

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 78201804	NSW DAN:
vendor's agent	Waters Carpenter 112 South Parade Auburn NSW 2144		Phone: 02 9649 0238 Fax: 02 9643 1400 Ref:
co-agent			
vendor	QUNJIAO ZHANG		
vendor's solicitor	Lawsid Lawyers Suite 14, Level 2/6-8 Holden St Ashfield NSW 2131 PO Box 167 Ashfield NSW 1800		Phone: 02 9715 1800 Fax: 02 9715 2666 Ref: 20-13436
date for completion	42 days after the contract date	(clause 15)	Email: info@lawsidelawyers.com
land	344/95 STATION RD AUBURN NSW 2144		
(Address, plan details and title reference)	LOT 118 IN STRATA PLAN 44285 118/sp44285		
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input 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: Email:
price	\$	(10% of the price, unless otherwise stated)
deposit	\$	
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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20-13436

78201804

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

☐ NO ☐ yes

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

**Electronic transaction** (clause 30)

☐ no ☐ YES

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

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input 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 checked="" 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
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Strata Management Solution

Phone:(02) 96464911

Email:sms1@stratamanagementsolutions.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## **29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## **SPECIAL CONDITIONS**

**VENDOR/S:**

**PURCHASER/S:**

**PROPERTY:**

---

### **33. Purchaser's acknowledgments**

- 33.1 The purchaser agrees that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except as expressly provided in this contract. This contract constitutes the whole agreement between the parties and that the purchaser has relied entirely upon the purchaser's own enquiries relating to, and inspection of, the property, all improvements and any items of inclusion referred to on the front page of this contract and in relation to the use to which the property may be put.
- 33.2 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition, in particular the vendor will not remove any debris or rubbish from the property, and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.
- 33.3 The purchaser must satisfy him/herself on all matters relating to the use of the property because the vendor gives no warranty as to the use to which the property may be put.

The purchaser will be deemed to have entered into this Contract with the opportunity to have full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.

Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

### **34. Interest & Charges for late completion**

- 34.1 If completion of this contract takes place after the completion date, it is an essential condition of this contract that the purchaser pay to the vendor on completion, in addition to the other moneys payable under this contract, the amount obtained by applying a simple interest formula of 10% per annum to the balance of the price and calculated on a daily basis from but not including the completion date stipulated on this contract to and including the date upon which this contract is completed. No interest will be payable in respect of a period during which the vendor is solely responsible for delaying completion.
- 34.2 The vendor shall be entitled to recover from the purchaser as liquidated damages payable on completion the sum of two hundred and seventy five dollars (275.00) to cover legal costs and other expenses incurred as a consequence of the delay to be allowed by the purchaser party as an additional adjustment on completion.

### **35. Agent**

The purchaser warrants to the vendor that the purchaser has not been introduced to the property by any real estate agent except the vendor's agent named in this contract and the purchaser indemnifies the vendor against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending such a claim.

**36 Foreign persons**

- 36.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser and this purchase.
- 36.2 In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs, which may be incurred by the vendor as a consequence thereof.

**37 Notice to complete**

It is hereby agreed that the notice to complete provision referred to in Clause 15 hereof shall be a fourteen (14) day notice to complete making time of the essence of this contract and such time shall be deemed sufficient by both parties, at law and equity.

**38 Amendments to printed Forms**

For all purposes of this contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

- 38.1.1 Clauses 2.2 and 4.1 - by deleting the word "Normally".
- 38.1.2 Clause 7.1.1 - delete this clause;
- 38.1.3 Clause 8 - delete the words "on reasonable grounds" in the first line of clause 8.1 and delete the words "and those grounds" in the first line of clause 8.2;
- 38.1.4 Clause 14.4.2 - Delete whole clause;
- 38.1.5 Clause 16.8 - Delete whole clause;
- 38.1.6 Clause 18.7 by substituting "the rent or fee payable is 0.002% of the purchase price per week" for the words "none is payable";
- 38.1.7 Clause 23.5.2- Delete the words "but is disclosed in this contract"
- 38.1.8 Clause 23.6 - Delete the words "and is not disclosed in this contract"
- 38.1.9 At the end of Clause 23.7 – add the words "but subject to any other clause of this contracts"
- 38.1.10 Clause 23.13 – Change "vendor" to 'purchaser';
- 38.1.11 Clause 23.14 – delete this clause.

**39. Deposit**

- 39.1 The parties agree that the deposit payable pursuant to this Contract is ten per cent (10%) of the Price. If the vendor agrees, then the purchaser can pay the ten per cent (10%) deposit by instalments in the following manner: -
- (i) Five per cent (5%) on exchange; and
  - (ii) the balance five per cent (5%) on or before the date of completion; or immediately on demand if the Purchaser defaults in observance or performance of the contract.
- 39.2 Release of Deposit

The purchaser hereby agrees to release to the vendor the deposit moneys paid herein for the purpose of paying stamp duty on the purchase of another property; or as a deposit on the purchase of another property provided that such a deposit shall only be paid into the trust account of a solicitor or real estate agent. The purchaser agrees that this clause is sufficient authority for the vendor's agent to release the deposit and that no further authority from the purchaser is required, however the purchaser must promptly provide such an authority if it is required or requested by the depositholder or the vendor.

**40. Requisitions**

For the purpose of clause 5.1 the requisitions or general questions about the property or the title:

- 40.1 must be in the form of the attached requisitions; and
- 40.2 are taken to have been served upon the vendor on the contract date.

**41. Incapacity**

Without effecting any other rights or remedies available, the vendor may rescind this contract by written notice to the purchaser's solicitors if the purchaser: -

- (a) dies, becomes incapacitated, is declared bankrupt or otherwise enters into an arrangement to assign the benefit of his estate to his creditors;
- (b) resolves to go into liquidation, or has a liquidator, receiver, administrator, trustee or similar official appointed over his assets.

## **42 Guarantee & Indemnity**

- 42.1 If the purchaser is a company, then the provisions of this clause 41 apply and the directors of the purchaser company (both jointly and severally) shall be known as the Guarantor”
- 42.2 The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including, without Limitation, the agreement of the vendor to enter into this contract.
- 42.3 The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the purchaser’s obligations under this contract.
- 42.4 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 42.5 If the purchaser does not duly and punctually perform its obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform those obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 42.6 As a separate undertaking, the guarantor indemnifies the vendor against:
- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor under clauses 41.4 and 41.5 or from the purchaser because of any circumstance whatsoever; and
  - (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guarantor’s and / or the purchaser’s obligations not being duly and punctually performed because of any circumstance whatsoever.
  - (c) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all of the Guarantor’s obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 42.7 The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or equity including, without limitation, one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
  - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
  - (c) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.
- 42.8 as long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the obligations of the purchaser or any of them remain unperformed, the guarantor may not, without the consent of the vendor:
- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or
  - (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

42.9 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement

42.10 This clause 41 is an essential term of this contract.

#### **43 Finance**

43.1 The Purchaser expressly warrants to the Vendor that they either hold a current loan approval in an amount and upon terms which they consider to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein or do not require finance to complete this Contract.

43.2 The Purchaser acknowledges that the Vendor relies upon this warranty in entering this Contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.

43.3 The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the Purchaser may have pursuant to the Uniform Credit Code.

#### **44 GST**

44.1 In this clause:

“GST” refers to the Goods and Services Tax under a New Tax System (Goods and Services Tax) Act 1999 (“GST Act”) and the terms used have the meanings as defined in the GST Act.

(1) The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.

(2) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.

(3) In the event of the vendor being liable for GST, because of the purchaser’s failure to comply with (3):

(a) the purchaser agrees to pay to the vendor within 14 days after the vendor’s liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.

(b) The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

#### **45 Special Levies**

**45.1** Notwithstanding the provisions of Clause 23.6 and 23.7, the vendor and purchaser covenant and agreed that if there are or have been special levies or contributions which are not regular contributions levied before the Contract date, the vendor will pay or allow the purchaser on the completion the amount if any instalments of such unpaid special levies which fall due for payment up to the contract date and the purchaser agrees to pay all instalments of such unpaid special levy which fall due for payment after the contract date.

## Section 66W Certificate

I, .....  
of .....  
certify as follows:

1. I am a Solicitor/Conveyancer in New South Wales.
2. I am giving this certificate in accordance with S.66W of the  
Conveyancing Act 1919 with reference to a contract for the sale of  
the property situated at

The property:	
From vendor	
To purchaser:	

in order that there is no cooling off period in relation to that  
contract.

3. I do not act for the vendor and am not employed in the legal  
practice of a solicitor/conveyancer acting for the vendor nor am I a  
member or employee of a firm of which a solicitor acting for the  
vendor is a member or employee.
4. I have explained to the purchaser:
  - i) the effect of the contract for the purchase of that property;
  - ii) the nature of this certificate;
  - iii) the effect of giving this certificate to the vendor i.e. that  
there is no cooling off period in relation to the contract.

Dated:

.....

Solicitor/ Conveyancer



## CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made ~~unless the auctioneer has, before the~~ commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property: Unit  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:  
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations, notices and claims**
19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?
- Owners corporation management**
20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 118/SP44285

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/2/2021	4:16 PM	8	16/12/2020

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

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LOT 118 IN STRATA PLAN 44285  
AT AUBURN  
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

-----

QUNJIAO ZHANG (T AQ656840)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP44285
- 2 AQ656841 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP44285

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/2/2021	4:17 PM	6	16/8/2014

LAND

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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)

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- 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

FOLIO: CP/SP44285

PAGE 2

## 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
29	- 74	30	- 77	31	- 77	32	- 77
33	- 77	34	- 77	35	- 77	36	- 70
37	- 71	38	- 73	39	- 73	40	- 73
41	- 73	42	- 73	43	- 73	44	- 70
45	- 68	46	- 71	47	- 71	48	- 71
49	- 71	50	- 73	51	- 76	52	- 76
53	- 76	54	- 76	55	- 76	56	- 76
57	- 78	58	- 73	59	- 71	60	- 72
61	- 76	62	- 76	63	- 76	64	- 76
65	- 74	66	- 74	67	- 70	68	- 68
69	- 73	70	- 73	71	- 73	72	- 73
73	- 76	74	- 77	75	- 77	76	- 77
77	- 77	78	- 77	79	- 77	80	- 79
81	- 76	82	- 76	83	- 76	84	- 76
85	- 76	86	- 76	87	- 78	88	- 78
89	- 78	90	- 78	91	- 78	92	- 78
93	- 78	94	- 79	95	- 79	96	- 79
97	- 79	98	- 79	99	- 79	100	- 79
101	- 74	102	- 76	103	- 79	104	- 79
105	- 79	106	- 79	107	- 76	108	- 76
109	- 71	110	- 70	111	- 74	112	- 74
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 \*\*\*

20-13436

PRINTED ON 19/2/2021

\* 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. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Form: 15CB  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: J.S. Mueller & Co

## CHANGE OF BY-LA

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



AI820556Y

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

(A) TORRENS TITLE	For the common property CP/SP44285						
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 47 V</td><td>Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 Allen &amp; Co. Ph 9232 3652</td></tr><tr><td colspan="2">Reference: JSM. 25/51</td></tr></table>	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 Allen & Co. Ph 9232 3652	Reference: JSM. 25/51		<table border="1"><tr><td>CODE  CB</td></tr></table>	CODE  CB
Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 Allen & Co. Ph 9232 3652						
Reference: JSM. 25/51							
CODE  CB							

(C) The Owners-Strata Plan No 44285 certify that pursuant to a resolution passed on 30 October 2013 and

(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No Not applicable

Added by-law No Special By-Law No. 41 - Electronic Delivery of Notices

Amended by-law No Not applicable

as fully set out below.

SEE ANNEXURE HERETO.



(F) The common seal of the Owners-Strata Plan No 44985 was affixed on  
presence of—

Signature(s):

Name(s):

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



## ANNEXURE

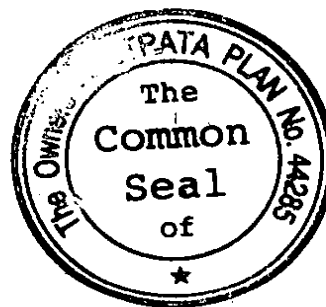
### **Special By-Law No. 41: Electronic Delivery of Notices**

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A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

The common seal of the Owners – Strata Plan No. 44285  
was affixed on 16 July 2014 in the  
presence of:

Signature(s): [Signature]  
Name(s): Lois Simpson



Being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996  
to attest the affixing of the seal.

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

OFFICE USE ONLY

[illegible]

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 7 Sheets

SCHEDULE OF UNIT ENTITLEMENTS

UNIT	ENTITLEMENT	UNIT ENTITLEMENT
1-41ND	61-441R	76 EACH
1-42ND	65-446	74 EACH
1-51ND	67	70
1-52ND	68	68
1-53ND	69	73 EACH
1-54ND	70	76
1-55ND	71	79
1-56ND	72	76
1-57ND	73	79
1-58ND	74	76
1-59ND	75	79
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FORM 2

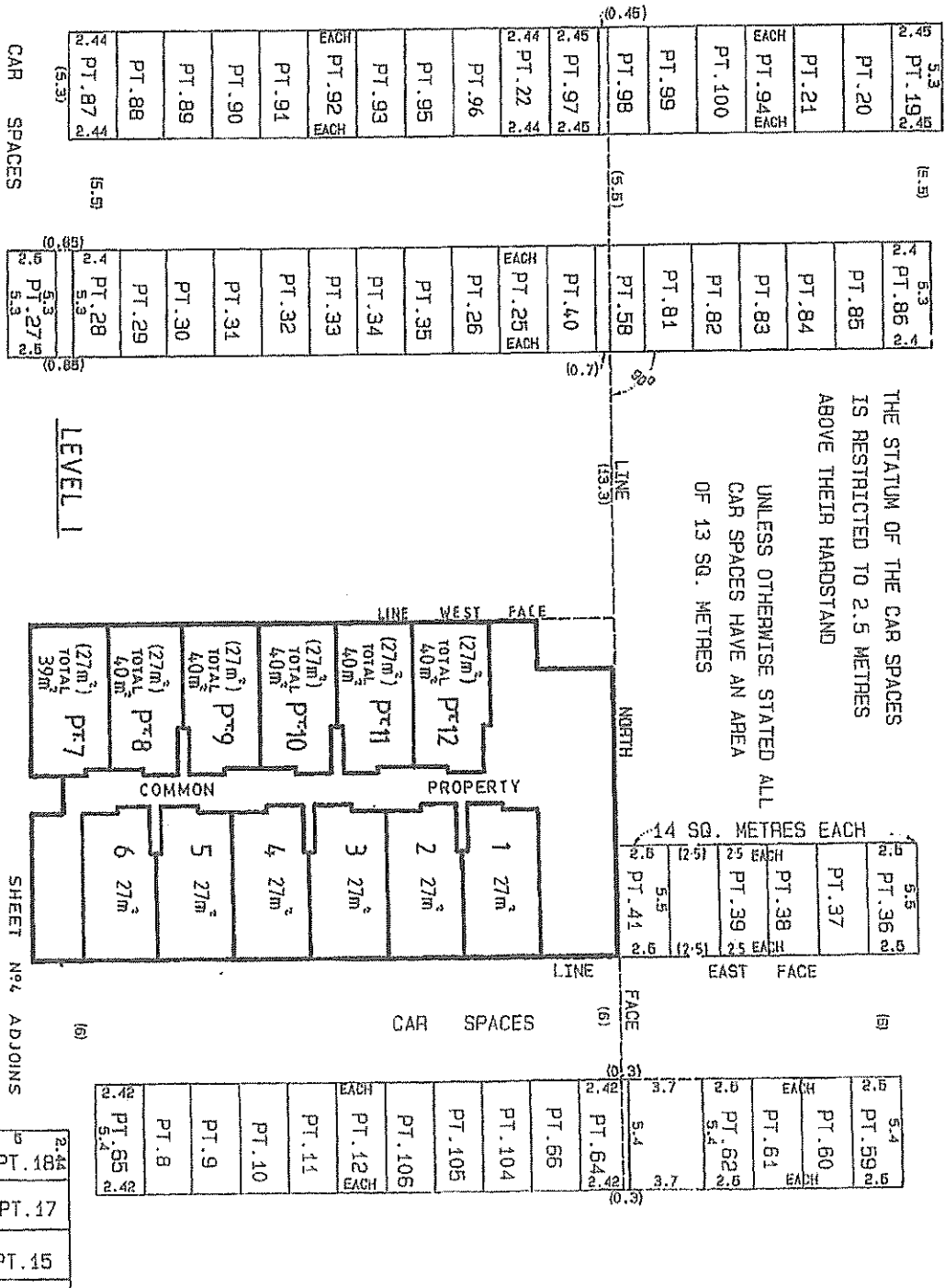
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 7 Strata

STRAIA PLAN 44285

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



\*OFFICE USE ONLY



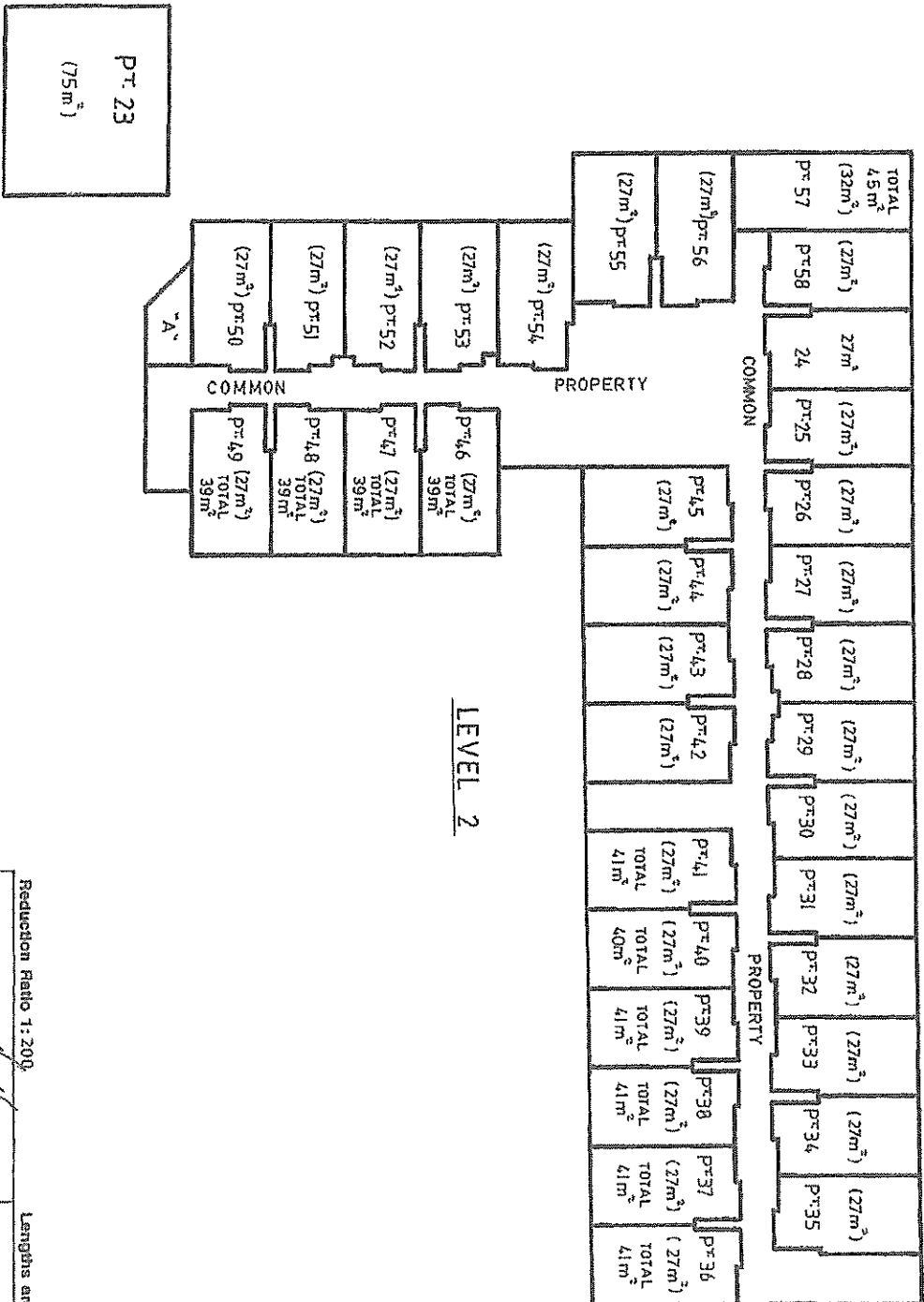
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 5 of 7 Sheets

NOTE: TOTAL AREA OF LOTS 40m<sup>2</sup> UNLESS OTHERWISE SHOWN.

STRATA PLAN 44285



Reduction Ratio 1:200

Lengths are in metres

Surveyor's Reference: 3 - 892-1

Registered

Surveyor's Name



\*OFFICE USE ONLY

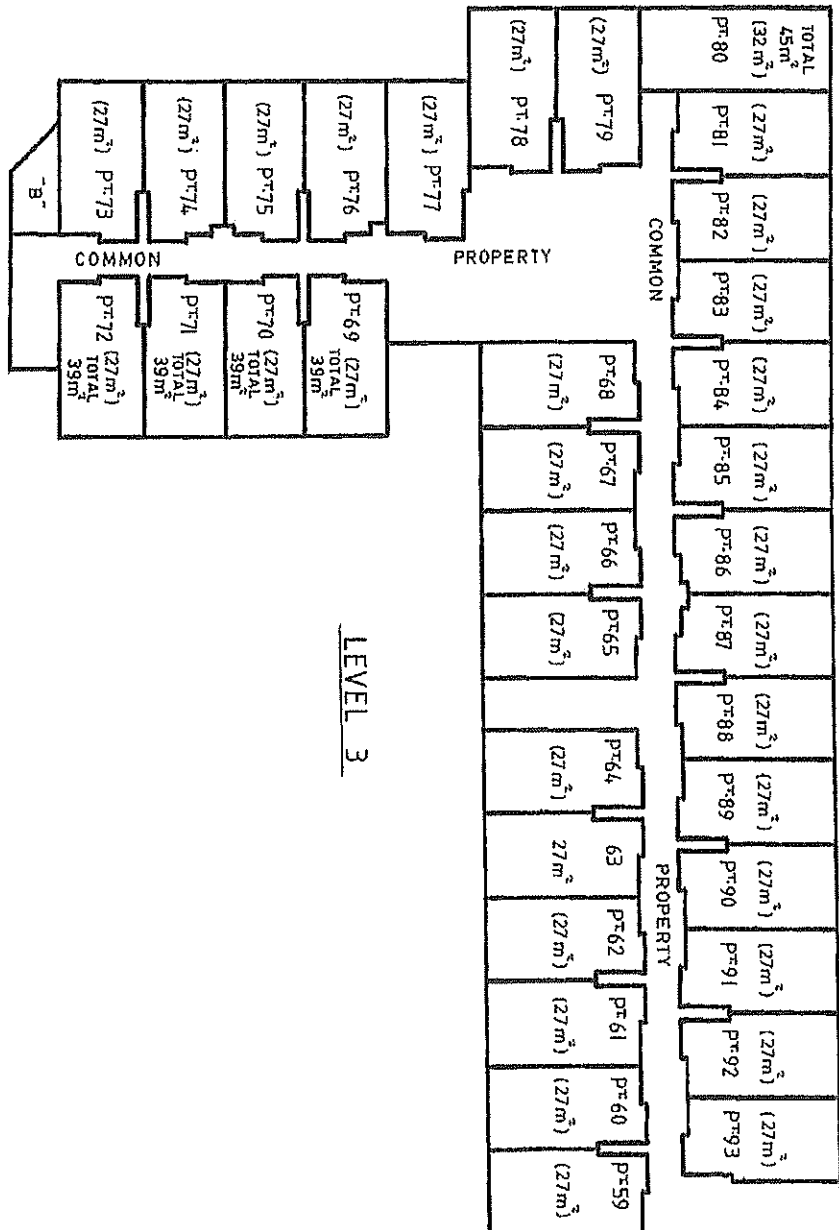
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 6 of 7 Sheets

NOTE: TOTAL AREA OF LOTS 40m<sup>2</sup> UNLESS OTHERWISE SHOWN.

STRATA PLAN 444285



Reduction Ratio 1:200

Lengths are in metres

SURVEYORS REFERENCE 3-892-1

Registered Surveyor

Surveyor General



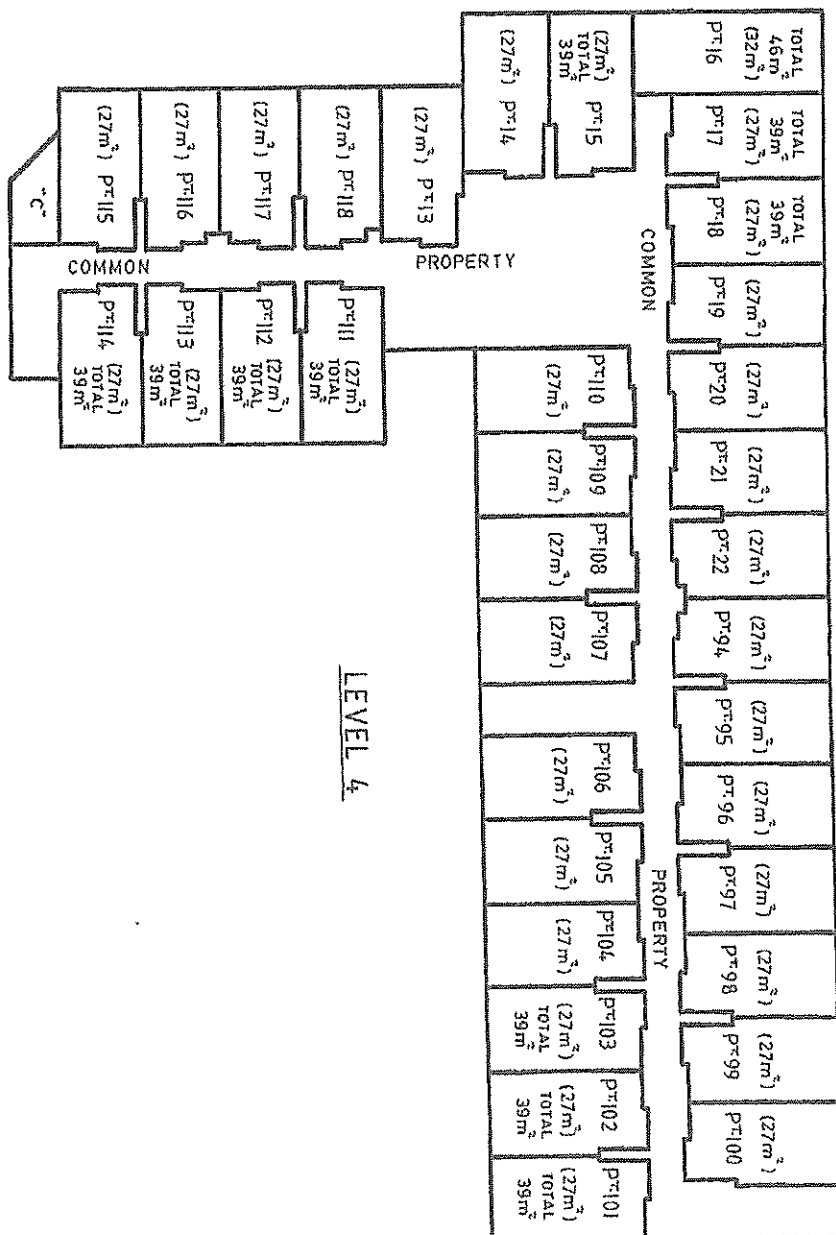
\*OFFICE USE ONLY

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 7 of 7 Sheets

STRATA PLAN 44-285

NOTE: TOTAL AREA OF LOTS 40M<sup>2</sup> UNLESS OTHERWISE SHOWN.



LEVEL 4

Production Ratio 1:200

**Lengths are in metres**

SURVEYOR'S REFERENCE: 3-B92-1

Reginald Starvo Galt

Deputy Council Clerk

\*OFFICE USE ONLY



SP44285

INSTRUMENT SETTING OUT TERMS OF A BY-LAW INTENDED TO BE CREATED  
PURSUANT TO SECTION 68(7B) OF THE STRATA TITLES ACT 1973.  
(see Instructions for Completion on back of form)

OFFICE USE ONLY

ANNEXURE "A"

SHEET 1/2

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~~

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

Office held

Name of authorised person



WITNESS: ANDREW POLLEY  
SECURITIES OFFICER

800 George Street  
Sydney

Signed for State Bank of South Australia  
by its Attorney pursuant to the Honour of  
Attorney dated 1 (th) May, 1992 registered  
Book 3872 1A, 278.

Francis Cusack  
Securities Manager

Signature of authorised person

Office held

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

610 George Street  
Sydney

Signed for State Bank of South Australia  
by the Attorney pursuant to the Power of  
Attorney dated 11th May 1992 registered  
Book 1072 folio 278.

Francis Cusack  
Securities Manager

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  
Office held  
Name of authorised person



Signature of authorised person  
Office held  
Name of authorised person

REGISTERED



17.7.93

SP 44285

1/12



## 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



7-7-93

SP 44285  
2/12

**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  197.7.93

SP 44285

3/12

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.



SP 44285

4/12

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.



SP 44285  
5/12

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.

REGISTERED  11/7.7.93

SP 44285

6/12

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.

REGISTERED  MR 7.7.93



SP 44285  
7/12

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.



SP 44285

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  7.7.93

SP44285  
9/12

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

SP 44285

10/12

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.



SP 44285

11/12

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.

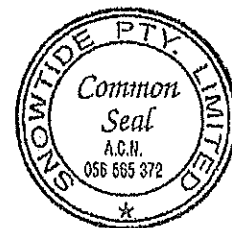
#### PART D - PLANS

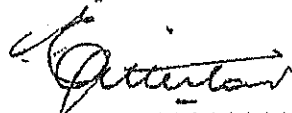
See accompanying strata plans.

#### SIGNATURES, CONSENTS AND APPROVALS

DATED the 20th 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: )





Secretary



Director

REGISTERED




MR 7.7.93

SP 44285  
12/12.

11.

EXECUTION BY STATE BANK OF SOUTH AUSTRALIA TRADING AS BENEFICIAL  
FINANCE

WITNESS:

  
ANDREW POLLEY  
SECURITIES OFFICER  
680 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

REGISTERED



7.7.93



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:

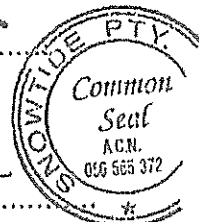
a. not sell either lot 200 or 201.

DATED this                      day of

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

1993.  
.....  
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 3672 fol. 270.

Francis Cusack  
Securities Manager

WITNESS: ANDREW POLLEY  
SECURITIES OFFICER  
880 George Street  
Sydney





RP 1



NOV 5 PM 2 53  
 MEMORANDUM OF LEASE  
 STANDARD PROPERTY ACT, 1900  
 (To be lodged in duplicate)

OFFICE USE ONLY  
 A-H  
 28

1. The lessor and the lessee have entered into this lease in accordance with the provisions of the Standard Property Act, 1900, and the lessee has paid to the lessor the sum of \$28.00 as consideration for the lease.

2. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

3. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

4. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

5. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

6. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

7. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

(1) WYNWARD HOTELS 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

(2) Easements created by Transfer D591948 & relevant Memorandum of Mortgage M6053 /

hereby leases to

(3) THE SYDNEY COUNTY COUNCIL  
 hereinafter referred to as the LESSEE

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

8. The lessor has agreed to execute and deliver to the lessee a lease in the form of the lease attached hereto, and the lessee has agreed to execute and deliver to the lessor a lease in the form of the lease attached hereto.

(4)

The lessee holds the lease for a term of 50 years commencing on the 1st January, 1974 and terminating on the 1st January, 2024 3/6/2023 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 under 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 Mortgagees.

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.

WJ

MUNICIPALITY OF AUBURN  
LOCALITY: AUBURN



SHOWING SUBSTAT

PARISH OF

LOT 1

C. T.

23°

RIGHT

(8.73 WIDE) (VAR.WIDTH) (7.32

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OR  
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STAFF CITY INDEX DEATH

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PREM

RIGHT OF WAY  
ELECTRICITY PL

DARTBRC

21 NOV. 1973

G. R. S.

*This margin to be kept free of notation*

Ref: /SEC:U2

## PLAN

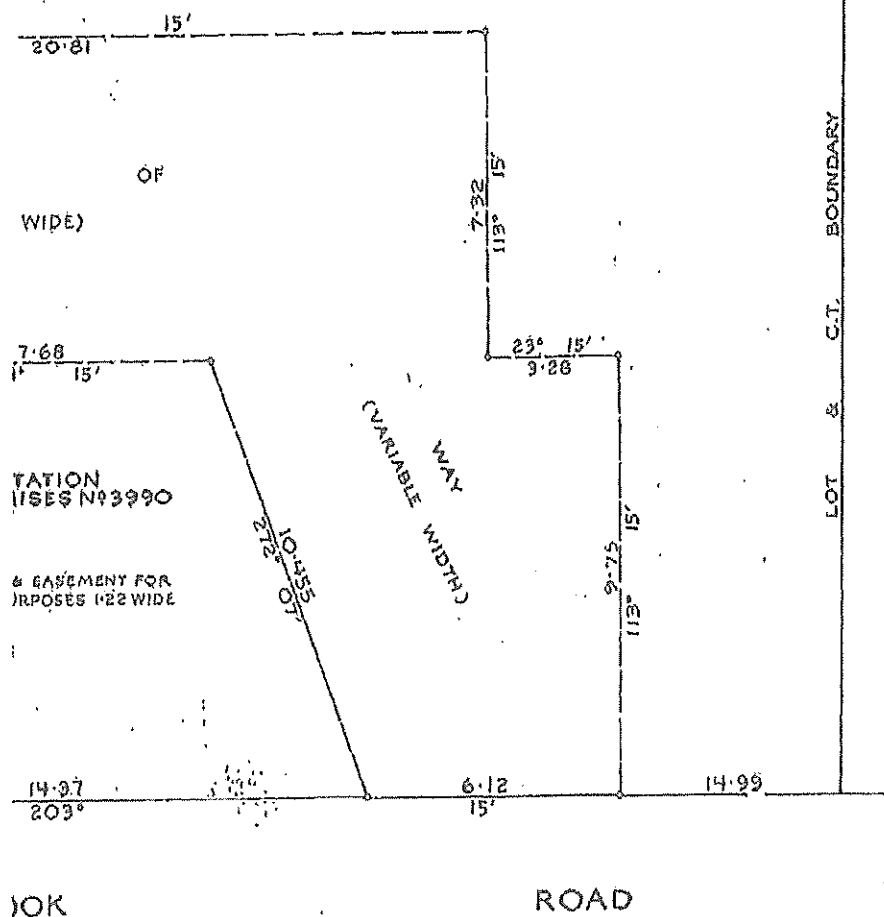
ION PREMISES N9990, RIGHT OF WAY & EASEMENT WITHIN  
C.T. VOLUME 10568 FOLIO 91

LIBERTY PLAINS                      COUNTY OF CUMBERLAND

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

D. P. 231672

VOL. 10568      FOL. 91



THE STRUCTURE COM  
LEASED FORMS THE  
AS SUBSTATION PREI

LODGE WITH DEARLY

P 68994

SIGNATURES & SEALS OF PARTIES



PARRAMATTA ROAD

42.46

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

*P. J. Bonn*  
 P. J. BONN  
 REGD. SURVEYOR

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

AND THE SYDNEY COUNTY COUNCIL

Signed for and on behalf of  
 THE SYDNEY COUNTY COUNCIL

Signed for and on behalf of  
 WYFARD MOTELS PTY. LIMITED

*[Signature]*  
 General Manager

*[Signature]*  
 General Manager

S. 4821

Dated at

*Lydney* this *Eighteenth* day of *April* 1974

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

**THE COMMON SEAL OF WYNWARD  
MOTELS PTY. LIMITED was**

*Signature of Wynward Motels Pty. Limited*  
hereunto affixed by authority  
of the BOARD OF DIRECTORS  
*Signature of Wynward Motels Pty. Limited*  
in the presence of

*Signature of Secretary*

Secretary

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

**THE COMMON SEAL OF WALTER  
(PROPERTIES) PTY. LIMITED**

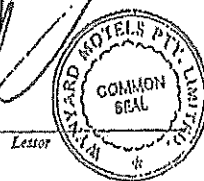
was hereunto affixed by  
authority of the Board of  
Directors in the presence  
of:  
*Signature of Secretary*  
Secretary

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

**THE COMMON SEAL OF THE SYDNEY  
COUNTY COUNCIL was hereto  
affixed pursuant to the**

*Signature of General Manager*  
General Manager's signed  
Order No. 30106 dated 13th

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



Director



Director

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

*Signature of Chairman*  
Chairman  
*Signature of General Manager*  
General Manager

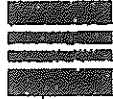
P 0 6 8 9 9 4	
DEPARTMENTAL USE ONLY	
LEASE <i>Together with Right of Way</i>	TO BE COMPLETED BY LODGING PARTY
	Lodged by <i>DANIEL, PENNY &amp; PURCELL</i>
	Address <i>808 WILSON ST. S.</i>
	Phone No. <i>604-241-8477</i>
	Documents lodged herewith <i>1. CT (P.D.) 2. Map of the area (2.5K) 3. 12-27-94</i>
Checked	REGISTERED
Passed <i>[Signature]</i>	<i>4-18-1994</i>
Signed <i>[Signature]</i>	<i>[Signature]</i> Registrar General
	Received Documents <i>CE</i>
	Received Clerk <i>CE</i>
	AUTHORITY FOR USE ON INSTRUMENT OF TITLE
	Authority is hereby given for the use of _____
	(such reference to certificate, grant or dealings) lodged
	in connection with _____ for the
	registration of this dealing and for delivery to _____
	(BLOCK LETTERS)
	_____ Name (BLOCK LETTERS)
	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. _____
	Subscribed and signed 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., A.C. TAKING DECLARATION OF ATTESTING WITNESS(es)
	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

10. Under the heading of this instrument, the instrument is to be signed by the person who is to be the attesting witness, and the signature of the attesting witness is to be written in the space provided for the signature of the attesting witness.

(a) Not stated that the instrument is to be signed by the person who is to be the attesting witness, and the signature of the attesting witness is to be written in the space provided for the signature of the attesting witness.

OFFICE USE ONLY

1747



**B**

**CHANGE OF BY-LAWS**  
 SECTION 54 OF STRATA TITLE ACT, 1977  
 REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)

871866 U

REFERENCE TO  
 TITLE OF  
 COMMON  
 PROPERTY  
 Note (a)

<p>Terminated Title Reference</p> <p>GP/SP44285</p>
-----------------------------------------------------

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

that the expiration of the initial period, it changed the by laws as follows:

Note (d)

<p>REPEATED BY-LAW No. ....</p> <p>REVOKED/ADDED BY-LAW No. .... SPECIAL BY-LAW NO. <u>A</u> .....</p> <p>as fully set out below.</p>	<p>OFFICE USE ONLY</p>
---------------------------------------------------------------------------------------------------------------------------------------	------------------------

Note (e)

**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.



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

being the person(s) authorised by section 55 of the Strata Titles Act, 1977, to attest the affixing of the seal.

TO BE COMPLETED  
 BY LODGING PARTY  
 Note (f)  
 and (g)

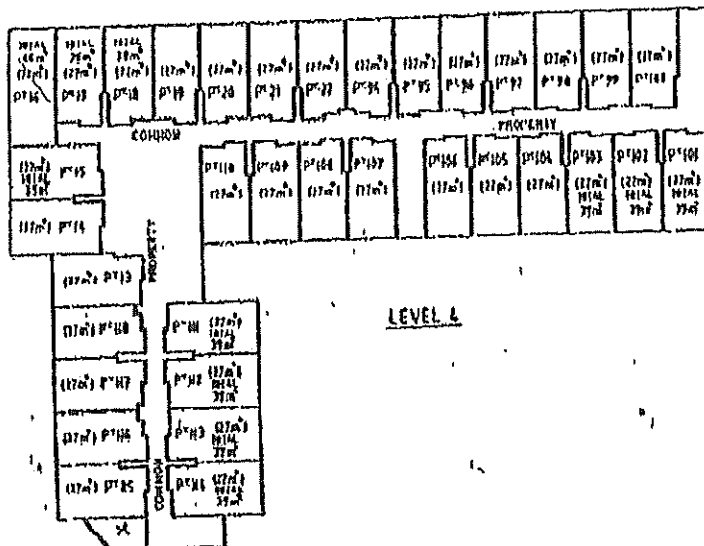
OFFICE USE ONLY

LOADED BY				LOCATION OF DOCUMENTS				
BLACKSHAW LINDSAY & BUDGEN SOLICITORS 36A BAY STREET DOUBTCH BAY NSW 2028 P. X. 3601 DOUBTCH BAY				CT	OTHER			
Delivery Run Number <u>120H</u> <u>J: 93-8745</u>								
Checked	Filed	REGISTERED - 19		Secondary				
Signed	Extra Fee			Originals				
Registrar General				Delivery				
				Directions				



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 18<sup>th</sup> day  
 of November 1993

THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN  
 NO 44205 was herewith affixed on the 18<sup>th</sup> 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 ..... 20.9.1995 .....  
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.



TREASURER

CHAIRMAN

0691110

CHECKED BY (Office use only)

(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. ....	..... Authorized 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; rub 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 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.

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

(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.~~ 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.

0694LTO



*[Signature]*

D. L. JONES - TREASURER

*[Signature]*

D. A. GARBUTT - CHAIRMAN

CHECKED BY (Office use only)

*[Signature]*

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**

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 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 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-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

Name, Address or DX and Telephone

S.J.J.SCHOUW  
S.U.M.SERVICES PTY LTD.  
P.O.BOX 63 - CONCORD 2137

REFERENCE (max. 15 characters):

CB

- (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(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 court-  
yard 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 court-  
yard, 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.

19  
28  
(B)

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.

Chairman

Treasurer



0694LTO

CHECKED BY (Office use only)

(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**

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 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.

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









CUMBERLAND  
CITY COUNCIL

**APPLICANT:** Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000

### **PLANNING CERTIFICATE**

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

---

**Property:** 344/95 Station Road AUBURN NSW 2144  
**Title:** Lot 118 SP 44285  
**Land No:** 36283  
**Certificate No:** PC2021/0813  
**Certificate Date:** 22/02/2021  
**Applicant's Ref:** 20-13436

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 E [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) W [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au)  
ABN 22 798 563 329

**Welcome** *Belong Succeed*

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## SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

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### ITEM 1 - Names of relevant planning instruments and DCPs

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

Auburn Local Environmental Plan 2010

State Environmental Planning Policy No. 19 – Bushland in Urban Areas  
State Environmental Planning Policy No. 30 – Intensive Agriculture  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 50 – Canal Estates  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 62 – Sustainable Aquaculture  
State Environmental Planning Policy No. 64 – Advertising and Signage  
State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development  
State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)  
State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy – Building Sustainability Index: BASIX 2004  
State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy – (Infrastructure) 2007  
State Environmental Planning Policy – (Temporary Structures) 2007  
State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008  
State Environmental Planning Policy – (Affordable Rental Housing) 2009  
State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy – (Primary Production and Rural Development) 2019  
State Environmental Planning Policy – (State and Regional Development) 2011  
State Environmental Planning Policy – (Concurrences) 2018  
State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)  
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

**2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

Cumberland Local Environmental Plan (PP\_2019\_CUMBE\_006\_00)

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

Auburn Development Control Plan 2010

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## ITEM 2 - Zoning and land use under relevant LEPs

### 1. (a) Zoning details in the instruments identified in ITEM 1(1) above

#### Auburn Zone B6 Enterprise Corridor

##### Objectives of zone

To promote businesses along main roads and to encourage a mix of compatible uses.  
To provide a range of employment uses (including business, office, retail and light industrial uses).  
To maintain the economic strength of centres by limiting retailing activity.

##### Permitted without consent

Nil

##### Permitted with consent

Building identification signs; Business identification signs; Business premises; Community facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Light industries; Markets; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Plant nurseries; Roads; Specialised retail premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

##### Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Retail premises; Rural industries; Sewerage systems; Sex services premises; Signage; Tourist and visitor accommodation; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

##### Additional permitted uses

No additional uses apply

### (b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

### (c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

### (d) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

**(e) Is there a heritage item situated on the land?**

There are no heritage items situated on the land

**2. (a) Zoning details in the instruments identified in ITEM 1(2) above**

**Zone B6 Enterprise Corridor**

**1. Objectives of zone**

- To promote businesses along main roads and to encourage a mix of compatible uses.
- To provide a range of employment uses (including business, office, retail and light industrial uses).
- To maintain the economic strength of centres by limiting retailing activity.

**2. Permitted without consent**

Nil

**3. Permitted with consent**

Building identification signs; Business identification signs; Business premises; Community facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Light industries; Markets; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Plant nurseries; Self-storage units; Specialised retail premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

**4. Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Amusement centres; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home industries; Home occupations; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Places of public worship; Pond-based aquaculture; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Retail premises; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

**Additional permitted uses**

No draft additional uses apply

**(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?**

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

**(c) Does the land include or comprise critical habitat?**

The land does not include or comprise critical habitat under a draft environmental planning instrument

**(d) Is the land within a draft heritage conservation area?**

The land is not within a draft heritage conservation area

**(e) Is there a draft heritage item situated on the land?**

There are no draft heritage items situated on the land

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

***Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?***

No

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**ITEM 3 – Complying Development Exclusions**

***Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

***Housing Code***

Yes, under the Housing Code complying development may be carried out on the land.

***Low Rise Housing Diversity Code***

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

***Rural Housing Code***

Yes, under the Rural Housing Code complying development may be carried out on the land.

***Housing Alterations Code***

Yes, under the Housing Alterations Code complying development may be carried out on the land.

***General Development Code***

Yes, under the General Development Code complying development may be carried out on the land.

***Commercial and Industrial Alterations Code***

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

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

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

**Container Recycling Facilities Code**

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

**Subdivisions Code**

Yes, under the Subdivisions Code complying development may be carried out on the land.

**Demolition Code**

Yes, under the Demolition Code complying development may be carried out on the land.

**Fire Safety Code**

Yes, under the Fire Safety Code complying development may be carried out on the land.

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**ITEM 4 – (Repealed)**

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**ITEM 4A – (Repealed)**

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

*Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?*

No

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**ITEM 5 – Mine subsidence**

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

No

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**ITEM 6 – Road widening and road realignment**

*Is the land affected by any road widening or road realignment under:*

- (a) Division 2 of Part 3 of the Roads Act 1993; or*
- (b) Any environmental planning instrument; or*
- (c) Any resolution of the Council?*

No

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## ITEM 7 – Council and other public authority policies on hazard risk restrictions

**(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-**

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	Yes
(vi)	land contamination	No
(vii)	Other Risk	No

**(b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:-**

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

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## ITEM 7A – Flood related development controls information

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

No

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

No

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## ITEM 8 – Land reserved for acquisition

**Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?**

No



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## ITEM 9 – Contributions plans

*The name of each contributions plan applying to the land is:-*

Cumberland Local Infrastructure Contributions Plan 2020

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## ITEM 9A - Biodiversity certified land

*Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?*

No

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## ITEM 10 – Biodiversity stewardship sites

*Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?*

No

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## ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No

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## ITEM 11 – Bush fire prone land

- |     |                                                  |     |
|-----|--------------------------------------------------|-----|
| (a) | <i>All of the land is bush fire prone land.</i>  | No  |
| (b) | <i>Some of the land is bush fire prone land.</i> | No  |
| (c) | <i>None of the land is bush fire prone land.</i> | Yes |
- 

## ITEM 12 – Property vegetation plans

*Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?*

No

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## ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

*Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?*

No

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**ITEM 14 – Directions under Part 3A**

*Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?*

No

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**ITEM 15 – Site compatibility certificates and conditions for seniors housing**

*(a) Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?*

No

*(b) Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?*

No

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**ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments**

*Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?*

No

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**ITEM 17 – Site compatibility certificates and conditions for affordable rental housing**

*1. Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?*

No

*2. Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of consent to a development application in respect of the land?*

No

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**ITEM 18 – Paper subdivision information**

*Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?*

No

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#### ITEM 19 – Site verification certificates

***Has Council been made aware of a current site verification certificate that has been issued in respect of the land?***

No

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#### ITEM 20 – Loose – fill asbestos insulation

***Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?***

No

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#### ITEM 21 – Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

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#### ITEM 22 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* applies, whether the land is –

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b) shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c) shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d) in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

The land is not affected.

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#### NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

***Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-***

- (a) ***At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***

No

- (b) ***At the date of this certificate, is the land to which this certificate relates subject to a management order?***

No

- (c) ***At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***

No

- (d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No

- (e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

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## GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

---

Hamish McNulty  
**GENERAL MANAGER**