or decay of or in the subject property, or any improvements erected thereon or any furnishings and chattels included in this contract.
- (b) No Objection , requisition or claim for compensation or attempt to delay completion shall be made by purchaser should any water or sewerage main or any underground or surface storm water pipe or drain passes 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 or attempt to delay completion shall be made by purchaser on account of the vendor not being in possession of a survey report in regard to the property and the purchaser shall satisfy itself as to the position of any improvements to the property or the compliance or otherwise of any improvements on the property or the compliance or otherwise of any improvements on the property with the provisions of Local Government Act.
38. No objection, requisition or claim shall be made by the purchaser as to or arising out of the suitability of the property for any particular purpose or otherwise.
39. It is agreed that there are no conditions, warranties or other terms affecting this sale other than those in this contract. This contract is the whole contract between the vendor and purchaser. The Purchaser acknowledges that no representations have been made by the vendor or its agent to induce the purchaser to enter this contract.

46. In the event that, on exchange of this contract, less than ten per centum (10%) of the purchase price is paid as a deposit the Purchaser acknowledges that in the event that the Vendor is entitled to forfeit the deposit paid herein, the Vendor shall in addition, be entitled to recover from the Purchaser a sum equal to the difference between the deposit herein paid and the ten per centum (10%) of the purchase price. This provision is in addition to and not in substitution for any other rights of the vendor under this contract. This clause shall not merge on completion.

47. In the circumstances where this contract is exchanged with cooling off period then notwithstanding that a deposit of 10% is payable under this contract, the Vendor will accept a deposit of 0.25% of the purchase price on the date of this contract. The balance of the 10% deposit is payable before the fifth business day after this contract. In this clause time is essential.

48. (a) if the vendor does not have a building certificate or survey report and the purchaser is not entitled to require the vendor to apply for or to do anything to obtain a building certificate or survey report or to comply with the local council's requirements for the issue of a building certificate or survey report.

(c) Completion of the contract is not conditional on the vendor or the purchaser obtaining a building certificate or survey report.

49. If the purchaser fails to attend settlement or otherwise cancel the settlement (through no fault of the vendor) and particularly after appropriate arrangements have been made with all concerned parties, the purchaser allows on settlement to the vendor an amount of \$110 for each time a failure occurs.

50. In the event that purchaser fails to deliver the transfer to the vendor solicitor in accordance with the clause 4, the purchaser agrees to pay to the vendor the sum of \$110.00 towards the cost of arranging for the execution of transfer at short notice.

51 For purpose of clause 5, the vendor is required to answer the requisitions to the Law Society 2007 Residential Property Requisitions on title.



FOLIO: 56/SP44285

SEARCH DATE	TIME	EDITION NO	DATE
10/9/2018	9:37 AM	5	2/9/2018

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

LAND

LOT 56 IN STRATA PLAN 44285
AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

VINCENT KORKWEI ATTUQUAYEFIO
MARIA ATTUQUAYEFIO
AS JOINT TENANTS (T 8178834)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP44285
- 2 AG857352 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP44285

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2018	4:31 PM	6	16/8/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 44285
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP44285

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 44285
ADDRESS FOR SERVICE OF DOCUMENTS:
95 STATION ROAD
AUBURN 2144

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 P68994 LEASE TO SYDNEY COUNTY COUNCIL OF PART BEING SUBSTATION PREMISES NO.3990 AS SHOWN IN THE TITLE DIAGRAM TOGETHER WITH RIGHTS
- * AK971351 LEASE OF LEASE P68994 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii).
- * AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
- * AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
- * AK971571 CHANGE OF NAME AFFECTING LEASE P68994 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 4 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP831724

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- 5 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 6 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP44285
- 7 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA STRATA TITLES ACT 1973
- 8 I871866 CHANGE OF BY-LAWS
- 9 O920752 CHANGE OF BY-LAWS
- 10 3181817 CHANGE OF BY-LAWS
- 11 3219586 CHANGE OF BY-LAWS
- 12 AI820556 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 8938)

STRATA PLAN 44285

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 67	2	- 67	3	- 67	4	- 67
5	- 67	6	- 67	7	- 78	8	- 78
9	- 78	10	- 78	11	- 78	12	- 78
13	- 79	14	- 79	15	- 79	16	- 83
17	- 77	18	- 77	19	- 77	20	- 77
21	- 77	22	- 77	23	- 153	24	- 70
25	- 70	26	- 70	27	- 70	28	- 73
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113	- 74	114	- 74	115	- 76	116	- 77
117	- 79	118	- 79				

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP44285

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

00519/18

PRINTED ON 7/9/2018

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

STRATA PLAN 44285

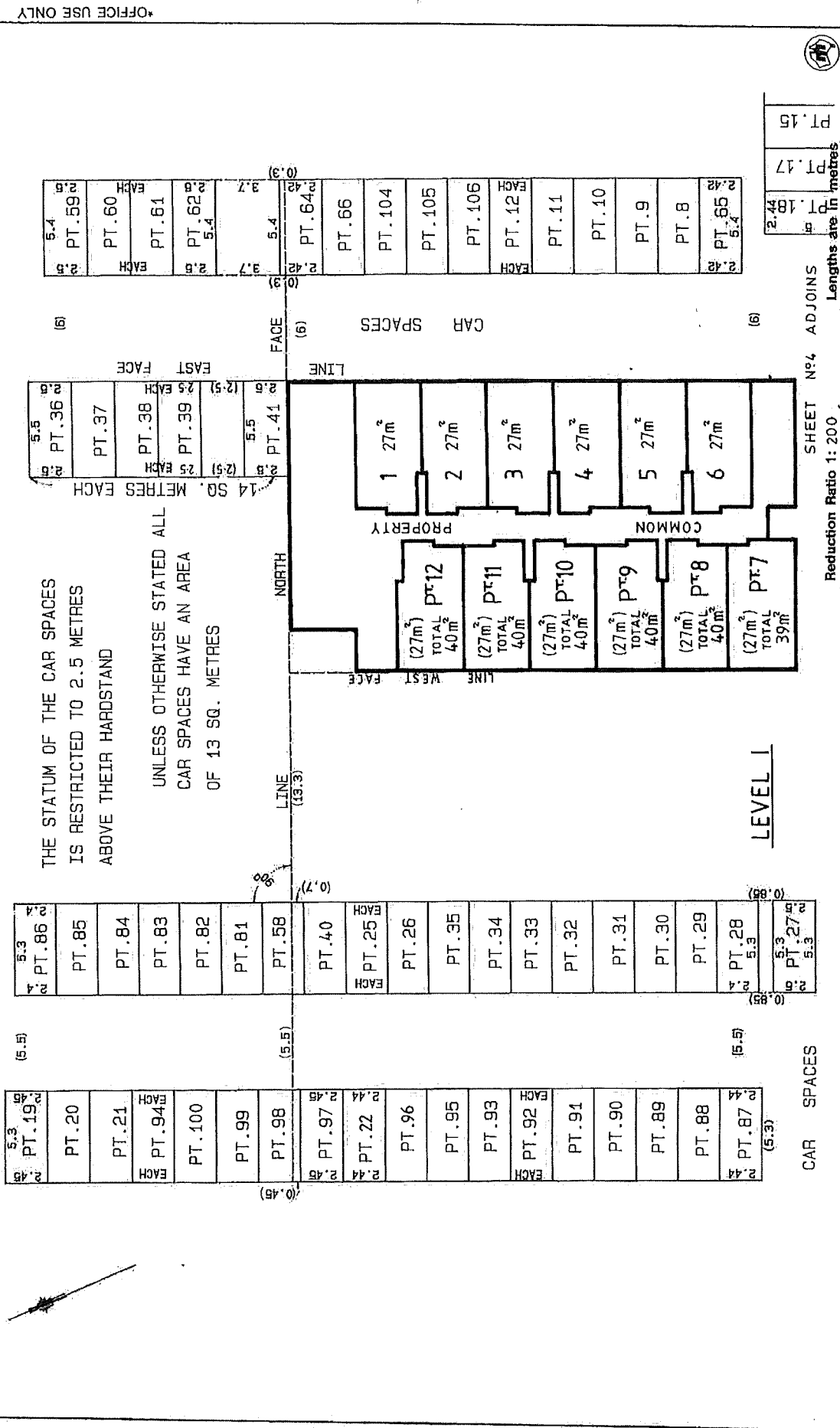
LOCATION PLAN

PARRAMATTA ROAD

LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT
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7	68 EACH	17	69
8	69 EACH	18	70
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326	387 EACH	336	388
327	388 EACH	337	389
328	389 EACH	338	390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 44285



5.3	PT. 19	2.45
	PT. 20	
	PT. 21	
	PT. 94	EACH
	PT. 100	
	PT. 99	
	PT. 98	
	PT. 97	2.45
	PT. 22	2.44
	PT. 96	
	PT. 95	
	PT. 93	
	PT. 92	EACH
	PT. 91	
	PT. 90	
	PT. 89	
	PT. 88	
	PT. 87	2.44
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5.3	PT. 28	2.44
5.3	PT. 29	2.44
5.3	PT. 30	2.44
5.3	PT. 31	2.44
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5.3	PT. 86	2.44

5.3	PT. 86	2.44
	PT. 85	
	PT. 84	
	PT. 83	
	PT. 82	
	PT. 81	
	PT. 58	
	PT. 40	
	PT. 25	EACH
	PT. 26	
	PT. 35	
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	PT. 31	
	PT. 30	
	PT. 29	
	PT. 28	2.44
5.3	PT. 27	2.44
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5.3	PT. 29	2.44
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5.3	PT. 32	2.44
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5.3	PT. 35	2.44
5.3	PT. 36	2.44
5.3	PT. 86	2.44

5.5	PT. 36	2.45
	PT. 37	
	PT. 38	
	PT. 39	2.45
	PT. 40	2.45
	PT. 41	2.45
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5.5	PT. 66	2.45

5.4	PT. 59	2.45
	PT. 60	
	PT. 61	
	PT. 62	2.45
	PT. 63	2.45
	PT. 64	2.45
	PT. 65	2.45
	PT. 66	2.45
	PT. 104	
	PT. 105	
	PT. 106	
	PT. 12	EACH
	PT. 11	
	PT. 10	
	PT. 9	
	PT. 8	
	PT. 65	2.45
5.4	PT. 66	2.45

THE STATUS OF THE CAR SPACES IS RESTRICTED TO 2.5 METRES ABOVE THEIR HARDSTAND UNLESS OTHERWISE STATED ALL CAR SPACES HAVE AN AREA OF 13 SQ. METRES



SHEET NO. 3 ADJOINS
Reduction Ratio 1: 200
Lengths are in metres

Registered Surveyor
SAFETY Stamp Clerk

STRATA PLAN 44285

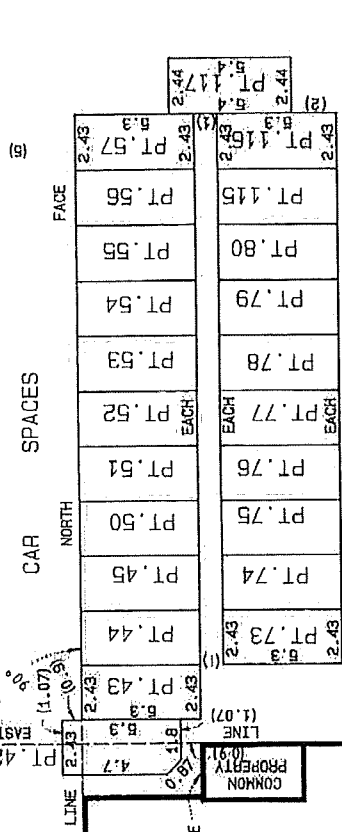
SHEET N°3 ADJOINS

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PT. 65	5.4
	2.44

(6)

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PT. 16	2.44
PT. 15	2.44
PT. 14	2.44
PT. 13	2.44
PT. 12	2.44
PT. 11	2.44
PT. 10	2.44
PT. 9	2.44
PT. 8	2.44
PT. 7	2.44
PT. 6	2.44
PT. 5	2.44
PT. 4	2.44
PT. 3	2.44
PT. 2	2.44
PT. 1	2.44

12 SQ. METRES EACH



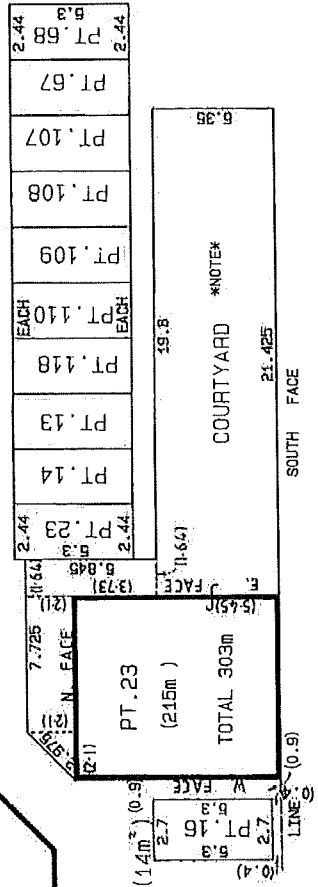
PT. LOT 201 DP

COMMON PROPERTY

THE STRATUM OF THE CAR SPACES IS RESTRICTED TO 2.5 METRES ABOVE THEIR RESPECTIVE HARDSTAND

NOTE THE STRATUM OF THE COURTYARD IS RESTRICTED TO 1 METRE BELOW AND 6 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT

UNLESS OTHERWISE INDICATED ALL CAR SPACES HAVE AN AREA OF 13 SQ. METRES



LEVEL I

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Security Council Clerk

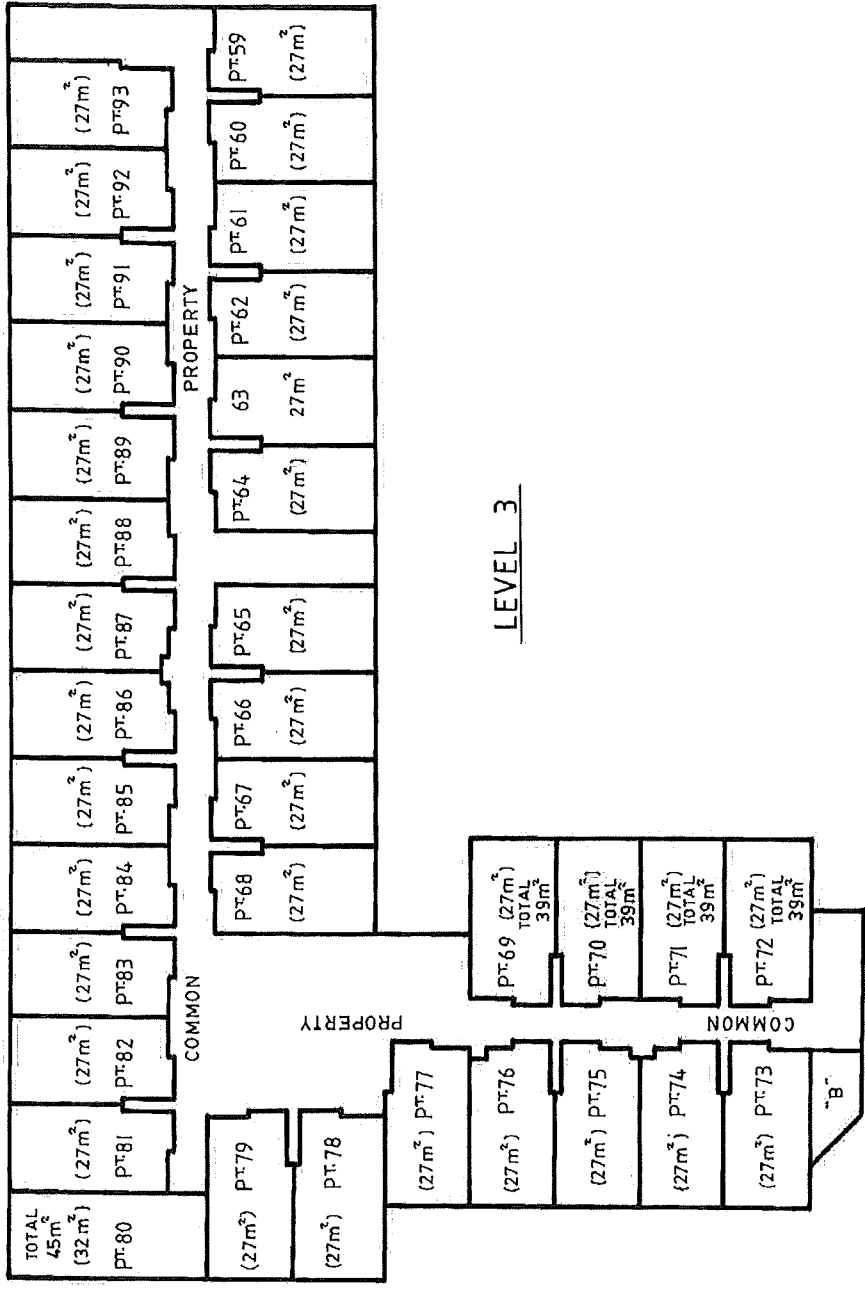
SURVEYORS REFERENCE: 3-892-1

STRATA PLAN 44285

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NOTE: TOTAL AREA OF LOTS 40m² UNLESS OTHERWISE SHOWN.

*OFFICE USE ONLY



Reduction Ratio 1:200

Lengths are in metres

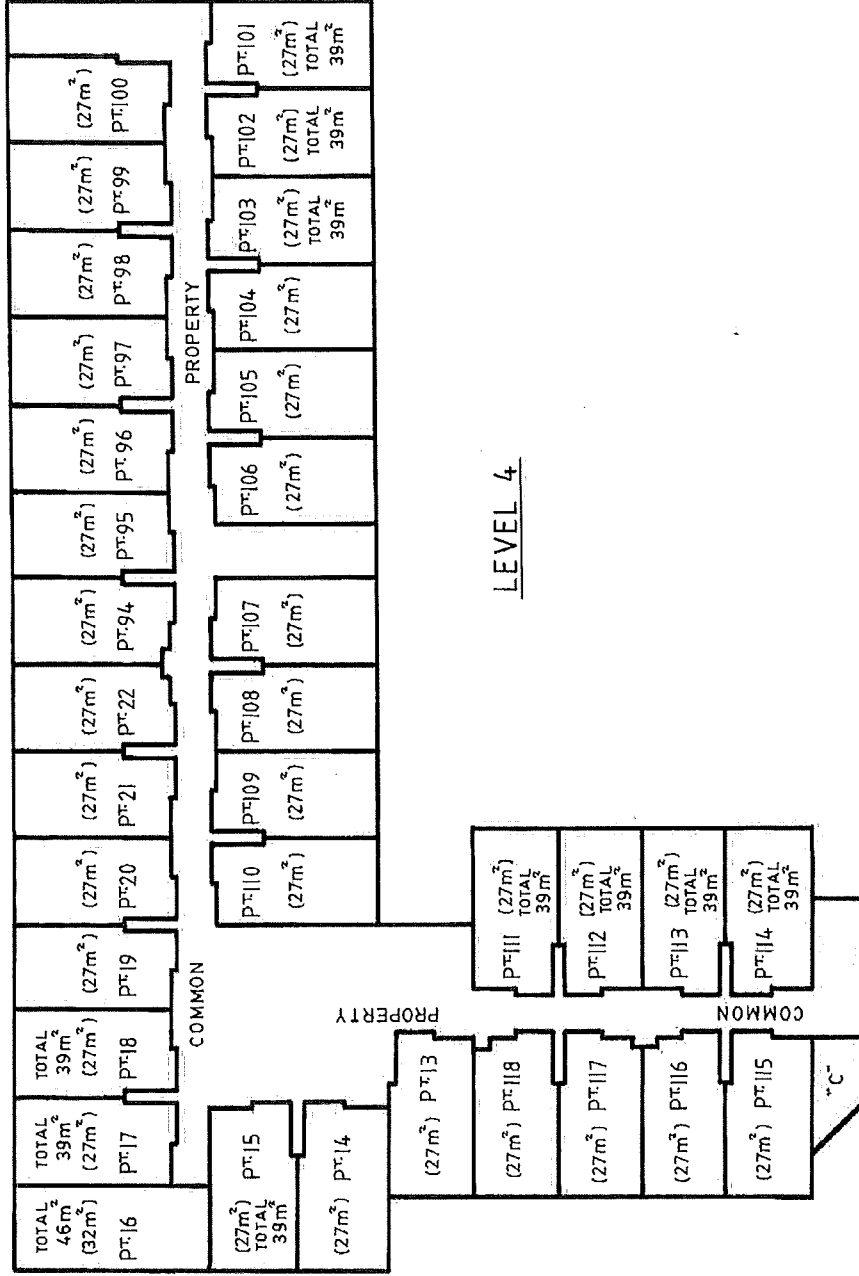
[Signature]
DEPUTY
Council Clerk

[Signature]
REGISTERED SURVEYOR

SURVEYOR'S REFERENCE: 3-892-1

STRATA PLAN 44285

NOTE: TOTAL AREA OF LOTS 40m² UNLESS OTHERWISE SHOWN.



LEVEL 4



Lengths are in metres

Reduction Ratio 1:200

W. J. Hindle
 W. J. Hindle
 Registered Surveyor
 Council Clerk

SURVEYOR'S REFERENCE: 3-892-1

SP44285

OFFICE USE ONLY

ANNEXURE "A"

SHEET 1/2

**INSTRUMENT SETTING OUT TERMS OF A BY-LAW INTENDED TO BE CREATED
PURSUANT TO SECTION 58(7B) OF THE STRATA TITLES ACT 1973.**

(see Instructions for Completion on back of form)

Note (a)

Plan

SUBDIVISION COVERED BY DEPUTY COUNCIL CLERK'S CERTIFICATE NO. 19/93

DATED 25 JUNE 1993

Full name and address of registered proprietor of the land

SNOWTIDE PTY. LIMITED, LEVEL 5, 35 GRAFTON STREET, BONDI JUNCTION

Note (b)

By-law number and terms

SPECIAL BY-LAW 1

The proprietor for the time being of lot 50 and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property (the "store-room") designated in the plan comprising part of this by-law subject to the following conditions:

1. the exclusive use of the store-room designated as the area marked "A" on the strata plan;
2. the proprietor of lot 50 from time to time shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the store-room; and
3. the proprietor of lot 50 from time to time shall not be responsible to pay to the body corporate any fee, levy or contribution in relation to the use of store-room or for the maintenance and repair of the store-room.

Note (c)

Signature(s)

~~Signed in my presence by the registered proprietor who is personally known to me.~~

.....
~~Signature of Witness~~

.....
~~Name of Witness~~

.....
~~Address and Occupation of Witness~~

Signed for State Bank of South Australia
by its Attorney pursuant to the Power Of
Attorney dated 11th May, 1992 registered
Book 3872 No. 278.

WITNESS: *Andrew Polley*
ANDREW POLLEY
SECURITIES OFFICER

Francis Cusack
Francis Cusack
Securities Manager

580 George Street
Sydney

Registered Proprietor

THE COMMON SEAL of SNOWTIDE PTY. LIMITED was hereunto affixed by authority of its Board of Directors in the presence of:

.....
E.C. Titterton
Signature of authorised person

.....
Secretary
Office held
.....
E.C. TITTERTON
Name of authorised person



.....
A.J. Griffin
Signature of authorised person

.....
Director
Office held
.....
A. J. GRIFFIN
Name of authorised person

REGISTERED 17.7.93

SP44285

INSTRUMENT SETTING OUT TERMS OF A BY-LAW INTENDED TO BE CREATED
PURSUANT TO SECTION 58(7B) OF THE STRATA TITLES ACT 1973.

ANNEXURE "A"
SHEET 2/2

SPECIAL BY-LAW 2


The proprietor for the time being of lot 73 and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property (the "store-room") designated in the plan comprising part of this by-law subject to the following conditions:

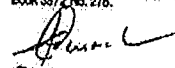
1. the exclusive use of the store-room designated as the area marked "B" on the strata plan;
2. the proprietor of lot 73 from time to time shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the store-room; and
3. the proprietor of lot 73 from time to time shall not be responsible to pay to the body corporate any fee, levy or contribution in relation to the use of store-room or for the maintenance and repair of the store-room.

SPECIAL BY-LAW 3

The proprietor for the time being of lot 115 and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property (the "store-room") designated in the plan comprising part of this by-law subject to the following conditions:

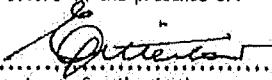
1. the exclusive use of the store-room designated as the area marked "C" on the strata plan;
2. the proprietor of lot 115 from time to time shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the store-room; and
3. the proprietor of lot 115 from time to time shall not be responsible to pay to the body corporate any fee, levy or contribution in relation to the use of store-room or for the maintenance and repair of the store-room.

Witness: 
ANDREW POLLEY
 SECURITIES OFFICER
 540 George Street
 Sydney

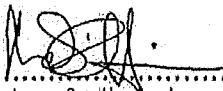

Francis Cusaack
 Securities Manager

Signed for State Bank of South Australia
by its Attorney pursuant to the Power Of
Attorney dated 11th May, 1992 registered
Book 3872 No. 276.

THE COMMON SEAL of SNOWTIDE PTY. LIMITED was
hereunto affixed by authority of its Board of
Directors in the presence of:


 Signature of authorised person
Secretary
 Office held
E.C. TITTERTON
 Name of authorised person




 Signature of authorised person
Director
 Office held
A.J. GRIFFIN
 Name of authorised person

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MANAGEMENT STATEMENT

STRATA MANAGEMENT STATEMENT

AMBASSADOR

LANDERER & COMPANY
Solicitors,
Level 31,
133 Castlereagh Street,
SYDNEY N.S.W. 2000

TEL: 261 4242
DX: 1247 SYDNEY
REF: iam7995

REGISTERED



MR 7.7.93

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STRATA TITLES ACT, 1973

**Division 2B
Sections 28R - 28W and Schedule 1C**

STRATA MANAGEMENT STATEMENT

PART A - INTRODUCTORY

Section 1

Parties Bound

The terms of this Management Statement are binding on the Strata Schemes, each Subsidiary Body within the Strata Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Strata Lot within the Strata Schemes.

It is the intention of this Statement to facilitate the duties, functions and management of the Strata Schemes comprised in the subdivision of Lots 200 and 201 in Deposited Plan 831724

Section 2

Definitions and Interpretation and General

In this Statement, unless a contrary intention occurs:

"Act" means the Strata Titles Act 1973.

"Adjoining Strata Scheme" means the parcel created by the registration of the strata plan of Lot 201 in Deposited Plan 831724

"Ambassador" means the Strata Schemes constituted by virtue of the registration of the strata plans of Lots 200 and 201 in Deposited Plan 831724

"Building" means all buildings constructed and created in the Ambassador and situated at the complex at 95 Station Road, Auburn.

"Building Management Committee" means the committee to be formed under clause 3.1.

"By-Laws" means the by-laws included in the Management Statement.

"Common Property" means so much of the parcels as from time to time are not comprised in any lot of each of the Strata Schemes.

iam7995 30.6.93

REGISTERED  12.7.93

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2.

"Common Property Expenses" means invoices and accounts incurred in relation to the repair, maintenance and renewal of Common Property.

"Ordinary Resolution" means a motion of the Building Management Committee in favour of which more than 50% of the votes of the members of the Building Management Committee entitled to vote are cast.

"Original Proprietor" means Snowtide Pty. Limited.

"Owner" means a party bound by this Statement and "Owners" means all or some of those parties.

"Plans" means the strata plans of Lots 200 and 201 in Deposited Plan 831724 .

"Shared Facility" or "Shared Facilities" means the Common Property and includes all services, machinery and equipment in the Ambassador.

"Statement" means the Strata Management Statement.

"Statutory By-Laws" means the by-laws included in Schedule 1 of the Act.

"Strata Scheme" means the parcel created by the registration of the strata plan of Lot 200 in Deposited Plan and this Statement.

"Strata Schemes" means the parcels created by the registration of the strata plans of Lots 200 and 201 in Deposited Plan 831724 and this Statement.

"Unanimous Resolution" means a resolution of the Building Management Committee in favour of which all votes of the members of the Building Management Committee entitled to vote are cast.

PART B - MATTERS REQUIRED TO BE INCLUDED

Section 3

Establishment of Building Management Committee

There is hereby established a Building Management Committee comprised of:

- (a) three representatives of each of the Strata Schemes; and
- (b) the Original Proprietor shall be the representative of the Strata Scheme prior to the registration of each of the Plans.

REGISTERED  MR 7.7.93

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3.

Section 4

Office Bearers

The Building Management Committee must appoint one of its members to act as chairman for each meeting. The Building Management Committee shall also appoint one of its members to be its secretary and any other office bearer as the Building Management Committee considers necessary from time to time.

Section 5

Functions of Committee

The functions of the Building Management Committee established under Section 3 are to:


- (a) consider any proposal submitted to the Building Management Committee by an Owner in accordance with clause 10.1;
- (b) consider a request by an Owner that a dispute be referred to the Strata Titles Commissioner or Strata Titles Board in accordance with clause 12.3; and
- (c) consider and determine any other matter which the Owners unanimously determine should be considered by the Building Management Committee.

Section 6

Meetings of Committee

6.1 Convening Meetings

- (a) The secretary must convene a meeting of the Building Management Committee if:
 - (1) convened by Ordinary or Unanimous Resolution;
 - (2) requested by notice in writing by an Owner not being a Owner whose maintenance contributions remain outstanding setting out the issue or proposal required to be addressed; or
 - (3) no other meeting has been held in the preceding 12 month period on each anniversary of the date of this Statement.
- (b) At least 7 days' notice of a meeting must normally be given. In the case of an emergency, shorter notice may be given.

REGISTERED  7.7.93

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4.

6.2 Secretary to Prepare Notices

The Secretary must prepare and distribute notices of meetings and agendas for meetings, to prepare minutes of all its meetings and distribute those minutes to each Owner within 14 days of the relevant meeting.

Section 7

Quorum

At any meeting of the Building Management Committee a quorum will consist of half of the representatives for the time being of the Building Management Committee. If a quorum is not present within half an hour from the time appointed for a meeting, the meeting will be adjourned for 2 business days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be that number of representatives present at the time appointed for the adjourned meeting.

Section 8

Voting

At all meetings of the Building Management Committee a member is entitled through its representative to exercise the following votes:

- (a) the Strata Scheme three votes; and
- (b) the Adjoining Strata Scheme three votes.

Section 9

Building Management Committee Decisions

9.1 Ordinary Resolution

A decision of the Building Management Committee may be made by an Ordinary Resolution unless otherwise specified in this Statement.

9.2 Unanimous Resolution

The Building Management Committee may by Unanimous Resolution appoint one or more of its members to perform any of its powers, authorities, duties or functions.

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5.

Section 10

Submissions to Building Management Committee

10.1 Proposals

Subject to clause 10.5, an Owner may submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility that an Owner may wish to have installed as a Shared Facility in the Building;
- (c) vary the Common Property Expenses and the proportion of those costs payable by the Owners for a Shared Facility;
- (d) alter the external appearance of the Building;
- (e) maintain, repair, refurbish or replace any external area of the Building;
- (f) amend this Statement.

10.2 Submission of Proposals

A proposal submitted to the Building Management Committee under clause 10.1 must be in writing and submitted to the Secretary who must then submit copies to each Owner's representative on the Building Management Committee.

10.3 Alterations to Shared Facilities

The Building Management Committee may by Unanimous Resolution vary, modify, add a new facility, repair, renew or replace the Shared Facilities and those variations when made and recorded in the minutes will be treated as amending the Schedule.

10.4 Alterations of Apportionment of Common Property Expenses

The Building Management Committee may by Unanimous Resolution vary the Common Property Expenses and the share of those costs payable by the Owners and those variations when made and recorded in the minutes will be treated as amending the Schedule.



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6.

10.5 Submission Restriction

Notwithstanding any other clause of this Statement, the Owners agree that an Owner has no right to make a submission to the Building Management Committee under clause 10.1 to consider any matter in connection with a Shared Facility other than those to which an Owner has an obligation to pay a share of the Common Property Expenses.

Section 11

Service of Notices and Other Documents

11.1 Service

A notice, approval, consent or other communication in connection with this Statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Owners in the strata rolls of the Strata Schemes or if the addressee notifies another address or facsimile number then to that address or facsimile number.

11.2 Date when Effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

11.3 Receipt of Notices

A letter or facsimile is taken to be received:

- (a) if posted on the third day after posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

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8/12

7.

Section 12

Disputes

12.1 Notice of Dispute

- (a) Subject to clause 12.1(b), an Owner at any time may write to all or any of the other Owners, notifying those Owners of a dispute or complaint concerning a matter in this Statement. The Secretary must always be notified.
- (b) The Owners agree that:
- (1) any decision made by the Building Management Committee by a valid resolution in accordance with this Statement will not be the subject of referral for decision pursuant to this section 12; and
 - (2) only the Owners affected by the matter the subject of any dispute or complaint will be members of the Building Management Committee for the purposes of that matter. If there are only two Owners then the Special Resolution referred to in clause 12.3(b) must be a Unanimous Resolution.
- (c) The written notice referred to in paragraph (a) must:
- (1) identify the subject matter of the dispute or complaint;
 - (2) set out the facts upon which the dispute or complaint is based;
 - (3) identify the provisions of the Statement relevant to the dispute or complaint;
 - (4) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and
 - (5) contain any particulars of the quantification of the dispute or complaint.

12.2 Committee to Meet

- (a) Upon receipt of the notification in clause 12.1(a), the Secretary must immediately give all Owners who received a notice under clause 12.1(a) a notice convening a meeting of the Building Management Committee to

REGISTERED



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8.

discuss the matter to be held on the next business day being at least 7 days after the notice of the meeting.

- (b) The Building Management Committee must meet at the time specified in the notice, unless otherwise agreed by Unanimous Resolution to discuss and mutually reach a decision on the matter.

12.3 Referral to Strata Titles Commissioner or Board

- (a) If the matter is not settled within 28 days from the time of receipt of the notice to the Secretary (which period may be extended by the written consent of all Owners) by mediation or conciliation between the Owners or by referral to an expert of the appropriate professional discipline, then any Owner may request the Secretary to immediately give all Owners a notice convening a further meeting of the Building Management Committee to discuss whether the dispute or complaint be referred within a further period of 10 days, to the Strata Titles Commissioner or Strata Titles Board for conciliation under the terms of the Act.
- (b) The Building Management Committee must meet at the time specified in the notice, unless otherwise agreed by Unanimous Resolution, to discuss and by Special Resolution decide if the dispute or complaint should be so referred.

12.4 Referral to Arbitration

- (a) If there has been no decision to refer the matter to the Strata Titles Commissioner or Board, then any Owner may within a period of 14 days from the meeting referred to in clause 12.3 refer the dispute or complaint to arbitration in accordance with the provisions of the New South Wales Commercial Arbitration Act 1984 ("Arbitration Act").
- (b) In the case of referral of the dispute or complaint to arbitration in accordance with the provisions of the Arbitration Act and the provisions of clause 2(1)(d) of Schedule 1C of the Strata Titles (Part Strata) Amendment Act 1992 the arbitrator will be the person holding the office of President of the Institute of Arbitrators or his/her nominee or if that office is abolished the person holding the equivalent office or his/her nominee.
- (c) The award made by such Arbitrator will be final and binding on both parties. Such award is to be a condition precedent to any legal proceedings which will be limited to enforcement of the award.

REGISTERED



MB-7.7.93

9.

12.5 No Moneys to be Withheld

Provided the Secretary has complied with its obligations in this Statement in relation to the matter the subject of the complaint or dispute, moneys that are or become due and payable by the Owners under this Statement must not be withheld because of referral of the dispute or complaint to the Strata Titles Commissioner or Board or because of arbitration proceedings.

12.6 Information Confidential

An Owner must not divulge any confidential information obtained from another Owner under this section 12.

Section 13

Amendment of this Statement

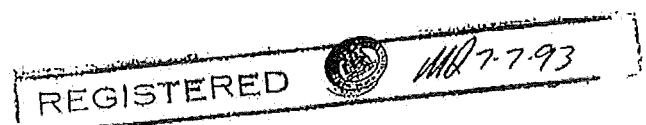
The Building Management Committee may by Unanimous Resolution amend this Statement.

PART C - OTHER MATTERS

Section 14

Common Property and Reciprocal Rights

- 14.1 The Strata Schemes shall each have reciprocal rights in relation to the use and enjoyment of the common property comprised in each of the Strata Schemes.
- 14.2 The Statutory By-Laws applicable to the Strata Schemes shall only be amended with the consent of the Executive Committee.
- 14.3 The By-Laws shall only be amended by a resolution of each of the Strata Schemes.
- 14.4 The Strata Schemes may, subject to the approval of the Executive Committee, make by-laws relating to the control, management, operation, maintenance and repair of the common property comprised in the Strata Schemes.
- 14.5 The Strata Schemes shall pay contributions to the Executive Committee upon notice for Common Property Expenses on:
- (a) in the case of proprietors of Strata Lots - the proprietors of the lots; and
 - (b) in the case of proprietors of Lots in an adjoining Strata Scheme - the proprietors of the lots in that Scheme.



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10.

14.6 The contribution payable to the Strata Scheme by the proprietor of a Lot is the amount X in the following formula:

$$X = A \times \frac{B}{10000}$$

Where:

A = the total amount to be raised by the contribution; and

B = the unit entitlement for the proprietor's Strata Lot.

14.7 The contribution payable to the adjoining Strata Scheme is the amount Y in the following formula:

$$Y = A \times \frac{D}{10000}$$

Where:

A = the total amount to be raised by the contribution; and

D = the unit entitlement for the adjoining Strata Lot which is the subject of the adjoining Strata Scheme.

PART D - PLANS

See accompanying strata plans.

SIGNATURES, CONSENTS AND APPROVALS

DATED the *30th* day of *June* 1993.

THE COMMON SEAL of SNOWTIDE)
PTY. LIMITED was hereunto affixed)
by authority of its Board of)
Directors in the presence of:)



[Signature]

Secretary

[Signature]

Director

REGISTERED  7.7.93

SP 44285
12/12.

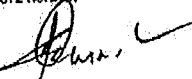
11.

EXECUTION BY STATE BANK OF SOUTH AUSTRALIA TRADING AS BENEFICIAL FINANCE

WITNESS:


ANDREW POLLEY
SECURITIES OFFICER
550 George Street
Sydney

Signed for State Bank of South Australia
by its Attorney pursuant to the Power Of
Attorney dated 11th May, 1992 registered
Book 3872 No. 278.


Francis Cusack
Securities Manager

STAIRCASE AND ESCALATORS ONLY

Print Drawings only to appear in this space

- ① RIGHT OF WAY 8'73" & VARIABLE WIDTH (P.88354)
- ② RIGHT OF WAY FOR ELECTRICITY PURPOSES (P.88344)
- ③ EASEMENT FOR ELECTRICITY PURPOSES 3' WIDE (P.88344)
- ④ SUBSTATION PREMISES N3380 (P.88342)

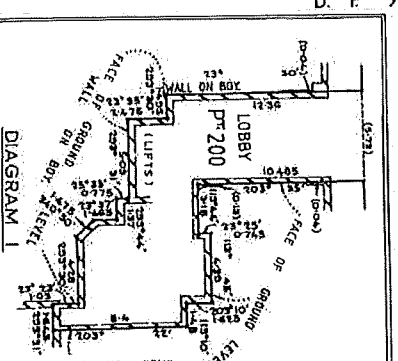
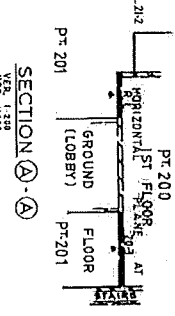
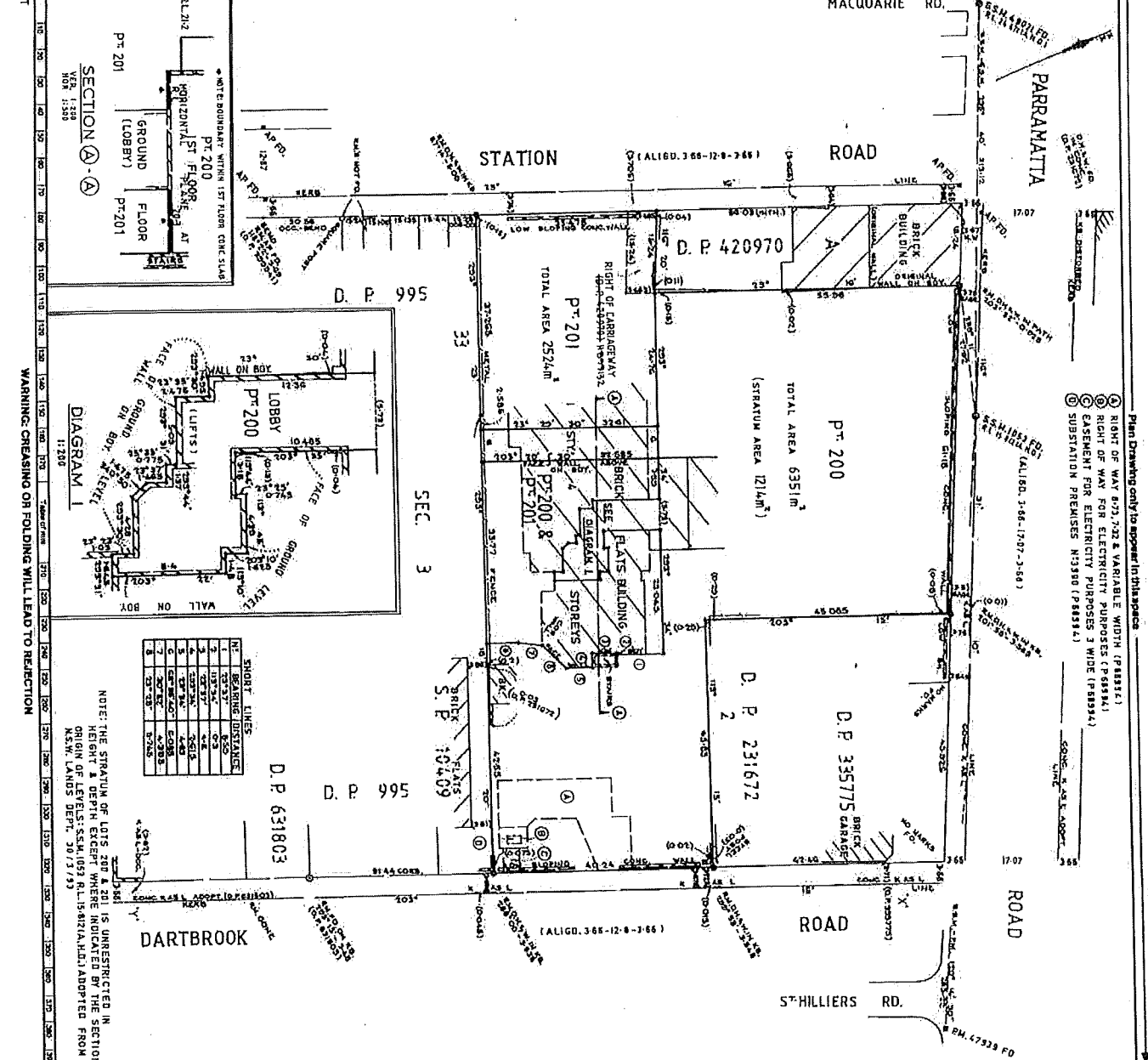
*As Shown
Staircase
Escalators
to be added by
Owner*



Crown Lands Office Approval
 Land Director: *Advanced Office*
 Field Approval: _____

Council Clerk's Certificate
 I hereby certify that the requirements of the Local Government Act, 1911 (Local Authorities Act, 1911) have been observed in respect of the following plans, and that the Council of the City of Auburn has resolved to grant the necessary consent for the carrying out of the works shown on the said plans in accordance with the provisions of the said Act, 1911.

PLANS APPROVED
 Council of the City of Auburn
 Date: *21/1/93*
 Suburban No. *1183*
 Planning Ref. No. *1183/193/1575*



NOTE: THE STRATUM OF LOTS 200 & 201 IS UNRESTRICTED IN HEIGHT & DEPTH EXCEPT WHERE INDICATED BY THE SECTION ORIGIN OF LEVELS: S.M. (5.5'), H.L. (5.0'), B.M. (4.5'), A.D. (4.0'), T.M. (3.5'), N.S.M. (3.0%), N.S.H. (2.5%), N.S.L. (2.0%), N.S.M. (1.5%), N.S.H. (1.0%), N.S.L. (0.5%)

LINE	BEARING	DISTANCE
1	N 35° 15' E	11.75
2	S 75° 15' W	6.00
3	S 75° 15' W	3.61
4	N 35° 15' E	3.61
5	S 75° 15' W	4.00
6	S 75° 15' W	4.00
7	N 35° 15' E	4.00
8	S 75° 15' W	4.00
9	S 75° 15' W	4.00

WARNING: CREASING ON FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY	
Project	DP 0831724
CA	18/93 of 25/6/1993
The System	TOWNPLANS
Purpose	SUBDIVISION
Ref. Map	U0052-83
Lot Plan	DP 420970 231672 995, 357175
PLAN OF SUBDIVISION OF	LOT B D.P. 420970, LOT 1
D.P. 231672, LOTS 2-5 INCL.	
SEC 3 D.P. 995 & LOTS A & B	
D.P. 357175	
Lot Area: 1500	
Location: AUBURN	
County: CUMBERLAND	
D.P. 631803, 995, 231672, 420970, 357175	
PLAN FOR OFFICE USE ONLY: For administration of subdivision to determine public roads, to create public reserves, and for other purposes, restrictions on the conveyance of land pursuant to Sec. 243 of the Conveyancing Act 1912, it is intended to create:	
1. RESTRICTION AS TO USER.	

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

PART 1

SHEET 1 OF 1 SHEET

Plan: **DP 831724** Subdivision of Lots 200 and 201 in Deposited Plan covered by Council Clerk's Certificate No. 18193 dated 25-6-1993

Full name and address of proprietors of the land: Snowtide Pty Limited
Level 5
35 Grafton Street
BONDI JUNCTION

Full name and address of mortgagee of the land: State Bank of South Australia trading as Beneficial Finance.

1. Identity of restriction firstly referred to in abovementioned plan

Restriction on the use of land.

Schedule of lots, etc. affected

<u>Lots burdened</u>	Name of authority benefited
Lot 200	The Council of the Municipality of Auburn.
Lot 201	The Council of the Municipality of Auburn.

PART 2


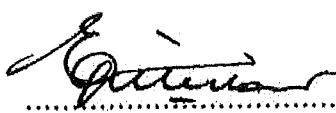

TERMS OF RESTRICTION ON THE USER OF THE LAND REFERRED TO IN ABOVEMENTIONED PLAN

The registered proprietor for the time being of the Lots burdened does, for itself, its successors and assigns, covenant with the Authority in whose favour this restriction as to user is created, its successors and assigns, that it will:

a. not sell either lot 200 or 201.

DATED this _____ day of _____ 1993.

The common seal of SNOWTIDE)
PTY LIMITED was hereunto)
affixed by authority of its Board of)
Directors in the presence of:)


.....
Director

.....
Secretary


Execution by STATE BANK OF)
SOUTH AUSTRALIA t/as)
BENEFICIAL FINANCE)

Signed for State Bank of South Australia by its Attorney pursuant to the Power Of Attorney dated 11th May, 1992 registered Book 3872 fol. 870.


Francis Cusack
Securities Manager

WITNESS: 
ANDREW POLLEY
SECURITIES OFFICER
680 George Street
Sydney

REGISTERED
5/7/1993

RP 1



NOV 5 PM 2 53
 H.C.S.
 SOUTH WALES
MEMORANDUM OF LEASE
 STAMP DUTY (PROPERTY ACT, 1900)
 (To be lodged in duplicate)

P 0 6 8 9 9 4
 OFFICE USE ONLY
 A-1
 - \$ 28

Typing and handwriting should be clearly legible and in roman characters. The instrument should be ready for execution, the words being written by hand, in ink, and not by machine or otherwise in the margin.
 (a) Full name, address and occupation of the lessor.
 (b) If a lessee, full name, address and occupation of the lessee.
 (c) A short note will suffice, if an encumbrance is not registered, but a full and sufficient description must be furnished.
 (d) Full name, address and occupation of lessee, if more than one lessee, state whether joint tenants or tenants in common. If a corporation, the name and address of the person to whom the instrument is to be presented to hold in legal effect.
 (e) State out if separate titles, otherwise add description of parcels, as in Form 2000, Sydney District Registry.
 (f) Insert lot and plan number, section No., or reference to a plan, or other description, as the case may be, in the body of the instrument. If the instrument is a mortgage, the instrument must be presented to a Registrar of Mortgages for registration. See also sections 337 and 337A, Land Conveyancing Act, 1919.
 (g) Add any covenants, conditions, restrictions, etc., as intended to be printed or inserted.

(a) WYNYARD MOTELS PTY. LIMITED
 hereinafter referred to as the LESSOR

being registered proprietor of an estate in fee simple
 in the land hereinafter described, subject to the following encumbrances and interests

(b) Easements created by Transfer D591948 Released
 Memorandum of Mortgage M6053 /

heroby leases to
 (c) THE SYDNEY COUNTY COUNCIL
 hereinafter referred to as the LESSEE

all these premises being that part of the premises situate in Dartbrook Road, Auburn as shown on the plan hereto annexed marked "A" and thereon described as "SUBSTATION PREMISES No. 3990" which said premises are erected on:

the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
10568	91	PART	TOGETHER WITH Right of way and Easement for Electricity Purposes more particularly set out in Clause 8 hereto:	CUMBERLAND	LIBERTY PLAINS

The lessee holds as tenant for a term of 50 years commencing on the 1st January, 1974 and terminating on the 1st January, 2024 31st December 2023 at the yearly rent of TEN CENTS (\$0.10¢) payable as follows:— at the expiration of the said term.

AND THE LESSEE takes subject to the following covenants, conditions and restrictions, viz:
 1. Those implied by sections 84 and 85 of the Conveyancing Act, 1919, as are not expressly negatived or modified herein.

2. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919.

1. the Lessee covenants with the Lessor to pay rent,
3. and will not assign or sublet without leave; no fine to be taken.
21. and the Lessor covenants with the Lessee for quiet enjoyment.

3. The Lessee may during the term hereby created install erect construct dismantle repair replace renew and maintain upon the demised land such plant electricity conductors wires cables transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such constructional work therein as to effectively establish a substation for the supply and/or distribution of electricity.

4. The Lessee shall have the right to supply other customers with electricity from the substation PROVIDED HOWEVER the requirements of the Lessor are first met.

5. The Lessee may at the expiration or sooner determination hereof take remove and carry away from the demised premises all cables fixtures fittings plant machinery electrical appliances and other equipment laid erected or brought by it on and about such premises during the said term and shall at the expiration or sooner determination hereof restore the land to its original condition and shall at its own expense make good any damage that may have been caused by reason of the erection maintenance and/or removal of the said equipment and all appurtenances thereto.

6. The Lessee will meet all reasonable legal expenses which might be incurred by the Lessor in connection with the preparation stamping and registration of the within lease, including obtaining the consent of any Mortgagee.

7. The Lessor shall pay rates and taxes on the area the subject of this lease.

8. The Lessor hereby grants full and free right and liberty to the Lessee its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles of all descriptions to pass and repass at all times of the night or day during the term hereby created over the land marked "Right of Way (8.73 wide) (7.32 wide) and (variable width)" and "Right of Way and Easement for Electricity Purposes 1.22 wide" on the said plan hereto annexed AND during such time or times as the Lessee considers it necessary to carry any work in or upon the demised premises to park vehicles upon the said land PROVIDED HOWEVER that there shall be no obstruction of or interference with the rights of the Lessor its agents servants licensees invitees or any other person lawfully entitled to pass and repass over the said land and TOGETHER WITH full right liberty and licence for the Lessee its officers servants workmen agents and contractors during the said term to construct lay down dismantle replace repair renew and maintain underground and/or overhead electricity conductors wires cables and other apparatus for the transmission of electric current through beneath or over the land marked "Right of Way and Easement for Electricity Purposes 1.22 wide" and "Easement for Electricity Purposes 3 wide" (hereinafter called 'easement') AND ALSO free and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the said easement and through the said electricity conductors and wires when constructed.

9. The Lessor shall ensure that the drainage as provided for the substation premises is to the satisfaction of the Lessee.

4/10

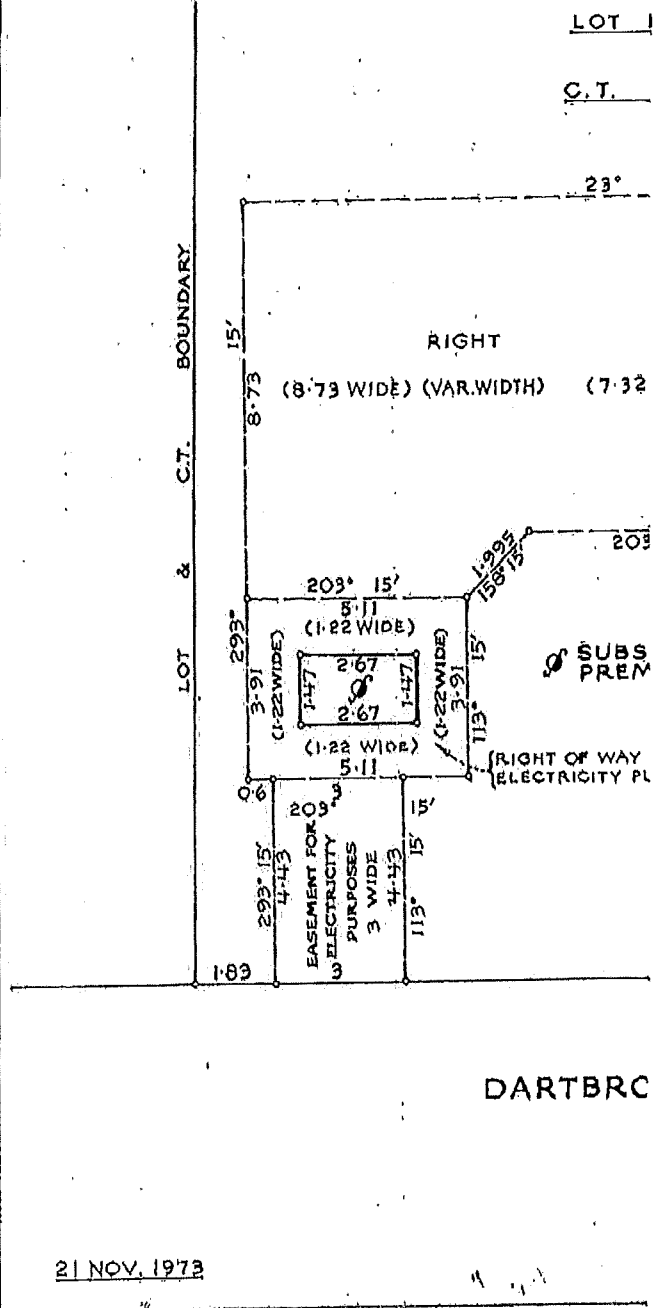
MUNICIPALITY OF AUBURN
 LOCALITY: AUBURN



SHOWING SUBSTATION

PARISH OF

This margin to be kept free of notation



21 NOV. 1973

G.R.S.

PLAN

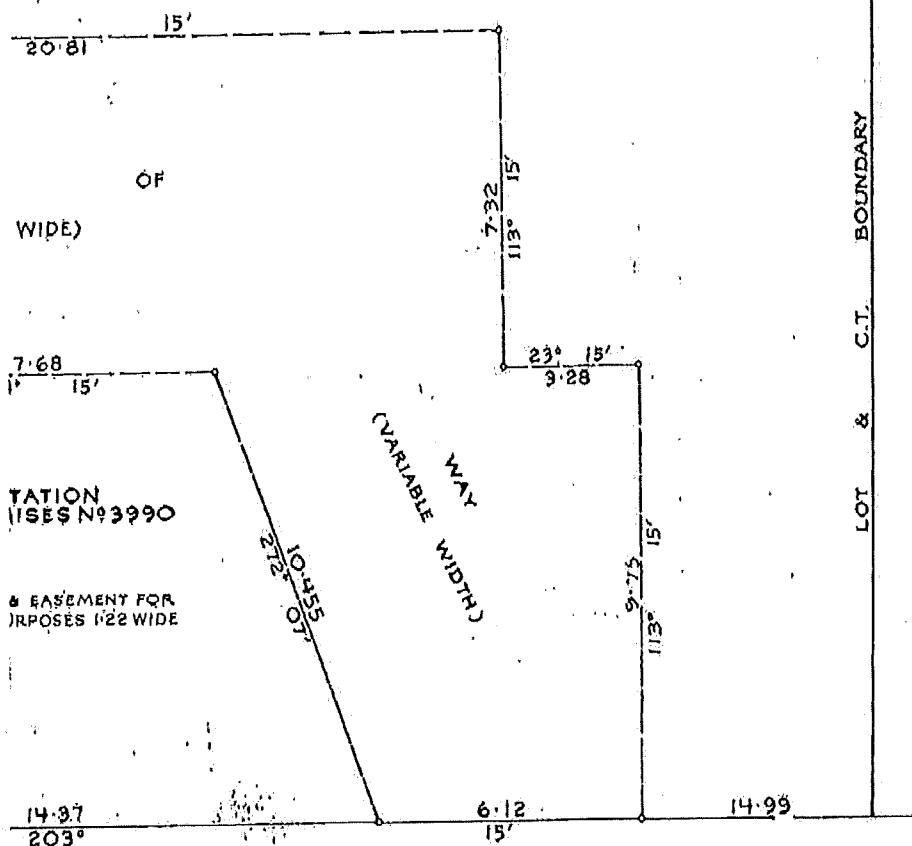
ION PREMISES N^o 3990, RIGHT OF WAY & EASEMENT WITHIN
C.T. VOLUME 10568 FOLIO 91

LIBERTY PLAINS COUNTY OF CUMBERLAND

REDUCTION RATIO 1:100
(ALL LENGTHS ARE IN METRES)

D. P. 231672

VOL. 10568 FOL. 91



TATION
USES N^o 3990

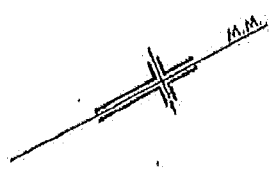
& EASEMENT FOR
PROPOSED 122 WIDE

EXODGE WITH DEALING

THE STRUCTURE COM
LEASED FORMS THE
AS SUBSTATION PRE

10.70

P 68994



SIGNATURES & SEALS OF PARTIES

THIS IS THE PLAN MARKED 'A' REFERRED TO IN MEMORANDUM OF UNDERSTANDING BETWEEN WYNARD MOTELS PTY. LIMITED

AND THE SYDNEY COUNTY COUNCIL

Signed for and on behalf of
THE SYDNEY COUNTY COUNCIL

[Signature]
General Manager

Signed for and on behalf of
WYNARD MOTELS PTY. LIMITED

PARRAMATTA ROAD

42.46

PRISING THE PREMISES TO BE
BOUNDARIES OF THE SITE SHOWN
MISES HERRON.

P. J. Copp
P. J. COPP
REGD. SURVEYOR

S. 4821

Dated at Sydney this eighteenth day of April 1974

Signed in my presence by the lessor who is personally known to me

THE COMMON SEAL of WYNYARD MOTELS PTY. LIMITED was

[Signature]
hereunto affixed by authority of the **BOARD OF DIRECTORS** in the presence of

[Signature]

Secretary

WALTER (PROPERTIES) PTY. LIMITED HEREBY CONSENTS to the within Lease

THE COMMON SEAL of WALTER (PROPERTIES) PTY. LIMITED

was hereunto affixed by authority of the Board of Directors in the presence of: *[Signature]*
Secretary

Signed in my presence by the lessee who is personally known to me
THE COMMON SEAL of THE SYDNEY COUNTY COUNCIL was hereto affixed pursuant to the

[Signature]
General Manager's Signed Order No. 30106 dated 13th

[Signature]
February, 1974 and in the presence of the Chairman and General Manager of the Council, whose signatures appear opposite hereto:

[Signature]
Lessor



Director



Director

Accepted and certified correct for the purposes of the Real Property Act, 1900,


[Signature]
Chairman
[Signature]
General Manager

(1) For the most of...
(2) Section 117...
(3) May be witnessed...

P068994

DEPARTMENTAL USE ONLY
 LEASE *Together with Right of Way*

TO BE COMPLETED BY LODGING PARTY
 Lodged by **DANTIER, PERRY & PUMPHREY**
 Address **SOLIHULLS**
701 MAGNANIE ST. E.
BYONEE, 2000, 821-8477
 Phone No.1
 Documents lodged herewith
 1. *CT (prod)* ✓ *Wm Williams att. v/c*
 2. *Map 17126* (2) *6/12/76*
 3. _____
 4. _____
 5. _____

Checked REGISTERED
 4-13-1976
 Passed
 Signed
Jawatson
 Registrar General


Received Documents _____
 Received Clerk *CE*

AUTHORITY FOR USE OF INSTRUMENT OF TITLE
 Authority is hereby given for the use of _____
 (Insert reference to certificates, grants or dealings)
 lodged
 in connection with _____ for the
 (Insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)

 Signature
 Name (BLOCK LETTERS)

(U) Under the federal
 deed of title has been
 signed by the person
 whose the draft, or
 he has been a witness
 that, possibly, the
 authority, may be
 furnished by the person
 otherwise, entitled to
 delivery of the contents
 of this deed.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)
 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 dealing.
 Signed at _____
 the _____ day of _____ 19____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P. & Co. TAKING DECLARATION OF ATTESTING WITNESS(S)
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19____
 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 his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(W) Not required when dealing entered in accordance with rule (b) in cases that to be signed by one of the persons named in the deed (U)

M.P.D.



OFFICE USE ONLY

RM7



B



871866 U

CHANGE OF BY-LAWS
 SECTION 54 OF STRATA TITLES ACT, 1977
 REAL PROPERTY ACT, 1999
 (See Instructions for Completion on back of form)

REFERENCE TO
 TITLE OF
 COMMON
 PROPERTY
 Note (a)

Terraced Title Reference
CP/SP44285

NUMBER OF
 STRATA PLAN
 Note (b)

THE PROPRIETORS—STRATA PLAN No. 44285 the registered proprietor of the common property comprised in the Certificate of Title above

Note (c)

referred to, certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1977, on 25 August 1993 after the expiration of the initial period, it changed the by laws as follows:

Note (b)

REPEALED BY-LAW No.	OFFICE USE ONLY
INDICATED/ADDED BY-LAW No. SPECIAL BY-LAW NO. <u>A</u>	

Note (a)

SPECIAL BY-LAW NO. 4

The Proprietor for the time being of Lot 115 shall have the exclusive use and enjoyment of that part of the common property, marked "X" on the plan annexed hereto, being for the purpose of a brick wall and to enable the said Proprietor of Lot 115 to block off access to the adjacent store room from the corridor, forming part of the common property and to install a window in the wall of that store room.



[Handwritten signature]

The common seal of The Proprietors—Strata Plan No. 44285 was hereunto affixed on 18th November 1993 in the presence of KENNETH GAMES CRESHAM (BLOCK LETTERS)

being the person(s) authorised by section 35 of the Strata Titles Act, 1977, to attest the affixing of the seal.

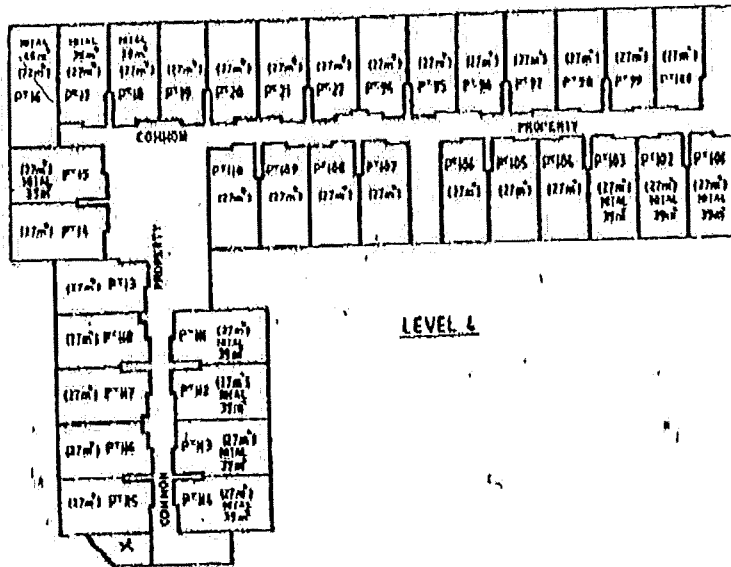
TO BE COMPLETED
 BY LODGING PARTY
 Notes (1)
 and (2)

LOOCCD BY BLACKSHAW LINDSAY & BUGDEN SOLICITORS 36A BAY STREET DOUBLE BAY NSW 2028 D.X. 3601 DOUBLE BAY		LOCATION OF DOCUMENTS	
		CT	OTHER
Delivery Reg Number <u>120N</u> <u>J: 93.8745</u>			Myrental
Checked	Passed	REGISTERED - 19	In A.G.O. with
Signed	Extra Fee	Registrar General	Produced by
			Secondary Directions
			Delivery Directions

OFFICE USE ONLY

THE PROPRIETORS - STRATA PLAN NO. 44205
ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

B



THIS is page 2 of a total of 2 and is the annexure to notification of Change of By-Laws by THE PROPRIETORS - STRATA PLAN NO 44205 dated the 18th day of NOVEMBER 1993

THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN NO 44205 was hereunto affixed on the 18th day of NOVEMBER, 1993 in the presence of

KENNETH JAMES GRESHAM,

being the person(s) authorised by Section 55 of the Strata Titles Act 1973 to attest the affixing of the seal,

[Handwritten Signature]



97-15CB



B

CHANGE OF BY-L

Strata Titles Act 1973
 Real Property Act 1900



0
920752 R

(A) **COMMON PROPERTY REFERENCE TO TITLE**

SP 44285

(B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone S. J. J. SCHOUW S. U. M. SERVICES PTY LTD CONCORD N.S.W. 2137 (P.O. BOX 63) REFERENCE (max. 15 characters):	CB
------------	---	-----------

(C) THE PROPRIETORS of STRATA PLAN 44285 certify that pursuant to a resolution passed on 28.9.1995 and in accordance with the provisions of section 58(2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) **REPEALED BY-LAW** No. 27
INSERTED / ADDED BY-LAW No. 27, 32, 33, 34, 35, 36, 37, 38 as fully set out below.

- 27. Subject to Section 58(12), a proprietor or occupier of a lot shall not keep any animals upon his lot or the common property.
- 32. The swimming pool is for the use by residents and their invited guests only and is not to be used between 10 p.m. and 7 a.m. Guests shall be accompanied by their host. No alcoholic drinks and glass are to be brought into the swimming pool area. No rubbish is to be left in the pool area and residents are responsible for proper disposal of their rubbish from the pool area. Access to the swimming pool area will be from the building only. Access to the building from the swimming pool area will be by security key only.
- 33. "Auction", "For Sale" and "Lease" signs are prohibited on common property.
- 34. The laundry and sauna and gymnasium facilities are not to be used between 10 p.m. and 7 a.m.
- 35. Alterations to the structure inside units cannot be carried out without approval - in writing - of the body corporate.
- 36. Alarm systems shall not be installed in units without the approval, in writing, of the body corporate.
- 37. No airconditioning devices, sunscreen film, awnings, ventilators or external blinds are permitted without written body corporate permission.
- 38. The three designated car parking spaces near the main entrance foyer can be used for short term parking by residents only.

(E) The Common Seal of The Proprietors - Strata Plan No. 44285 was affixed on 21st, December, 1995 in the presence of

.....
 Signature of Witness

 D. GARBUTT and D. JONES
 Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



[Signature]
 TREASURER
[Signature]
 CHAIRMAN

0694LTO

CHECKED BY (Office use only)

[Signature]

(P)

COUNCIL'S CERTIFICATE (s. 66(5))	
I certify that the Council of	has approved the change of by-laws set out herein
DATE	
APPLICATION No.	Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume : 2345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

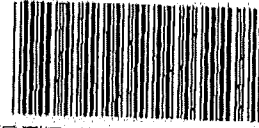
If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

97-15CB



CHANGE OF BY-L

Strata Titles Act 1973
Real Property Act 1900



3181817 F

B

(A) COMMON PROPERTY
REFERENCE TO TITLE

CP/SP44285

(B) LODGED BY

L.T.O. Box <i>W</i>	Name, Address or DX and Telephone S. J. J. SCHOUW S. U. M. SERVICES PTY LTD. P. O. BOX 63, CONCORD 2137	CB
REFERENCE (max. 15 characters):		

(C) THE PROPRIETORS of STRATA PLAN 44285 certify that pursuant to a resolution passed on 28.3.1996 and in accordance with the provisions of section 58(2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) ~~REPEALED BY LAW No.~~ 40
~~INSERTED/ ADDED BY-LAW No.~~ 40
as fully set out below.

The Body Corporate shall have the following powers, in addition to those conferred on it by the Strata Titles Act 1973 and the by-laws:-

1. The power to enter into an agreement with Telstra Corporation Optus Vision or other Telephone/Subscription Television provider for the installation upon common property of equipment for the transmission to and reception in any or all of the lots of Subscription Television programs, Telephone or other Communication Services;
2. The power to maintain such equipment in a state of good and serviceable repairs, and to renew or to replace whenever necessary;
3. The power to apply the funds of the Body Corporate to these purposes.

(E) The Common Seal of The Proprietors - Strata Plan No. 44285 was affixed on 26.6.1997 in the presence of D. A. GARBUTT & D. L. JONES
Signature of Witness

Name of Witness - BLOCK LETTERS
being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



D.L. Jones
D. L. JONES - TREASURER
D.A. Garbutt
D. A. GARBUTT - CHAIRMAN

DW

F)

COUNCIL'S CERTIFICATE (s. 66(5))

I certify that the Council of has approved the change of by-laws set out herein.

DATE

APPLICATION No.

Authorised Officer

INSTRUCTIONS FOR COMPLETION

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4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect of, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

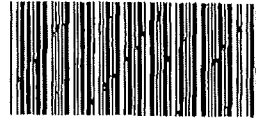
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97-15CB



CHANGE OF BY-LA

Strata Titles Act 1973
 Real Property Act 1900



3219586 S

B

(A) COMMON PROPERTY REFERENCE TO TITLE

CP/SP44285

(B) LODGED BY

L.T.O. Box <i>1W</i>	Name, Address or DX and Telephone S. J. J. SCHOUW S. U. M. SERVICES PTY LTD. P. O. BOX 63 - CONCORD 2137	CB
REFERENCE (max. 15 characters):		

(C) THE PROPRIETORS of STRATA PLAN44285..... certify that pursuant to a resolution passed on 28.3.1996, and in accordance with the provisions of section 58(7) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) ~~REPEALED BY LAW No.~~
 INSERTED/ ADDED BY-LAW No. 39
 as fully set out below.

The Proprietor(s) for the time being of Lot 23 shall be entitled to have the exclusive use and enjoyment of a. the area of common property between Dartbrook Road and the courtyard, forming part of Lot 23, for the purpose of providing walkway access to the medical centre being operated from Lot 23, b. the existing doctor's light on the common property of the building, being Lot 23, the existing doctor's light on the common property at Station Road, the doctor's light - to be erected at the cost of the present proprietors - on the common property at Dartbrook Road, and the letter box erected at the Station Road side of the property, c. the existing signage on the eastern and western sides of the common property of Lot 23, subject to the following terms and conditions -

The said proprietor(s) shall -

(i) erect - at their cost - a walkway ramp from the boundary of the property at Dartbrook Road, to the courtyard forming part of Lot 23, or steps, as may be appropriate, subject to approval of the design of the walkway ramp or steps from Dartbrook Road to the courtyard of Lot 23, by Auburn Council, Sydney Electricity and the Council of the Body Corporate, (ii) install a lockable gate at the entrance to the aforementioned courtyard, and shall undertake to have the gate locked outside surgery hours, (iii) keep the existing door/gate, forming part of the colour bond fence, on the northern side, coming out onto the carpark, locked, (iv) reimburse the body corporate for the cost of electricity for the three doctor's lights, on the basis of \$ 60 per annum, per light, (v) remove any signage on the common property on the northern side of the medical centre, (vi) clearly identify the parking lots on the common property available to patients of the medical centre by marking those spaces and by the display of of a plan in the surgery, identifying those spaces, (vii) keep the gate, the fence surrounding the courtyard of Lot 23 adjacent to the carpark, the doctor's lights and the letter box allocated to the lot, in good and serviceable condition, and shall be responsible for the performance of the duty of the Body Corporate under Section 68(1)(b) of the Act in respect of the aforementioned parts of the common property, (viii) bear the cost of drawing up of this bylaw and of any other cost related to the registration of this by-law.

99
 (E)

The Common Seal of The Proprietors - Strata Plan No. 44285 was affixed on 29th June, 1997 in the presence of

Signature of Witness
 D. GARBUTT & D. JONES
 Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



[Signature]
 Chairman

[Signature]
 Treasurer

(F)

COUNCIL'S CERTIFICATE (s. 66(5))	
I certify that the Council of has approved the change of by-laws set out herein.	
DATE	
APPLICATION No. Authorised Officer

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(F) COUNCIL'S CERTIFICATE

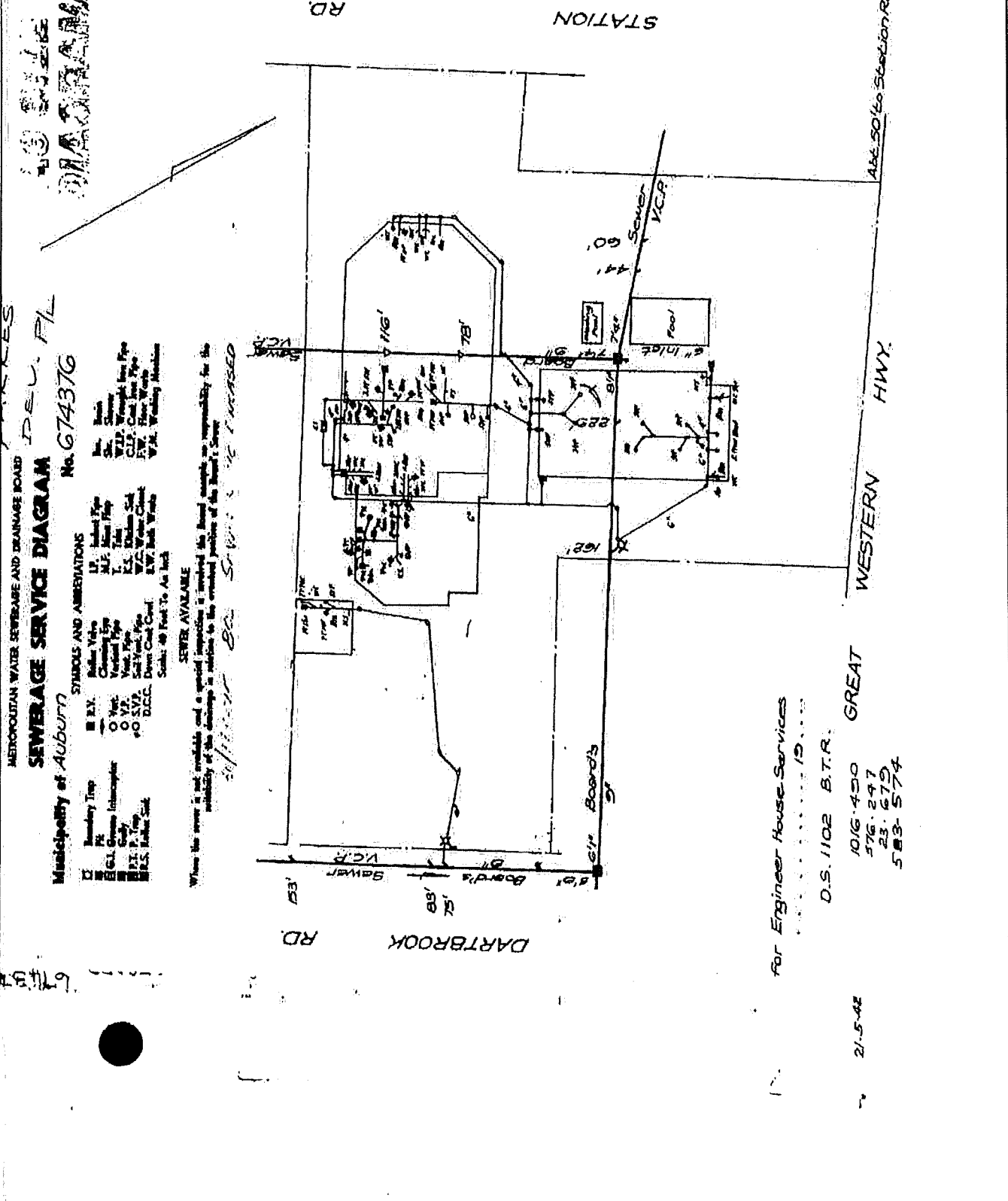
The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.



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.



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