

## Contract for the sale and purchase of land 2018 edition

TERM MEANING OF TERM NSW Duty:  
 vendor's agent Waters & Carpenter Phone: 9649 0238  
 112 South Parade, Auburn NSW 2144

co-agent

vendor Virender Kumar and Laxmi Sharma

vendor's solicitor All Round Conveyancing Phone: (02) 8021 9738  
 152 Woodburn Road, Berala NSW 2141 Fax: (02) 8021 9739  
 Email: joanne@allroundconveyancing.com.au Ref: JD:218086

date for completion 42 days after the date of this contract (clause 15)

land (address, plan details and title reference) 1/277 Park Road, Auburn NSW 2144  
 Lot 1 in Strata Plan 5459  
 Folio Identifier 1/SP5459

☐ VACANT POSSESSION ☐ subject to existing tenancies

improvements ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☒ other: Townhouse

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

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

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove  
☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment  
☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna  
☐ curtains ☐ other:

exclusions

purchaser

purchaser's solicitor

price \$  
 deposit \$ (10% of the price, unless otherwise stated)  
 balance \$  
 contract date (if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

## Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

SECTION 66W CERTIFICATE

I,  
of \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to  
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with  
reference to a contract for the sale of property at 1/277 Park Road, Auburn NSW 2144, from  
**Virender Kumar, Laxmi and Laxmi Sharma**  
to \_\_\_\_\_  
in order that there is no cooling off period in  
relation to that Contract.
3. I do not act for Virender Kumar, Laxmi and Laxmi Sharma and am not employed in the legal  
practice of a solicitor acting for Virender Kumar, Laxmi and Laxmi Sharma nor am I a member or  
employee of a firm of which a Solicitor acting for Virender Kumar, Laxmi and Laxmi Sharma is a  
member or employee.
4. I have explained  
to \_\_\_\_\_ :
  - (a) The effect of the Contract for the purchase of that property;
  - (b) The nature of this Certificate; and
  - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period  
in relation to the Contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

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

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

**2 Deposit and other payments before completion**

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



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

- 7 Claims by purchaser**  
The purchaser can make a claim (including a claim under clause 6) before completion only by *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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund 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 a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing Rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents of 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>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

1/277 PARK RD AUBURN NSW 2144

## ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

Between: Virender Kumar and Laxmi Sharma

And:

---

### 31. 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 or livestock;
  - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - b. A bid for the Vendor cannot be made unless the auctioneer has, before number of bids that may be made by or on behalf of the vendor;
  - c. The highest bidder is the purchase, 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 vendor;
  - 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; and
  - 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 bidder's record and display an identifying number when making a bid;
  - b. Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - c. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces "vendor bid".
3. The following conditions, in addition to those prescribed by subclause 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator;
  - a. More than one vendor bid may be made to purchase interest of co-owner;
  - b. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - c. Before the commencement of the auction, the auctioneer must announce that bid to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and

- d. Before the commencement of the auction, the auctioneer must announce the bidder registration number off any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- 4. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction was conducted, or the vendor the full amount of the purchase price:
  - a. If amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; of
  - b. If that amount cannot reasonable be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

Unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

### **32. Conflict Between Provisions**

If there is any inconsistency between the typed additional clauses and any clause of this printed Contract for Sale of Land, the typed additional clauses will prevail.

### **33. Amendment to Printed Form of Contract**

- a. Clause 1, definition of "requisition": substituting the words "(but the term does not include a claim)" with words "or claim".
- b. Clause 4.1: the word "Normally" shall be deleted.
- c. Clause 4.1.1: is to be inserted as follows "Should the Transfer not be submitted in accordance with Clause 4.1 and settlement is delayed as a result of the failure to comply with Clause 4.1, the Vendor shall be entitled to enforce the provisions of Special Condition 41(a) herein.
- d. Clause 7.1.1: replacing the reference "5%" with "1%".
- e. Clause 16.5 is amended by deleting "plus another 20% of that fee".
- f. Clause 16.8: is to be deleted in its entirety.
- g. Clause 18.7: is to be deleted in its entirety.
- h. Clause 23.6: is to be deleted in its entirety.

### **34. Warranty as to Agent**

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person who may be entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor through breach of this warranty. This clause shall not merge on completion.

### **35. Purchaser Acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- a. In its present condition and state or repair subject to fair wear and tear as provided in clause 10.1.4;

- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, with the Local Government Act or any Ordinance under the Act in respect of any building on the land. The purchaser acknowledges that they are purchasing the property as a result of their own inspection and enquiries.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

### **36. Representations and Warranties**

Subject to the provisions of Section 52A of the Conveyancing Act 1919, as amended, the purchaser represents and warrants that in entering into this contract:

- a. The purchaser has not entered into this contract as a result of any representation, whether oral or in writing, by the vendor or anyone on the vendor's behalf, except as provided in this contract;
- b. The purchase has relied entirely on his own enquiries relating to the property prior to entering into this contract including the obtaining of independent legal advice and he has satisfied himself as to the obligations and rights of the purchaser under this contract;
- c. The purchaser specifically warrants that he has not entered into this contract in reliance on any statement, representation, promise or warranty made by the vendor or on its behalf in respect of:
  - i. The fitness or suitability of the property and improvements for any use other than the use permitted by Council; or
  - ii. Any financial return or income to be derived from the property.

### **37. Death or Insolvency**

Without in any way limited, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- a. Dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- b. Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

### **38. Reduced Deposit**

The purchaser acknowledges that:

- a. This contract requires payment of a deposit equal to 10% of the price on the date of this contract.
- b. If the vendor accepts an instalment payment of deposit which is less than 10% of the price, the purchaser must pay to the vendor an additional amount equal



to the balance of 10% of the price immediately upon demand by the vendor or failing such demand in accordance with Clause 53 hereof.

- c. Acceptance by the vendor of payment of the deposit by instalment will not prejudice or waive any other rights which the vendor has in relation to this contract.

**39. Release of Deposit**

The purchaser agrees to release to the vendor the deposit money paid herein for the payment of a deposit on the purchase of another property or so much that is required, provided however that such deposit moneys shall be payable only to a real estate agents trust account or the trust account of a solicitor.

**40. Notice to Complete**

Should either party not complete within the time specified in this contract then the other party shall be at liberty to issue a Notice to Complete requiring completion of this contract within fourteen (14) days making time of the essence of this contract. Service of any such notice may be effected in accordance within the provisions of clause 20 hereof or where either party's solicitors or representatives have facsimile facilities by facsimile transmission to any such solicitor or representative.

**41. Purchaser's Default**

It is an essential term of this Contract that in the event that completion does not take place by the completion date and provided that the delay in completion is not attributable to the Vendor then:

- a. The Purchaser agrees that it will pay to the Vendor interest calculated at the rate of 10% per annum on the balance of purchase monies outstanding hereunder on a daily rate, such interest to be calculated from the date provided for completion until the actual date of completion.
- b. The Purchaser agrees to pay as an adjustment on settlement the sum of \$220.00 representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete upon the Purchaser.

**42. Settlement Default**

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

**43. GST (Residential)**

If the vendor incurs a liability to pay Australian Goods and Services Tax or a tax on supply or similar tax (GST) in connection with this contract the purchaser must pay to the vendor on completion of this contract or on such other date as the vendor nominates in addition to the price the amount of the GST, which amount will be deemed to be part of the balance of purchase money due and payable. This clause will not merge on completion.

**44. Existing Services**

The Purchaser will acquire the subject property as presently effected by all existing water, sewerage, drainage, plumbing, gas, electricity, telephone communication and other installations, systems and services (if any) hereinafter called "the services"

together with any associated easements, pipes, mains, channels, cables, wires or connections whether above or underground, as shall presently exist and the Purchaser shall make no objection, requisition or claim for compensation regarding the nature, location, availability or non-availability of the services or any of them.

**45. Removal of Charge Prior to Completion**

The Purchaser shall not be entitled to require the Vendor prior to settlement to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is affected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing prior to completion and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that at the time such notice is issued or at any time until completion there is a charge on the property for any rate, tax or outgoings.

**46. Vendor Disclosure**

The purchaser acknowledges and agrees that the disclosure by the vendor is sufficient disclosure for the purpose of Section 52A of the Conveyancing Act 1919 and he purchase agrees and acknowledges that he shall take title subject thereto and shall not rescind this Agreement, terminate, make any objection, requisition or claim for compensation in respect thereof and shall not be entitled to delay completion of this Agreement because of the failure not be entitled to delay completion of this Agreement because of the failure of the Local Council to issue a 149D Certificate with respect to the property.

**44. Smoke alarms**

The property has smoke alarms installed.

**45. Swimming Pool**

There is no swimming pool on the property.

**46. Deposit Bond**

- a. The word "bond" means the Deposit Guarantee issued to the vendor at the request of the purchaser by the bond provider.
- b. Subject to paragraphs (c) and (d) below, the delivery of the bond, upon or before the making of this agreement to the person nominated in this agreement to hold the deposit shall, to the extent of the amount guaranteed under the bond, be deemed to be payment of the deposit in accordance with this contract.
- c. The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed Bank Cheque on the completion date or at such time as may be provided for the deposit to be accounted for to the vendor.
- d. If the vendor serves on the purchase notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the bond provider, the purchaser must forthwith pay the deposit (or so much as has not been paid) to the person nominated in this contract to hold the deposit.
- e. The vendor acknowledges that payment under the bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under paragraph (d) above.

**47. Electronic Settlement**

- a. The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- b. The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- c. Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- d. Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- e. Settlement takes place when the financial settlement takes place.
- f. Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- g. If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day, the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- h. Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**48. Deposit by instalments**

The purchaser will pay the 10% deposit of \$ \_\_\_\_\_ as follows:

- a. \$ \_\_\_\_\_ to the vendor's agent as stakeholder on or before the contract date;
- b. \$ \_\_\_\_\_ to the vendor's agent as stakeholder on or before the end of the cooling off period;
- c. \$ \_\_\_\_\_ on the earlier of:
  - i. Completion;
  - ii. 3pm on the completion date; or
  - iii. Immediately upon the termination of this contract for any reason.

**49. Cooling off period**

The parties agree that for the purposes of section 66ZB of the Conveyancing Act 1919 the cooling off period is extended from five business days to \_\_\_\_\_ business days.

**50. Completion Date**

Completion of this contract shall take place on the earlier of:

- a. Three (3) months from the Contract Date; or
- b. On or before the expiration of two (2) weeks after written notification by the Vendor's Solicitor requiring completion on the date specified in that notice.

# GLOBALX INFORMATION PTY LTD

Level 6, 410 Ann Street, Brisbane QLD 4001. Phone: 1300 885 662 Fax: 1300 727 565

<http://www.globalx.com.au>

Note: Information contained in this document is provided by GlobalX Information Pty Ltd (ABN 99 073 436 414)  
[www.globalx.com.au](http://www.globalx.com.au) an approved broker.

## LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/SP5459

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/2/2017	9:28 AM	10	18/5/2010

LAND

-----

LOT 1 IN STRATA PLAN 5459  
AT BERALA  
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

-----

VIRENDER KUMAR

LAXMI SHARMA

AS JOINT TENANTS

(T AF472805)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP5459
- 2 AF472806 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

All Round Conveyancing

PRINTED ON 24/2/2017

GlobalX Information Services Pty Ltd (ABN 99 073 436 414) 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.  
\* 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.

© State of New South Wales through the Department of Lands 2017

# GLOBALX INFORMATION PTY LTD

Level 6, 410 Ann Street, Brisbane QLD 4001. Phone: 1300 885 662 Fax: 1300 727 565

<http://www.globalx.com.au>

Note: Information contained in this document is provided by GlobalX Information Pty Ltd (ABN 99 073 436 414)  
[www.globalx.com.au](http://www.globalx.com.au) an approved broker.

## LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP5459

SEARCH DATE	TIME	EDITION NO	DATE
24/2/2017	9:45 AM	2	22/11/2013

### LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 5459  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BERALA  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP5459

### FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 5459  
ADDRESS FOR SERVICE OF DOCUMENTS:  
277 PARK ROAD  
BERALA 2144

### SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
- 3 BK 1393 NO 990 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 BK 1428 NO 343 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 P277550 CHANGE OF BY-LAWS
- 6 AG201984 CHANGE OF BY-LAWS
- 7 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 8 A1183966 CHANGE OF BY-LAWS

### SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 48)

#### STRATA PLAN 5459

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 1		2 - 1		3 - 1		4 - 1	
5 - 1		6 - 1		7 - 1		8 - 1	
9 - 1		10 - 1		11 - 1		12 - 1	
13 - 1		14 - 1		15 - 1		16 - 1	
17 - 1		18 - 1		19 - SP6086		20 - SP7025	

END OF PAGE 1 - CONTINUED OVER

All Round Conveyancing

PRINTED ON 24/2/2017

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP5459

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 48) (CONTINUED)

STRATA PLAN 5459

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	-	SP7025					

STRATA PLAN 6086

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
191	-	2		192	-	2	
195	-	2		196	-	2	
199	-	2		197	-	2	
				198	-	2	

STRATA PLAN 7025

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

All Round Conveyancing

PRINTED ON 24/2/2017

GlobalX Information Services Pty Ltd (ABN 99 073 436 414) 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.

\* 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.

© State of New South Wales through the Department of Lands 2017



**STRATA PLAN No. 5459**  
**ANNEXURE TO SHEET Nº1**

 CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 5459

FEET INCHES	METRES
- 5 1/2	0.14
- 6	0.205
1 -	0.305
1 6	0.455
1 11 1/8	0.585
2 4	0.71
3 -	0.915
3 6	1.065
9 9	2.97
10 5	3.175
13 -	3.96
14 -	4.265
14 8	4.47
16 -	4.875
18 -	5.485
19 4	5.895
20 -	6.095
20 1 1/2	6.135
20 8	6.3
21 1 1/2	6.44
22 -	6.705
24 3 1/2	7.405
27 9 1/2	8.47
28 6 1/2	8.7
30 11	9.425
60 1 1/2	18.325
60 2	18.34
101 6	30.935
101 19 1/4	31.045
126 -	36.405
307 6	93.73
308 10	94.13

SQ FT	SQ M
165	15.3
380	35.3
545	50.6
925	85.9
1570	145.9
4905	455.7

Schedule of Unit Entitlement		OFFICE USE ONLY
		Current C's of T.
Lot Nº	Unit Entitlement	Vol. Fol.
1	1	11655- 2
2	1	11655- 3
3	1	11655- 4
4	1	11655- 5
5	1	11655- 6
6	1	11655- 7
7	1	11655- 8
8	1	11655- 9
9	1	11655- 10
10	1	11655- 11
11	1	11655- 12
12	1	11655- 13
13	1	11655- 14
14	1	11655- 15
15	1	11655- 16
16	1	11655- 17
17	1	11655- 18
18	1	11655- 19
19	18	<del>11655- 20</del>
20	6	11655- 21
21	6	11655- 22
AGGREGATE		48

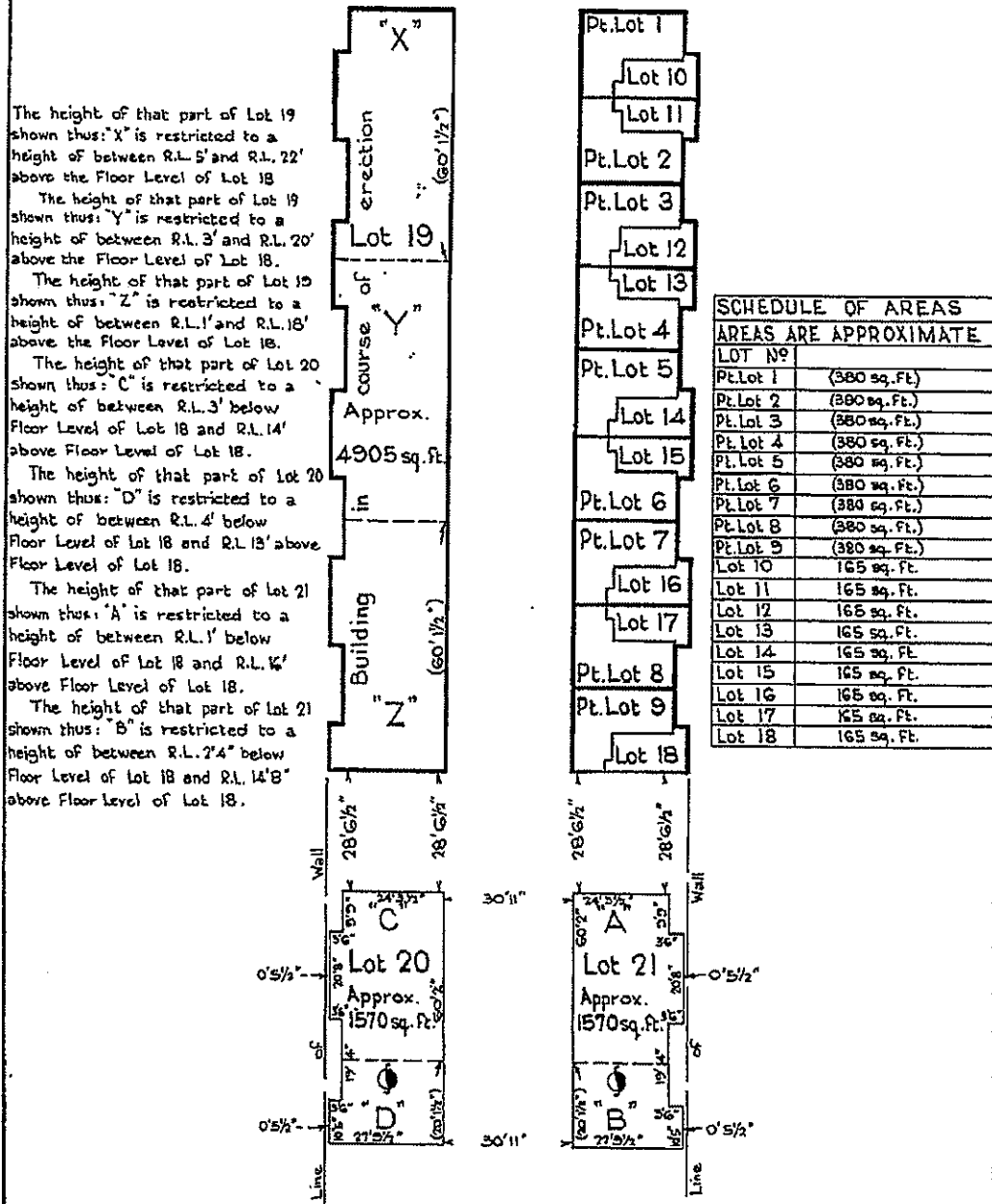
S.P. 6086

SP7025

  
 Deputy Council Clerk.



**STRATA PLAN No. 5459 .**  
**GROUND FLOOR**  
 Scale: 30 Feet to an inch.



Lot 20 & 21  
 Open Space : Building to be erected.

*[Signature]*  
 Deputy Council Clerk.

SHEET No. 4 OF 4 SHEETS

STRATA PLAN No. 5459  
FIRST FLOOR  
SCALE: 30 feet to an inch.

Pt.Lot 1 (Approx. 545 sq.ft.)
Pt.Lot 2 (Approx. 545 sq.ft.)
Pt.Lot 3 (Approx. 545 sq.ft.)
Pt.Lot 4 (Approx. 545 sq.ft.)
Pt.Lot 5 (Approx. 545 sq.ft.)
Pt.Lot 6 (Approx. 545 sq.ft.)
Pt.Lot 7 (Approx. 545 sq.ft.)
Pt.Lot 8 (Approx. 545 sq.ft.)
Pt.Lot 9 (Approx. 545 sq.ft.)

SCHEDULE OF AREAS	
Total Areas of Lots	
Lot. No	Approximate Area
1	525 sq. ft.
2	525 sq. ft.
3	525 sq. ft.
4	525 sq. ft.
5	525 sq. ft.
6	525 sq. ft.
7	525 sq. ft.
8	525 sq. ft.
9	525 sq. ft.

  
Deputy Council Clerk

See RSP 166 4132 Fol 178 (App. 166 24344)

CONVEYANCE.

No. 490 Book 1393

New South Wales  
Sta. Pondos  
Stamp Duty.  
J.25. 3. 21. K.

THIS DEED made the thirteenth day of March one thousand nine hundred and twenty five .  
BETWEEN EDGAR ALBERT SANDERSON EDWARDS of Riverstone in the State of New South Wales .  
Clerk (hereinafter called the Vendor) of the one part and ERIC EDWARD LEPS of Lidcombe in  
the said State (hereinafter called the Purchaser) of the other part WITNESSETH  
that in consideration of the sum of Seven hundred and forty four pounds fifteen shillings  
paid by the said Purchaser to the said Vendor (the receipt whereof is hereby acknowledged)  
the said Vendor as beneficial owner doth hereby convey unto the said Purchaser in fee .  
simple ALL THAT piece or parcel of land situated at Auburn in the Municipality of Auburn  
Parish of Liberty Plains County of Cumberland and State of New South Wales by the herein-  
after mentioned several dimensions a little more or less being part of Lot One of a resub-  
division of Lot Nine of Section twenty three of the Enicholm Estate COMMENCING at a point  
on the Eastern building line of Harwood Road being the South Eastern corner of the said .  
Lot Nine and bounded thence on the West by a line bearing North one hundred and fifty one  
feet two inches thence on the North by a line bearing Easterly for one thousand and four-  
teen feet nine inches thence on the East by a line being the end of a right of way and the  
rear boundary of Lot three of said resubdivision bearing Southerly for eighty seven feet  
six inches thence on the North by a line being the southern boundary of said Lot three .  
bearing Easterly for three hundred and six feet nine inches to Park Road thence on the .  
East by that Road being a line bearing Southerly for sixty nine feet four inches thence on  
the South by a line being Southern boundary of said Lot Nine bearing Westerly for one .  
thousand three hundred and twenty feet three inches to the point of commencement together  
with a right of way commencing on the Western building line of Park Road at a point one  
hundred and ten feet Southerly from the North East corner of said Lot Nine and bounded .  
thence on the North by a line bearing Westerly for three hundred and seven feet eight and  
one half inches thence on the West by a line bearing Southerly for sixteen feet thence .  
on the South by a line bearing Easterly for three hundred and seven feet six and one half  
inches to Park Road aforesaid and thence on the East by that Road bearing Northerly for  
sixteen feet to the point of commencement IN WITNESS whereof the said Edgar Albert  
Sanderston Edwards hath hereunto subscribed his name and affixed his seal the day and year  
first hereinbefore written.

Schedule of documents covenanted to be produced by the  
Vendor (Covenantor) to the Purchaser (Covenantee)

- |       |                 |  |
|-------|-----------------|--|
| 1892. | February 4th.   | Conveyance made between John August Holsten of first part<br>William Hinde Fox Kemp of the second part and Sarah Sophia<br>Kemp of the third part registered Number 815. Book 509.                             |
| 1893. | September 22nd. | Indenture of Mortgage Sarah Sophia Kemp of the first part Rich-<br>ard Hinde Fox Kemp of the second part and James William Johnson<br>and James Scroggie of the third part Registered Number 741.<br>Book 522. |
| 1904. | March 10th.     | Conveyance made between James William Johnson and James Scroggie<br>of the first part Emma Parkison of the second part and William<br>James Robinson of the third part registered Number 771. Book 754.        |
| 1904. | December 15th.  | Mortgage William James Robinson<br>to Elizabeth Valford, Sydney  |

E E Appd

Russell Walford and Leslie Nichol Walford Registered Number 290. Book 772.  
1938. February 18th.. Discharge of above Mortgage Number 557. book 680.  
1938. February 18th.. Mortgage William James Robinson to Edwin Hallett Fieldhouse and William Fieldhouse Registered Number 558. book 450.  
1911. June 15th.. Discharge of above Mortgage Registered Number 946. book 927.  
1911. June 15th.. Conveyance William James Robinson to Marion Hall registered 947. book 927.  
1911. June 15th.. Mortgage Marion Hall to The Trustees Industrial and Provident and Permanent Benefit Building and Investment Society registered Number 948. book 927.  
1917. May 29th.. Discharge of above Mortgage registered Number 131. book 1107.  
1918. February 2nd.. Mortgage Marion Hall to The Trustees Industrial and Provident Benefit Building and Investment Society Registered Number 616 book 1121.  
1920. November 12th.. Discharge of above Mortgage Registered Number 382. book 1206.  
1920. December 23rd.. Mortgage Mary Ann Hall to Percie Rothwell Registered Number 247. book 1243.  
1922. July 11th.. Discharge of above Mortgage Registered Number 907. book 1267.  
1922. July 31st.. Mortgage Mary Ann Hall to Percie Rothwell Registered Number 147. book 1265.  
1923. February 16th.. Discharge of above Mortgage Registered Number 911. book 1292.  
1923. February 16th.. Conveyance Mary Ann Hall to Edgar Albert Sanderson Edwards Registered Number 916. Book 1294.  
1925. February 12th.. Declaration of Fred Hayes of search for Mortgage Number 470. Book 517.  
1926. February 9th.. Mortgage Edgar Albert Sanderson Edwards to The Bank of Australasia Registered Number 275. Book 1294.

SIGNED SEALED AND DELIVERED by the said )  
EDGAR ALBERT SANDERSON EDWARDS in the )  
presence of, )

EDGAR A. E. SANDERSON

(L-3)

A. M. DICKINSON  
Attended Clerk to  
Macgregor & Palmer  
Solicitors. Sydney.

Robert Henry Taylor of Sydney in the State of New South Wales Clerk to Messieurs Pigott Stinson & Co. of Sydney in the State aforesaid Solicitors being duly sworn maketh oath and saith:- The writing contained above and on the preceding page has been compared by me with the original Conveyance and is a true copy thereof.

SWORN at Sydney this *twelfth* day of *July* One thousand nine hundred and twenty five Before me

*Walter L. L. L.*  
Deputy Registrar.

RECEIVED into the Registration of Deeds Office at Sydney the *twelfth* day of *July* One thousand nine hundred and twenty five at *four* minutes past *ten* o'clock in the *fore* noon from *Robert Henry Taylor* Clerk to Messieurs Pigott Stinson & Co. of 26 Castlereagh Street Sydney Solicitors

*Walter L. L. L.*  
Deputy Registrar.



*Ma Mary Stephens* of Sydney in the State of New South Wales Clerk with Messieurs  
Pigott, Stinson, Macgregor & Palmer of Sydney in the State aforesaid Solicitors being  
duly sworn maketh oath and saith :- The writing contained on the preceding page has been  
compared by me with the original Conveyance and is a true copy thereof.

SWORN at Sydney this *twenty-sixth* day of *May* *Ma Mary Stephens*  
One thousand nine hundred and  
twenty six Before us

*Robert L. C. J.*  
DEPUTY REGISTRAR.

RECEIVED into the Registration of Deeds Office at Sydney the *twenty-sixth* day of  
*May* One thousand nine hundred and twenty six at *twenty* minutes past  
*three* o'clock in the *afternoon* from *Ma Mary Stephens* Clerk to  
Messieurs Pigott, Stinson, Macgregor & Palmer of 26 Castlereagh Street Sydney Solicitors.

*Robert L. C. J.*  
DEPUTY REGISTRAR.

75 MAY 27

Straits Titles Act, 1973

P 277550

14.00

## NOTIFICATION OF CHANGE OF BY-LAWS

\* State whether  
"majority",  
"special",  
or "unanimous".

In pursuance of the Straits Titles Act, 1973, The Proprietors — Straits Plan No. 6086 and 5459  
hereby certifies that by unanimous resolution, duly passed on 25th March, 1975,  
it changed its by-laws as follows:—

### Repeal 3.

A council shall cause a notice-board to be affixed to some part of the common property.

### Repeal 4.

For not less than twenty-four hours ending immediately before a council holds a meeting it shall cause a notice of its intention to hold the meeting, containing the agenda for the meeting, to be displayed on the notice board.

### Repeal 5 (a).

Where the council has complied with by-law 4 with respect to any meeting.

### Repeal 6.

A council shall cause—

Set out Terms  
of Resolution

- (a) a copy of the minutes of a meeting of the council to be displayed on the notice-board within forty-eight hours after that meeting; and
- (b) a copy of a minute of any resolution passed pursuant to by-law 5 to be so displayed within forty-eight hours after the passing thereof, and to be kept so displayed for a period of not less than fourteen days.

### Additional by-laws.

28. The council of the body corporate may obtain such assistance in administration as it deems necessary by way of legal advice, purchase of publications or membership of an association or other organisation, whether incorporated under the Companies Act or not.
29. The term "committee" wherever used, shall refer to the council of the body corporate and "committee meeting" shall refer to a meeting of the council.
30. A company which is a member of the corporate body may by proxy appoint such person as it thinks fit as its representative on the council, provided that notice in writing of his appointment shall have been given to the council.
31. The council of the body corporate may delegate such of its powers and duties as it thinks fit to any member of the council.
32. Where two or more persons be the proprietors of any lot, the word "proprietor", wherever used in any by-law, shall mean and include each, every and any one of such proprietors and words importing the masculine gender shall include the feminine or neuter gender as the case may require.
33. Each proprietor not in occupation of his lot shall notify in writing to the secretary of the body corporate an address for service, failing which the posting of all notices to his lot or the leaving of same in the letter box for his lot shall, for all purposes, constitute effective service on him.

The Common Seal of The Proprietors — Straits Plan No. \_\_\_\_\_

was hereunto affixed on \_\_\_\_\_

In the presence of \_\_\_\_\_

being the person(s) authorised by Section 55 of the Straits Titles Act, 1973, to

attest the filing of the Seal.

Home Unit  
Owners  
Association

Form 9

Eden Park Pty. Ltd., Printers, Telok Ayer, 2071

8322-86

RM. 5/3

P 277550

x Telm Paul G'DONOGHVE,  
17/247 Park Rd,  
Auburn 2144 646-1762

Additional by-laws continued.

34. Any successor in title and any proprietor who leases or licenses his lot shall notify the secretary within fourteen days of any such change of title, lease or licensee.
35. A proprietor shall supply such copies of the by-laws at any time or times required by him, his Mortgagee or purchaser for any purpose and in the event of his selling or leasing his lot or lots shall supply a copy to the purchaser or lessee as the case may be.
36. When the purpose for which a lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan as residential purposes, a proprietor or occupier shall not use a lot or any part of a lot or the common property for any other purpose or permit the same so to be used.
37. Without in any way limiting the generality of his liability otherwise howsoever, each proprietor shall be responsible for, and bear and pay upon demand of the body corporate, the reasonable and proper cost of the body corporate making good all disrepair of or damage to the common property caused by his wilful act or carelessness or by that of any licensee, invitee or contractor of his.
38. (a) No vehicle other than a proprietors or tenants vehicle which is solely for private purposes is allowed on any parking space or common property, except where parking spaces are expressly marked for visitors' cars;  
(b) Vehicles must be driven slowly and quietly on the property and care must be taken to minimise noise of garage doors;  
(c) Garage doors must remain closed when not in use.  
(d) Vehicles shall be parked in the garage or on the drive strips leading to the garage, no vehicle shall be parked on the common driveway.
39. Subject to clause 16 (a) and (b) a proprietor or occupier of a lot shall not affix or erect any sign, structure, fixture or fitting of any kind on any visible part of his lot or the common property or make any structural alteration to his lot or the common property without prior approval by unanimous resolution of the body corporate.
40. No waste paper, cartons or other rubbish may be left in any room, enclosure or anywhere on the common property, except in approved garbage receptacles.
41. Each proprietor or tenant shall ensure that oil or other staining shall not be spilled on the driveways of common property and shall be responsible for the removal of all such stains upon request of the body corporate.
42. Notwithstanding anything in these by-laws contained or implied each proprietor shall strictly observe and comply with the provision of all house rules from time to time made by the council of the body corporate relating to the general conduct and use of the building and the common property and all personal property owned by the body corporate and the behaviour of the proprietors and occupiers both on the common property and within their lots.
43. All matters for consideration by the council of the body corporate must be addressed in writing to the secretary.

The Common Seal of The Proprietors - Strata Plan No. 6086 4545

was hereunto affixed on 25th May 1995

in the presence of [Signature] [Signature]  
being the person(s) authorised by Section 55 of the Strata Titles Act, 1973, to attest the fixing of the Seal.





*P277550*

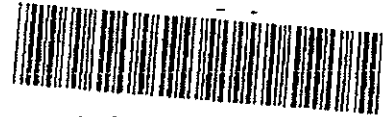
<div>DEPARTMENTAL USE ONLY</div> <div><i>Notification of Change of My Law</i></div>		TO BE COMPLETED BY LODGING PARTY	
		Lodged by: <i>John Paul O'Donoghue</i>	
		Address: <i>17/277 Park Rd.</i>	
		Phone No.: <i>2194</i>	
		Documents lodged herewith	
		1. <i>CT - O R 12/11/75</i>	
		2. _____	
		3. _____	
		4. _____	
		5. _____	
Checked <i>04</i>	REGISTERED  <i>11-11-1975</i>	Received Documents _____	
Passed			
Signed <i>[Signature]</i>	<i>Jawataon</i> Registrar General	Receiving Clerk	

*F.w.*

Form: 15CB  
Licence: 98M111  
Edition: 0702

## CHANGE OF BY-LAWS

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



AG201984E

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) FOLIO OF THE REGISTER

For the common property

SP 5459  
Vol. 8519 Fol. 209

(B) LODGED BY

Document  
Collection  
Box

1W

Name, Address or DX, Telephone, and LLPN if any

A. K. N. STRATA MANAGEMENT  
P.O. BOX 355 ROUND CORNER 2158

Reference (optional):

CODE

CB

(C) The Owners-Strata Plan No. 5459 certify that pursuant to a resolution passed on 22nd July 2010 and in accordance with the provisions of—

(D) • section 54 of the Community Land Management Act 1989

- section ..... of the Strata Schemes (Freehold Development) Act 1973
- section - 52 - ..... of the Strata Schemes Management Act 1996
- order No ..... of the Strata Schemes Adjudicator
- order No ..... of the Strata Schemes Board

the by-laws are changed as follows—

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

Added by-law No 43

Amended by-law No .....

as fully set out below:

SEE ANNEXURE "A" & "B"



(F) The common seal of the Owners-Strata Plan No. 5459 was affixed on 19.4.2011 in the presence of—

Signature(s) .....

Name(s) .....

TONY CONIDES JP, ARES.

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

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

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

Signature of authorised officer .....

Name of authorised officer .....

Position of authorised officer .....

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 5

A set of instructions for completing this form is available from the Department of Lands, Land and Property Information Division.

A & N Enterprises NSW Pty Ltd



*Members of the REI of NSW  
Members of the ISTN  
Associate members of the ARES  
Specialist in Strata Management  
Set up Strata Schemes  
Reasonable fees & charges*

A & N Strata Management  
ABN 64 114 194 268  
PO Box 355  
Round Corner  
NSW 2158  
Tel: (02) 9654-3731  
Fax: (02) 9654-3732

## ANNEXURE "A"

### STRATA PLAN No.5459

#### "Special bylaw No 43" — Windows & Security Screens.

##### (1) Definitions

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - (A) 'Act' means the *Strata Schemes Management Act 1996* (NSW);
  - (B) 'Lot' refers to the Lots in SP5459 that are enumerated in Schedule "A" contained in this bylaw;
  - (C) 'Exclusive Use Area' means the timber windows detailed in Schedule "A" including their structure & ancillaries comprising each timber window and points of attachment onto the common property;
  - (D) 'Owner' means the owner for the time being of each Lot as detailed in Schedule "A" and includes any subsequent owners or beneficiaries to the title;
  - (E) 'Schedule "A"' refers to the list attached and forming part of this bylaw defining the Lots included in this bylaw and the windows involved for each Lot the subject of this bylaw;
- (ii) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

##### (2) Rights

Pursuant to s52 of the Strata Schemes Management Act 1996 each owner included in Schedule "A" (Annexure "B") is conferred with the exclusive use and enjoyment of the "Exclusive Use Area" of his own "Lot" as defined and detailed in Schedule "A".

##### (3) Conditions of approval

THE APPROVAL IS SUBJECT TO the due observance and performance by each Owner of the lots enumerated in Schedule "A", of all bylaws registered for SP5459 and of the following conditions and obligations:

- (i) The rights conferred by this bylaw are free from any License or other fee payable by the owners of the Lots involved.
- (ii) The Owner of the Lots involved shall indemnify the owners corporation against the following:
  - (A) any sum payable by the owners corporation by way of increased premiums for effecting and maintaining

A & N Enterprises NSW Pty Ltd



*Members of the REI of NSW  
 Members of the LSTA  
 Associate members of the AREI  
 Specialist in Strata Management  
 Set up Strata Schemes  
 Reasonable fees & charges*

A & N Strata Management  
 ABN:64 114 194 268  
 PO Box 355  
 Round Corner  
 NSW 2158  
 Tel: (02) 9634-3751  
 Fax: (02) 9634-3732

- building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the relevant area of the common property;
- (B) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the use or abuse of the exclusive area allocated to the Lots detailed in Schedule "A";
  - (C) any liability for damage to the exclusive use area caused by the owners corporation in undertaking any work referred to in s 65 of the *Act* or in exercising the power of entry for purposes of or related to necessary repairs;
- (iii) (A) Each Owner involved shall maintain and repair at his own expense the defined "exclusive use area" including the painting, replacing of glass panes, locking and operating mechanism & the entire structure and ancillaries of the windows involved.
- (B) The Owner shall keep the defined windows in a good, clean and serviceable repair and condition at all times.
  - (C) The at the time owners shall be entitled to retain the installed security screens and shall be liable at all times for the maintenance or replacement of the same.
  - (D) no replacement of any window shall be undertaken without the prior written approval of the owners corporation.
- (iv) Each individual owner must comply with statutory bylaw 17 at all times;
  - (v) The Owner must not assign, sub-let or part with possession of the Exclusive Use Area or any part thereof;
  - (vi) Nothing contained in this bylaw shall be construed so as to release any of the Owners or occupants of the lots detailed in Schedule "A" from their obligation to comply with the *Act*, Fire Regulations or the bylaws applicable to the Strata Scheme;
  - (vii) It is the individual owner's responsibility to employ contractors, to perform any work on the exclusive area, that are licensed for the work undertaken and appropriately insured for workers compensation, public liability and other necessary insurances.
  - (viii) Notwithstanding anything herein contained, the owners corporation, its agents and servants may at all times enter upon such Exclusive Use Area for the purpose of inspecting and where necessary maintain, paint, repair & or replace the same;

A & N Enterprises NSW Pty Ltd




Members of the RET of NSW  
Members of the ESTM  
Associate members of the ARET

Specialist in Strata Management  
Set up Strata Schemes  
Reasonable fees & charges

A & N Strata Management  
ABN 64 114 194 268  
PO Box 355  
Round Corner  
NSW 2158  
Tel: (02) 9654-3751  
Fax: (02) 9654-3752

(viii) Bylaw default

Without prejudice to the other rights of the owners corporation, where the at the time owner/s of a lot, enjoying the rights and privileges allocated to them, fails or neglects to carry out any maintenance work or replacement as necessary and in compliance with the detailed conditions referred to herein then the owner's corporation or its agents, servants or contractors may enter upon any part of the Lot and carry out such repair as necessary, at any reasonable time on notice given to the owner/s and may recover the costs of fulfilling such obligations or conditions as a debt from the owners of the Lot pursuant to s63 of the Act.

  
TONY CONIDES



The Common Seal of the owners Corporation Strata Plan 5459 was hereto affixed on the 19<sup>th</sup> April, 2011 in the presence of Tony Conides being the person authorized by the Act and the Owners of SP5459 to attest the affixing of the Common Seal.

**ANNEXURE "B"**

**SP5459**

**Schedule "A" of Windows attached and forming part of Special Bylaw 43**

Unit 1	Front: One lower & one side window. Rear : One in Laundry & one in Kitchen.	4
Unit 2	NIL	0
Unit 3	Front: 1 One lower window.	1
Units 4, 5, 6, 7 & 8:	NIL	0
Unit 9	Front: 2 Lower & upper windows Rear: 2 lower windows	4
Unit 10	One side window & one front lower window	2
Unit 11	One lower front window	1
Unit 12	One rear window	1
Unit 13	One lower front window & one side window	2
Units 14, 15, 16, 17, 18 & 19:	NIL	0
Unit 20	Front one lower window & two upper windows. Rear: Two windows in Kitchen and Laundry.	3 2
Unit 21	NIL	0
Unit 22	One front lower & one side window	2
Unit 23	Two front windows	2
Unit 24	Two front windows	2

Form: 15CB  
Release: 3-2

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AI183966B**

**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/SP5459	
(B) LODGED BY	Document Collection Box 14 Name, Address or DX, Telephone, and Customer Account Number if any A & N Strata Management P.O.Box 355, Round Corner NSW 2158 Reference: Managing Agent	CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 5459 certify that pursuant to a resolution passed on 06 June 2012 and  
(D) in accordance with the provisions of s52 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 BYLAW No. 21  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

See attached "ANNEXURE A"

- (F) The common seal of the Owners-Strata Plan No. 5459 was sealed on 30 August 2013 in the presence of—

Signature(s): [Signature]

Name(s): Tony Conides



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

**ANNEXURE "A"**

**STRATA PLAN 5459.**

**SPECIAL BYLAW No.21**

Each proprietor within the Strata Scheme being Strata Plan 5459 is granted exclusive use and enjoyment of the special privileges in respect of the following items & equipment within the boundaries of their Lot:

1. Sinks, wash basins, bath tubs, spa baths and all their accessories, vanity units, laundry tubs, cisterns and toilet bowls, shower screens, all taps and bathroom accessories including motors and pumps, internal plumbing and pipes exclusively used by the lot, inclusive of sewage pipes from the point of connection within the unit to the junction where the individual pipes join the common pipes.
2. Hot Water Systems and ancillary piping and accessories where the lot is supplied from an individual unit that provides hot water to that Lot exclusively.
3. Lights and light fittings, power points, switches, alarms, exhaust fans, smoke detectors and aerial connections including all internal electrical installations and wiring used exclusively by the lot.
4. The installation and subsequent maintenance of any Cable Television or Data Transmission Systems & Satellites and associated wiring and accessories.
5. All unit doors, front entrance doors, patio doors, garage doors and their operating motors and mechanisms, windows, window furnishings and their working parts, window locks, flyscreens and letterboxes including their locks and any awnings installed.
6. The provision/replacement of all keys, swipe cards and remote transmitters for both common parking entry doors and individual garage doors.
7. All intercom units & their parts installed within the boundaries of the individual Lot but not including external wiring associated with that particular unit.
8. All glass including door and window glass to individual lots, mirrors, shower screens and mirror doors.
9. The rendering on all internal walls including the rendering of the internal part of common walls within the lot and associated skirtings, the plasterboard cladding on all ceilings, including cornices and ceiling roses if present, internal stair cases and railings.
10. Linen presses, built-in wardrobes, kitchen and other cupboards and all their working parts, including kitchen bench tops.
11. Air-conditioning units and ducting, air conditioning overflow pipes and holding brackets where the Lot is serviced by an individual unit that provides air conditioning to the Lot exclusively, ventilation systems, extraction fans and associated ducting and electrical controls.
12. All fixed wall and floor coverings within an individual Lot including all tiles & grouting and any waterproofing membranes associated therewith.
13. All timber or parquet flooring within the individual lot.
14. Stoves, including cook tops, under bench ovens, microwave ovens fan/heating units, dishwashers and any other appliances installed for the exclusive use of the Lot.

2 of 3

*[Handwritten signature]*





**Each Lot owner shall be responsible and liable for:**

- a. The upkeep, maintenance, repair, replacement and restoration of the above mentioned items as is necessary for the safety, control and good management of the individual Lot & the complex.
- b. For any increased premium charged resulting from the installation of any item installed by the individual owner whether within his Lot or on common property that directly or indirectly causes such an increase.
- c. For any excess imposed by the insurance for any claim for the restoration or replacement of any item that belongs to or is exclusively used by that individual lot.
- d. For compliance with any of the existing Bylaws as registered for SP8165.

In the event of an emergency where any of the above listed items warrant repairs or affect other owners within the complex and where the owner despite notification fails to make good the item in question then the Owners Corporation is fully empowered to attend to any repairs or replacement of the above mentioned items and recover any costs from the owner by entering the costs against the lot owner's account.



# Strata Schemes Management Act 1996 No 138

Repealed version for 1 March 2016 to 29 November 2016 (accessed 13 July 2018 at 09:28)

Schedule 1

## Schedule 1 By-laws

(Section 42)

**Note.** The matters that were previously contained in By-laws 1–11 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* have been included as provisions of this Act and are therefore no longer by-laws.

### 1 Noise

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

**Note.** This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 2 Vehicles

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

**Note.** This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 3 Obstruction of common property

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

**Note.** This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

**Note.** This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or

- (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

**Note.** This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **6 Behaviour of owners and occupiers**

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

**Note.** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

**Note.** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **8 Behaviour of invitees**

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

**Note.** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **9 Depositing rubbish and other material on common property**

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

**Note.** This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **10 Drying of laundry items**

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

**Note.** This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **11 Cleaning windows and doors**

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

**Note.** This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

**Note.** This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **13 Moving furniture and other objects on or through common property**

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

**Note.** This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **14 Floor coverings**

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

**Note.** This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **15 Garbage disposal**

An owner or occupier of a lot:

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

**Note.** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **16 Keeping of animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

*Note.* This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **17 Appearance of lot**

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

*Note.* This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **18 Notice-board**

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

*Note.* This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **19 Change in use of lot to be notified**

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



CUMBERLAND  
CITY COUNCIL

**APPLICANT:** Mr A Emeli  
112 South Parade  
AUBURN NSW 2144

**PLANNING CERTIFICATE**

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

---

**Property:** 1/277 Park Road AUBURN NSW 2144  
**Title:** Lot 1 SP 5459  
**Land No:** 34530  
**Certificate No:** PC2021/2520  
**Certificate Date:** 13/05/2021  
**Applicant's Ref:** SP5459

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**

---

## 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.

---

### 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

---

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

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

#### Auburn Zone R3 Medium Density Residential

##### Objectives of zone

To provide for the housing needs of the community within a medium density residential environment.

To provide a variety of housing types within a medium density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

##### Permitted without consent

Nil

##### Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

##### Prohibited

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

##### 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 R3 Medium Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a medium density residential environment.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor) Recreation facilities (outdoor); Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water recycling facilities

**4 Prohibited**

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies; Any other development not specified in item 2 or 3

**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

---

**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

---

**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.

---

**ITEM 4 – (Repealed)**

---

**ITEM 4A – (Repealed)**

---

**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

---

**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

---

**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

---

**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>(i)</i>  | <i>land slip</i> | No |
| <i>(ii)</i> | <i>bushfire</i>  | 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 |

---

**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

---

**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

---

**ITEM 9 – Contributions plans**

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

Cumberland Local Infrastructure Contributions Plan 2020

---

---

**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

---

**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

---

**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

---

**ITEM 11 – Bush fire prone land**

- |     |   |     |
|-----|---|-----|
| (a) | All of the land is bush fire prone land.  | No  |
| (b) | Some of the land is bush fire prone land. | No  |
| (c) | None of the land is bush fire prone land. | 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

---

**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

---

**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

---

---

**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

---

**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

---

**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

---

**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

---

**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

---

**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

---

**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

---

**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.

---

**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

---

## **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.

---

Peter J Fitzgerald  
**ACTING GENERAL MANAGER**