

# Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Network Australian Real Estate Auburn</b> 36 Auburn Road, Auburn, NSW 2144	<b>Phone: 02 9649 5566</b> <b>Fax: 02 9646 3333</b>
co-agent		
vendor	<b>Swingly Revsen Kuhu</b>	
vendor's solicitor	<b>Veronica Liu Conveyancing</b>  <b>PO Box 1011, Auburn NSW 1835</b>	<b>Phone: 02 9643 9889</b> <b>Fax: 02 8580 6111</b> <b>Ref: VL:0787</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the date of this contract (clause 15)</b> <b>186/2 Macquarie Road, Auburn, New South Wales 2144</b> <b>Registered Plan: Lot 186 Plan SP 61436</b> <b>Folio Identifier 186/SP61436</b>	

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:  
 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	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's solicitor

price \$ \_\_\_\_\_

deposit \$ \_\_\_\_\_ (10% of the price, unless otherwise stated)

balance \$ \_\_\_\_\_

contract date \_\_\_\_\_ (if not stated, the date this contract was made)

buyer's agent deposit to be invested  NO  Yes

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

**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)

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number****List of Documents**

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 service location diagram (pipes) <input checked="" type="checkbox"/> 9 sewerage service diagram (property sewerage diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 building certificate given under <i>legislation</i> <input type="checkbox"/> 14 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 15 brochure or warning (Home Building Act 1989) <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 29 property certificate for strata common property <input checked="" type="checkbox"/> 30 plan creating strata common property <input type="checkbox"/> 31 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 32 strata development contract or statement <input type="checkbox"/> 33 strata management statement <input type="checkbox"/> 34 leasehold strata - lease of lot and common property <input type="checkbox"/> 35 property certificate for neighbourhood property <input type="checkbox"/> 36 plan creating neighbourhood property <input type="checkbox"/> 37 neighbourhood development contract <input type="checkbox"/> 38 neighbourhood management statement <input type="checkbox"/> 39 property certificate for precinct property <input type="checkbox"/> 40 plan creating precinct property <input type="checkbox"/> 41 precinct development contract <input type="checkbox"/> 42 precinct management statement <input type="checkbox"/> 43 property certificate for community property <input type="checkbox"/> 44 plan creating community property <input type="checkbox"/> 45 community development contract <input type="checkbox"/> 46 community management statement <input type="checkbox"/> 47 document disclosing a change of by-laws <input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 49 document disclosing a change in boundaries <input type="checkbox"/> 50 certificate under Management Act – section 109 (Strata Schemes) <input type="checkbox"/> 51 certificate under Management Act – section 26 (Community Land)
<b>Swimming Pools Act 1992</b> <input type="checkbox"/> 24 certificate of compliance <input type="checkbox"/> 25 evidence of registration <input type="checkbox"/> 26 relevant occupation certificate <input type="checkbox"/> 27 certificate of non-compliance <input type="checkbox"/> 28 detailed reasons for non-compliance	<b>Other</b> <input type="checkbox"/> 52

## WARNING— SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

## 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.

## 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.

### 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.

## 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:

<p>Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas authority Land &amp; Housing Corporation Local Land Services Mine Subsidence Board</p>	<p>NSW Department of Education NSW Fair Trading NSW Public Works Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services Telecommunications authority Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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 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 \$2 million or more, 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.

## 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 or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

## AUCTIONS

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

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>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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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; 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.

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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.

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, 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;
  - if clause 31 applies, the *remittance amount*; and
  - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless 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* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) 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**

- 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 –  
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;  
 'contribution' includes an amount payable under a by-law;  
 '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;  
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;  
 'the *property*' includes any interest in common property for the scheme associated with the lot;  
 '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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; or
- 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* 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, 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;
- associated with the agreement under clause 30.1; 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 *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 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 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 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 *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                               |   |
|-------------------------------|---|
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>   | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>        | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>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>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>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 to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 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 a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
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FOLIO: 186/SP61436  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
25/1/2017	11:16 AM	5	7/7/2016

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND  
-----

LOT 186 IN STRATA PLAN 61436  
AT AUBURN  
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE  
-----

SWINGLY REVSEN KUHU (T AE942780)

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61436
- 2 AK577514 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP61436

SEARCH DATE	TIME	EDITION NO	DATE
25/1/2017	11:16 AM	5	18/5/2012

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61436  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT AUBURN  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP61436

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 61436

ADDRESS FOR SERVICE OF DOCUMENTS:

2 MACQUARIE ROAD  
AUBURN, NSW 2144

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- \* 3 5252813 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO.3840 TOGETHER WITH A RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES SHOWN DESIGNATED (R) IN PLAN WITH 5252813. EXPIRES: 30/6/2048.
- 4 SP61436 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AC467886 CHANGE OF BY-LAWS
- 6 AD990761 CHANGE OF BY-LAWS
- 7 AG322264 CHANGE OF BY-LAWS
- 8 AG996315 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 8470)

STRATA PLAN 61436

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 33	2	- 46	3	- 38	4	- 38
5	- 46	6	- 33	7	- 34	8	- 46
9	- 38	10	- 38	11	- 46	12	- 33
13	- 46	14	- 42	15	- 42	16	- 46
17	- 47	18	- 42	19	- 42	20	- 46
21	- 47	22	- 42	23	- 42	24	- 46

END OF PAGE 1 - CONTINUED OVER

0787

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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FOLIO: CP/SP61436

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 8470) (CONTINUED)

---

STRATA PLAN 61436

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 47	26	- 42	27	- 42	28	- 46
29	- 47	30	- 42	31	- 42	32	- 47
33	- 47	34	- 43	35	- 47	36	- 52
37	- 42	38	- 43	39	- 42	40	- 42
41	- 42	42	- 42	43	- 42	44	- 42
45	- 42	46	- 42	47	- 42	48	- 42
49	- 43	50	- 42	51	- 42	52	- 42
53	- 42	54	- 42	55	- 42	56	- 42
57	- 42	58	- 42	59	- 42	60	- 42
61	- 42	62	- 42	63	- 48	64	- 48
65	- 33	66	- 46	67	- 37	68	- 38
69	- 47	70	- 33	71	- 33	72	- 46
73	- 37	74	- 38	75	- 47	76	- 33
77	- 46	78	- 42	79	- 42	80	- 46
81	- 46	82	- 42	83	- 42	84	- 46
85	- 46	86	- 43	87	- 43	88	- 46
89	- 47	90	- 42	91	- 42	92	- 46
93	- 46	94	- 42	95	- 42	96	- 46
97	- 47	98	- 42	99	- 43	100	- 46
101	- 51	102	- 51	103	- 33	104	- 47
105	- 38	106	- 37	107	- 47	108	- 33
109	- 33	110	- 46	111	- 37	112	- 38
113	- 46	114	- 33	115	- 46	116	- 42
117	- 42	118	- 46	119	- 47	120	- 42
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141	- 42	142	- 42	143	- 46	144	- 42
145	- 42	146	- 42	147	- 47	148	- 42
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153	- 42	154	- 37	155	- 42	156	- 42
157	- 47	158	- 42	159	- 38	160	- 42
161	- 42	162	- 47	163	- 42	164	- 42
165	- 33	166	- 47	167	- 37	168	- 38
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185	- 47	186	- 43	187	- 42	188	- 46
189	- 47	190	- 42	191	- 42	192	- 46
193	- 47	194	- 42	195	- 42	196	- 46
197	- 51	198	- 51				

END OF PAGE 2 - CONTINUED OVER

0787

PRINTED ON 25/1/2017

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP61436  
-----

PAGE 3

NOTATIONS  
-----

UNREGISTERED DEALINGS: L AK971351 SL AK971352 ML AK971502  
CN AK971571 DD AK986297.

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

COUNCIL'S CERTIFICATE  
AUBURN COUNCIL

Having satisfied that the incorporation of the Strata Plan Act 1973 (hereinafter referred to as the Act) is in the public interest and that the proposed subdivision is in accordance with the provisions of the Act, I hereby certify that the proposed subdivision is in accordance with the provisions of the Act.

11/19/99  
51/99  
Mandor  
Date  
Signature of Registrar

SURVEYOR'S CERTIFICATE

I, BRIAN HARRY BURGESS  
c/o B.H. BURGESS & ASSOCIATES  
P.O. BOX 245 OATLEY 2225

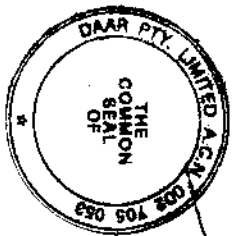
a survey registered under the Surveyors Act 1993, hereby certify that:  
(1) The survey is a subdivision of land in accordance with the provisions of the Act.  
(2) The survey is a subdivision of land in accordance with the provisions of the Act.  
(3) The survey is a subdivision of land in accordance with the provisions of the Act.  
Signature: [Signature]  
Date: 11/19/99

This is sheet 1 of my Plan in 15 sheets.

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

IT IS INTENDED TO CREATE PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 & SEC. 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

- 1. EASEMENT TO DRAIN WATER 1.2 M WIDE
- 2. RIGHT OF FOOTWAY 1.3 M WIDE
- 3. RIGHT OF FOOTWAY 0.9 M WIDE
- 4. RIGHT OF FOOTWAY VARIABLE WIDTH



Bestpac Banking Corporation  
ARSN 007 457 141  
INC. Mortgagee under Mortgage  
No. 2794-13323, HEREBY  
CONSENTS to the within  
Dated this 11 day of November 1999  
By its Attorneys  
Christie Anne Makin  
Registered No. 13 Box 0059  
8 February 1994  
Bestpac Banking Corporation  
1 Kirk St. Oatley NSW  
Bestpac Banking Corporation

TAILOR MADE BY LAWS ADOPTED FOR THIS SCHEME  
SCHEDULE OF BY-LAWS IN 5 SHEETS FILED WITH THIS PLAN

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 866754

LGA AUBURN Locality: AUBURN

Parish: LIBERTY PLAINS County: CUMBERLAND

Reduction Ratio: 1:1000 Lengths are in metres



Name of, and \*address for service of notices on, the body corporate:  
\*Address required on original strata plan only.  
THE OWNERS - STRATA PLAN N° 61436  
EVERLOCH APARTMENTS  
N° 2 MACQUARIE RD AUBURN 2144

SP61436 (E)

Registered: 15.11.1999

CA: SEE CERTIFICATE

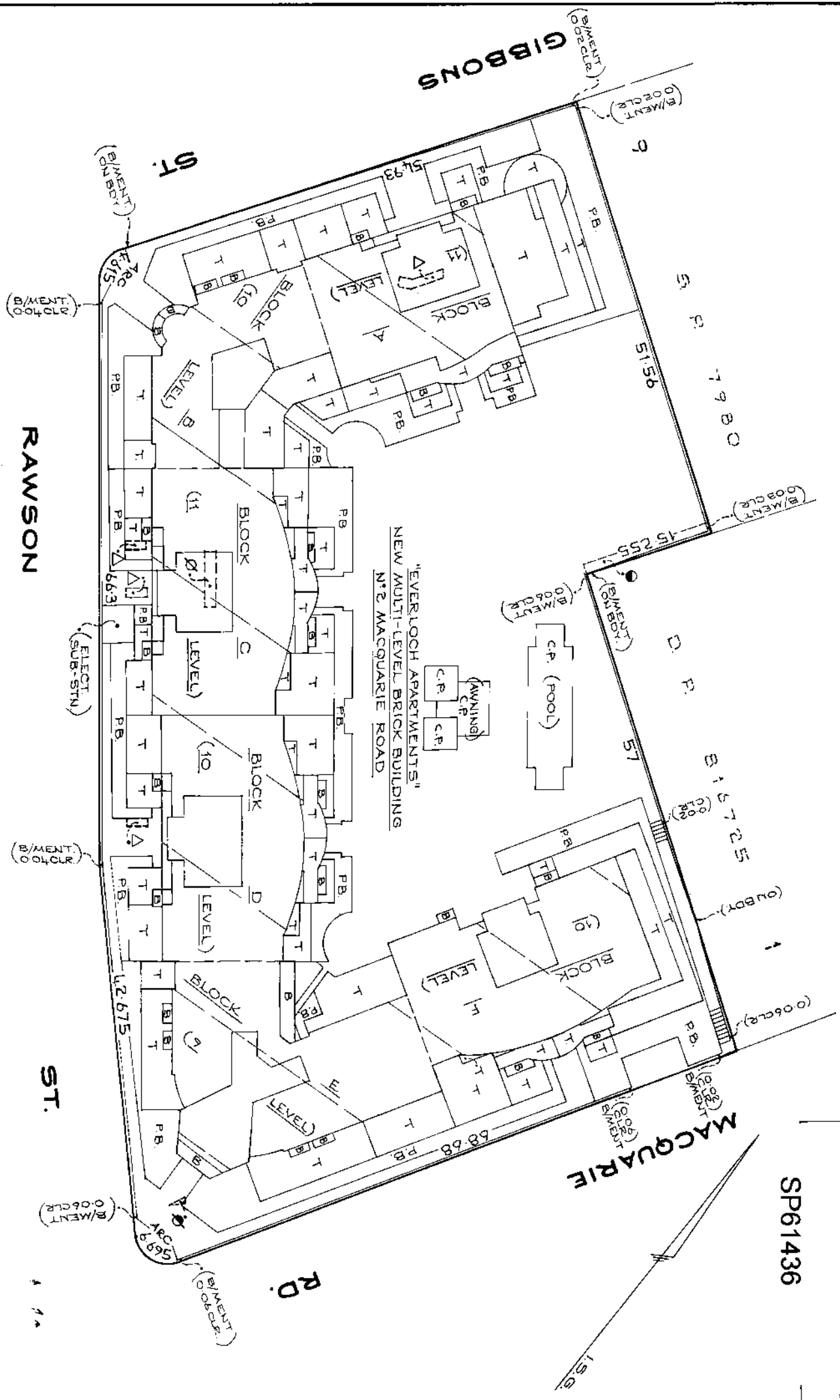
Purpose: STRATA PLAN

Ref. Map: U0052-74 #

Last Plan: DP866754

FOR LOCATION PLAN

SEE SHEET 2



- NOTES**
- 1. B DENOTES BALCONY
  - 2. P.B. PLANTER BOX
  - 3. T. TERRACE
  - 4. C.P. COMMON PROPERTY

- ◉ RIGHT OF FOOTWAY VARIABLE WIDTH (BASEMENT)
- ◊ RIGHT OF FOOTWAY 1.3 WIDE (BASEMENT)
- △ RIGHT OF FOOTWAY 0.9 WIDE (BASEMENT)

**LOCATION PLAN**

Reduction Ratio 1: 400

Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
 SURVEYORS REFERENCE 514316 'CHECKLIST'  
 [Signature]  
 [Signature]  
 Competent/Authorised Person





SP61436

SCHEDULE of UNIT ENTITLEMENTS

LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT	LOT N°	UNIT ENTITLEMENT
1	33	41	42	81	46	121	42	161	42				
2	46	42	42	82	42	122	46	162	47				
3	38	43	42	83	42	123	47	163	42				
4	38	44	42	84	46	124	42	164	42				
5	46	45	42	85	46	125	42	165	33				
6	33	46	42	86	43	126	46	166	47				
7	34	47	42	87	43	127	46	167	37				
8	46	48	42	88	46	128	42	168	38				
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10	38	50	42	90	42	130	47	170	33				
11	46	51	42	91	42	131	46	171	33				
12	33	52	42	92	46	132	42	172	48				
13	46	53	42	93	46	133	42	173	37				
14	42	54	42	94	42	134	47	174	38				
15	42	55	42	95	42	135	51	175	48				
16	46	56	42	96	46	136	52	176	33				
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18	42	58	42	98	42	138	42	178	42				
19	42	59	42	99	43	139	46	179	42				
20	46	60	42	100	46	140	42	180	46				
21	47	61	42	101	51	141	42	181	46				
22	42	62	42	102	51	142	42	182	42				
23	42	63	48	103	33	143	46	183	42				
24	46	64	48	104	47	144	42	184	47				
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38	43	78	42	118	46	158	42	198	51				
39	42	79	42	119	47	159	38						
40	42	80	46	120	42	160	42						
AGGREGATE										8470			

Reduction Ratio 4:1

Lengths are in metres

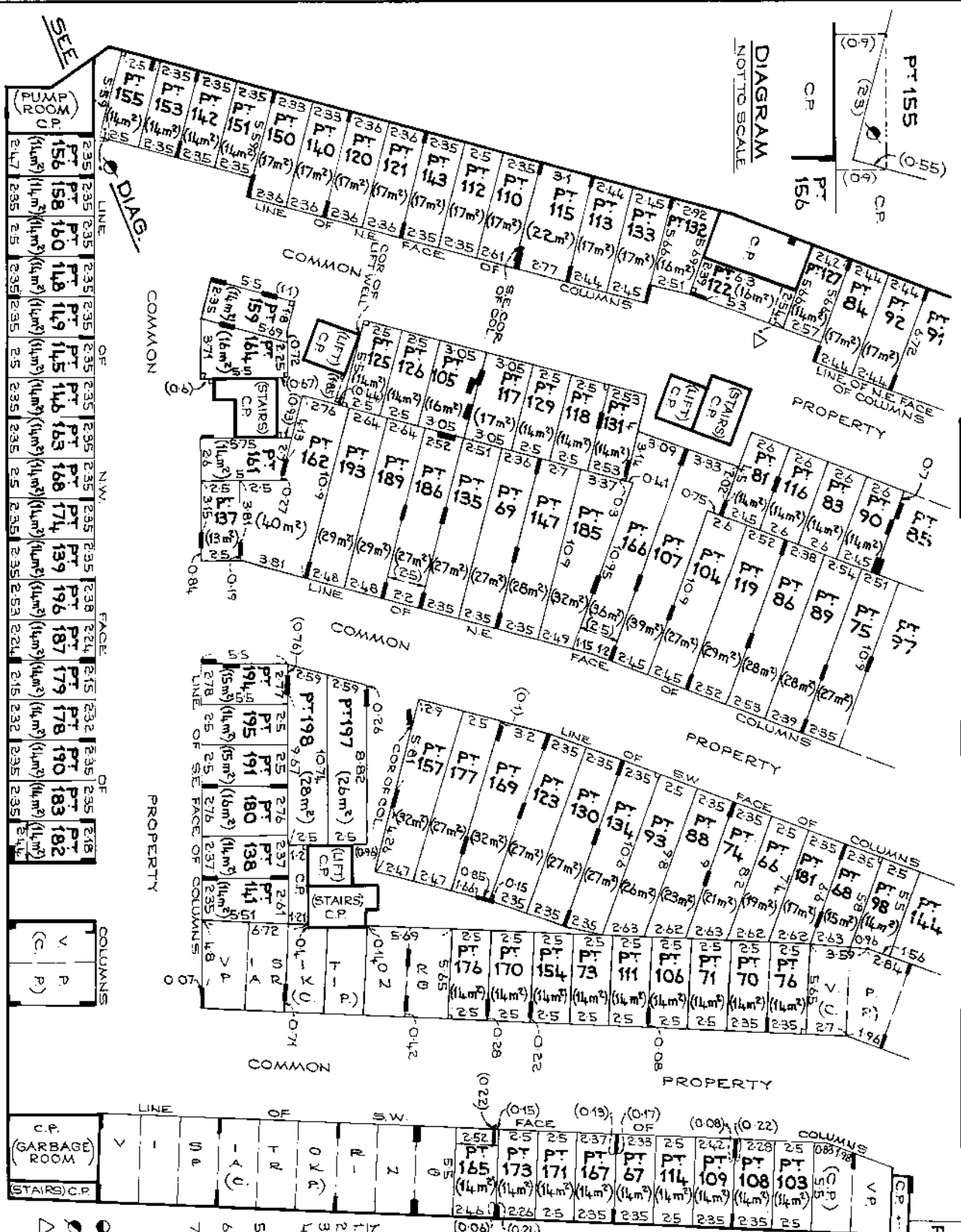


Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 514316 "CHECKLIST"

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



**BASEMENT (PARKING)**

Reduction Ratio 1: 250

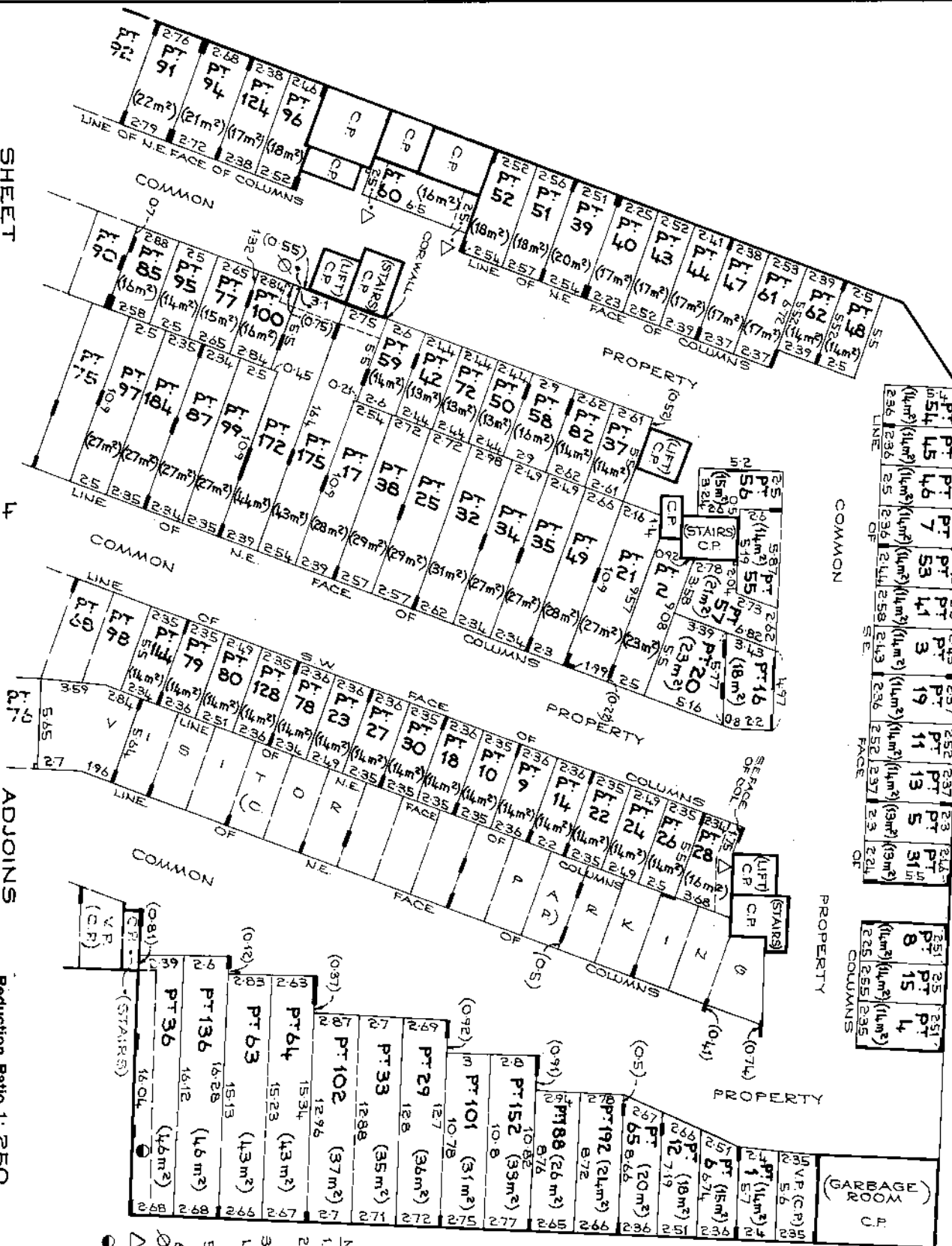
Lengths are in metres

Surveyor Registered under Surveyors Act 1928  
 SURVEYOR'S REFERENCE: 51316 "CHECKLIST"  
*Adrian Newbery*  
 Registered Professional Engineer

- NOTES
- 1. C.P. DENOTES COMMON PROPERTY
  - 2. V.P. VISITOR PARKING
  - 3. L. RIGHT ANGLE
  - 4. BOUNDARY IS TO CENTRE OF COLUMN UNLESS SHOWN OTHERWISE
  - 5. BOUNDARY IS TO CORNER OF COLUMN/WALL
  - 6. BOUNDARY IS TO FACE OF COLUMN
  - 7. AREAS ARE APPROXIMATE ONLY
- ⊙ EASEMENT TO DRAIN WATER 12 WIDE
  - ⊙ RIGHT OF FOOTWAY VARIABLE WIDTH
  - ⊙ RIGHT OF FOOTWAY 0.9 WIDE



SP61436



SHEET

BASEMENT (PARKING)

ADJOINS

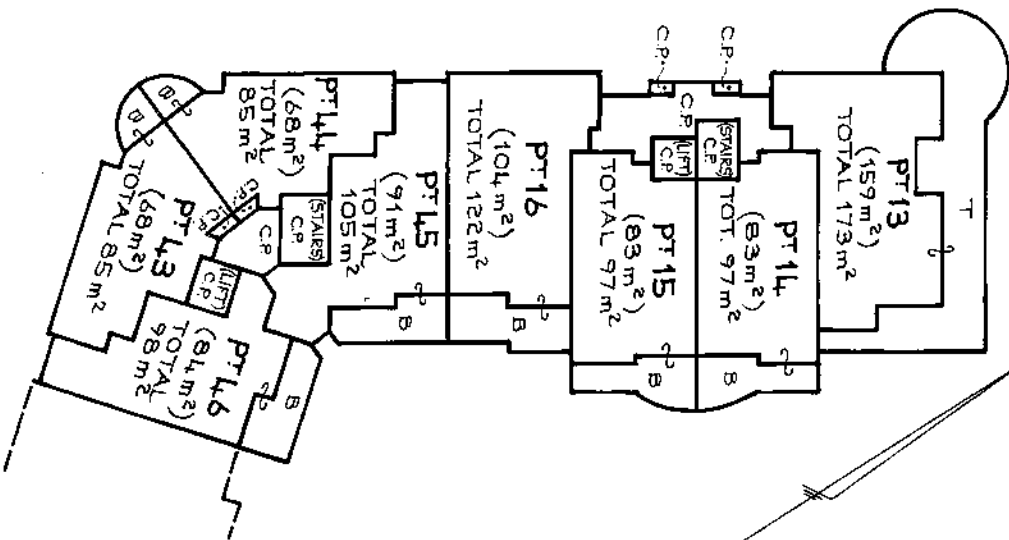
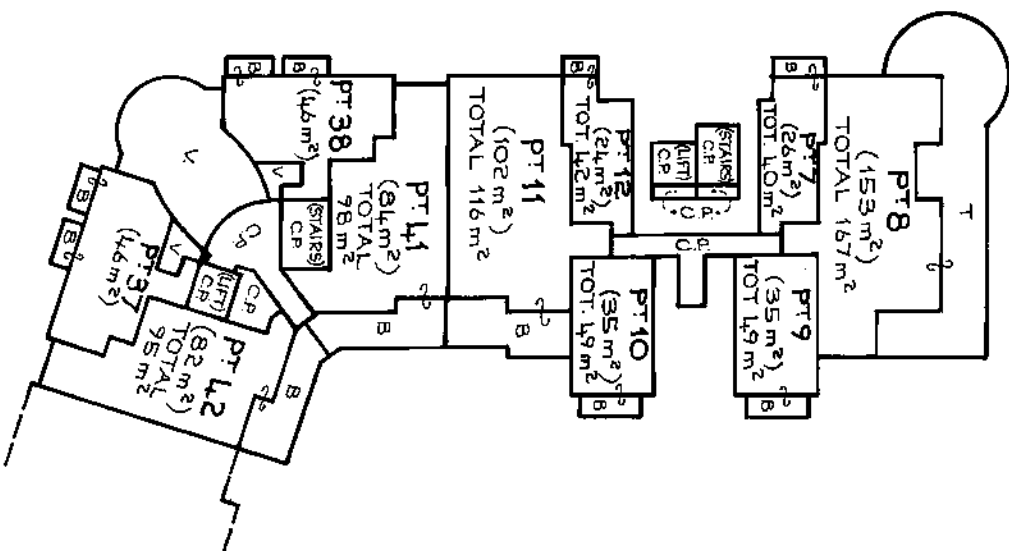
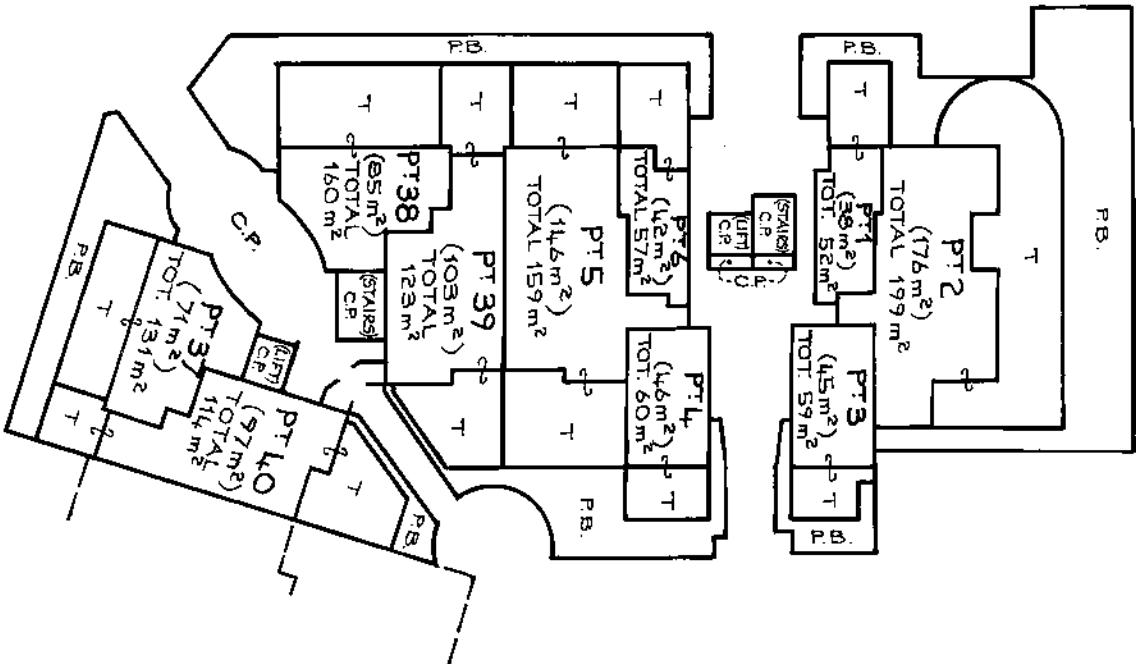
Reduction Ratio 1: 250

Lengths are in metres

- NOTES
- 1 C/P DENOTES COMMON PROPERTY
  - 2 BOUNDARY TO CENTRE OF COLUMN
  - 3 BOUNDARY TO CORNER OF COLUMN/WALL
  - 4 BOUNDARY IS TO FACE OF COLUMN
  - 5 BOUNDARY IS TO FACE OF COLUMN
  - 6 AREAS ARE APPROXIMATE ONLY
  - 7 RIGHT OF FOOTWAY 1.3 WIDE
  - 8 RIGHT OF FOOTWAY 0.9 WIDE
  - 9 EASEMENT TO DRAIN WATER 12 WIDE

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: S14316 "CHECKLIST"  
 General Manager/Authorised Person





NOTES

1. B DENOTES BALCONY  
 2. C.P. COMMON PROPERTY  
 3. P.B. PLANTER BOX  
 4. T TERRACE

7. BALCONIES & TERRACES, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.

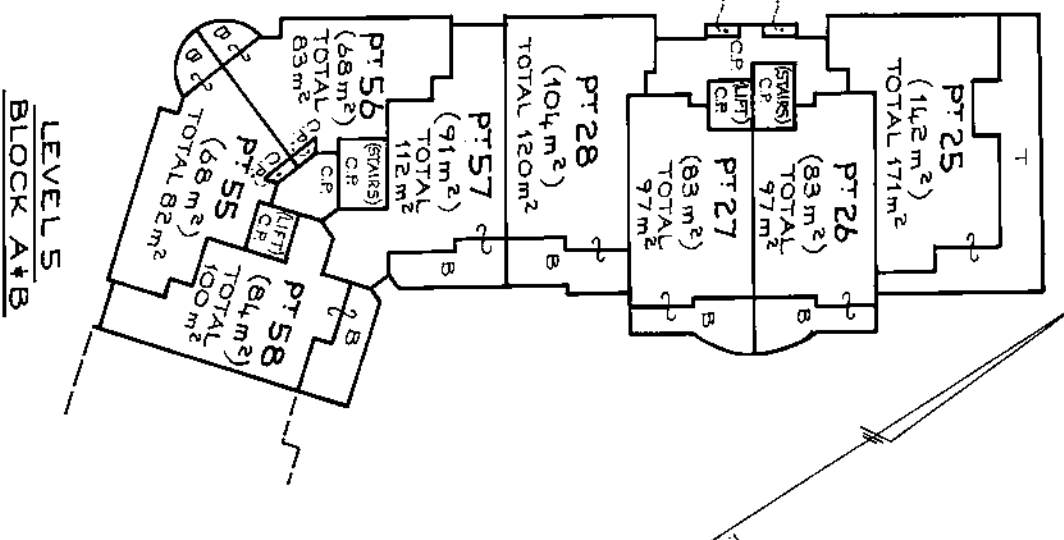
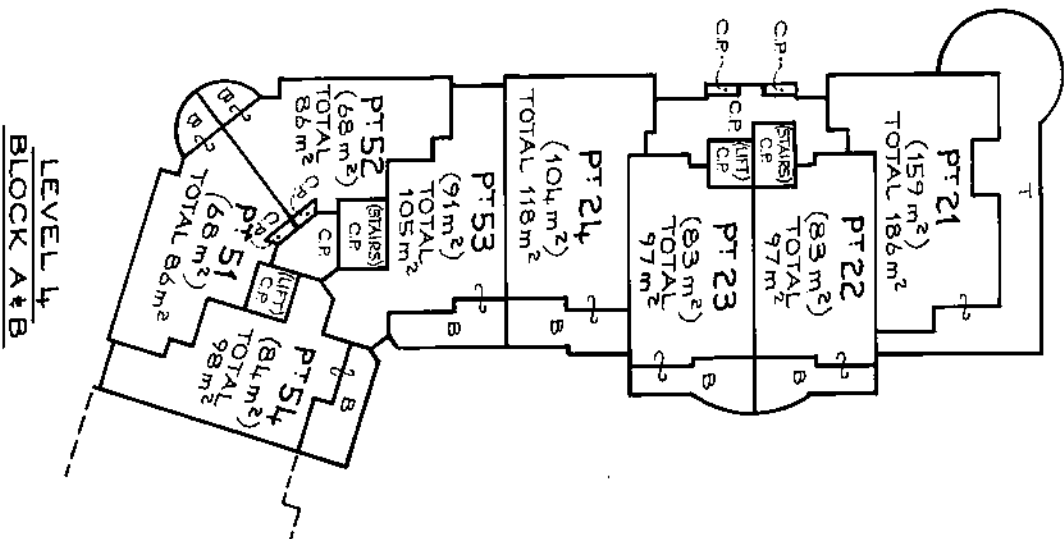
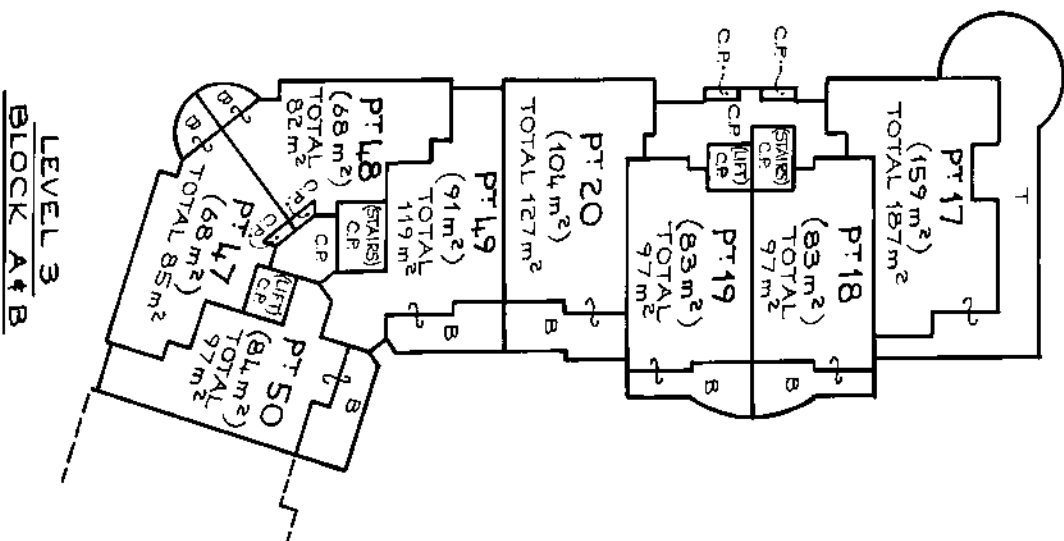
8. V DENOTES VOID

5. AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES & TERRACES.  
 6. ALL PLANTER BOXES ARE COMMON PROPERTY.

Reduction Ratio 1: 300  
 lengths are in metres



Surveyor Registered Under Surveyors Act 1929  
 SUPERVISOR'S REFERENCE: *Blawie*  
 General Manager/Authorised Person



NOTES

- 1. B DENOTES BALCONY
- 2. CP " COMMON PROPERTY
- 3. T " TERRACE
- 4. AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES & TERRACES
- 5. BALCONIES & TERRACES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.

LEVEL 3  
BLOCK A+B

LEVEL 4  
BLOCK A+B

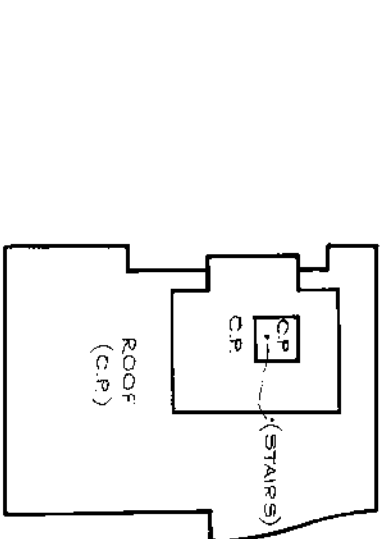
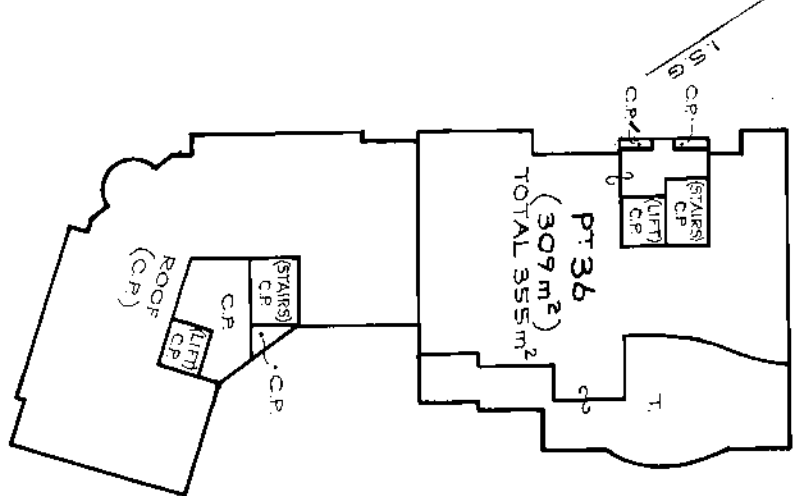
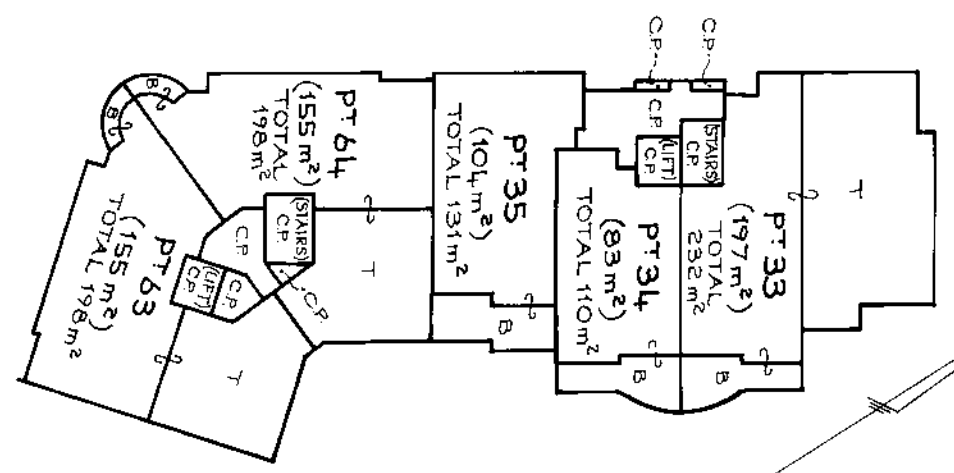
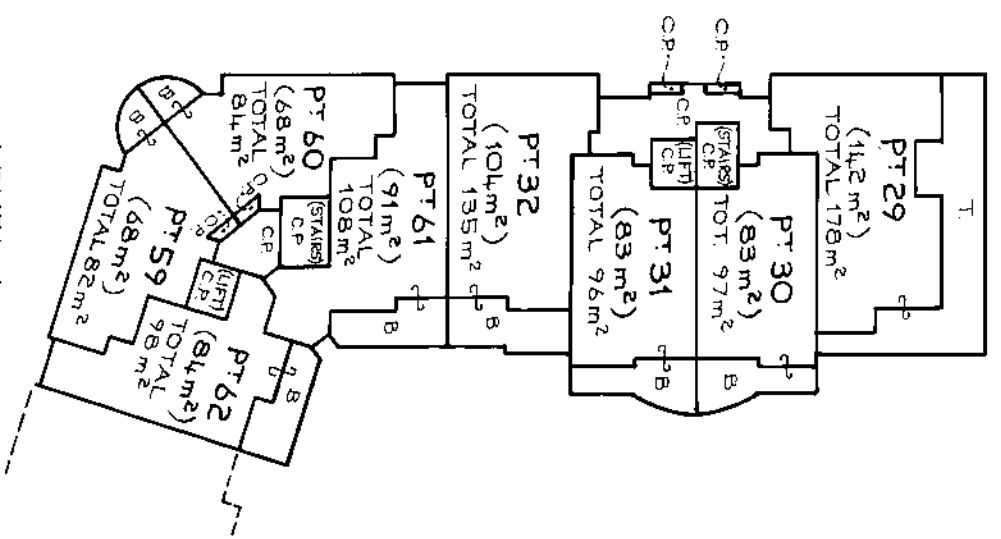
LEVEL 5  
BLOCK A+B

Reduction Ratio 1 : 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1939  
 SURVEYORS REFERENCE: 54,316 "CHECKLIST 1"  
 General Manager/Authorised Person





**NOTES**  
 1. B DENOTES BALCONY  
 2. CP. " COMMON PROPERTY  
 3. T. " TERRACE  
 4. AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES & TERRACES.  
 5. BALCONIES & TERRACES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.

Reduction Ratio 1: 300

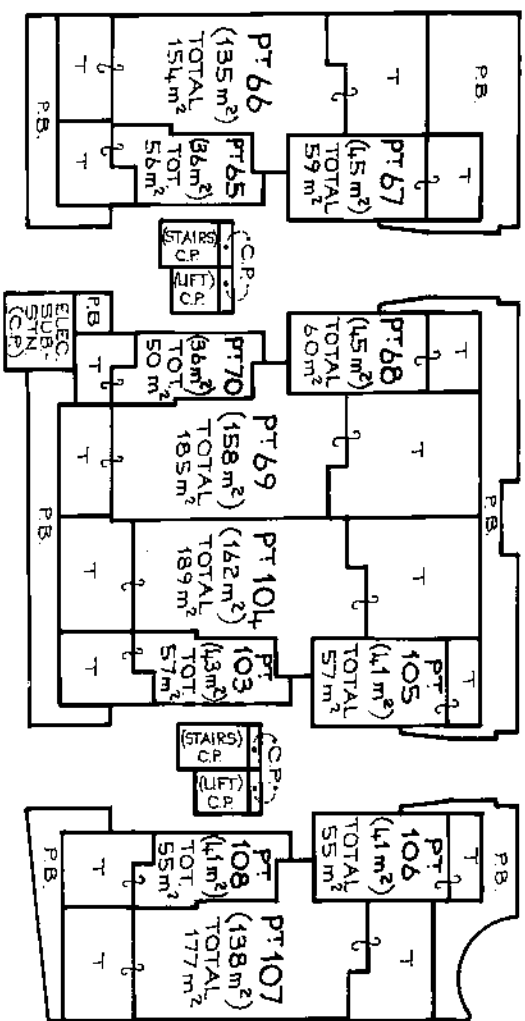
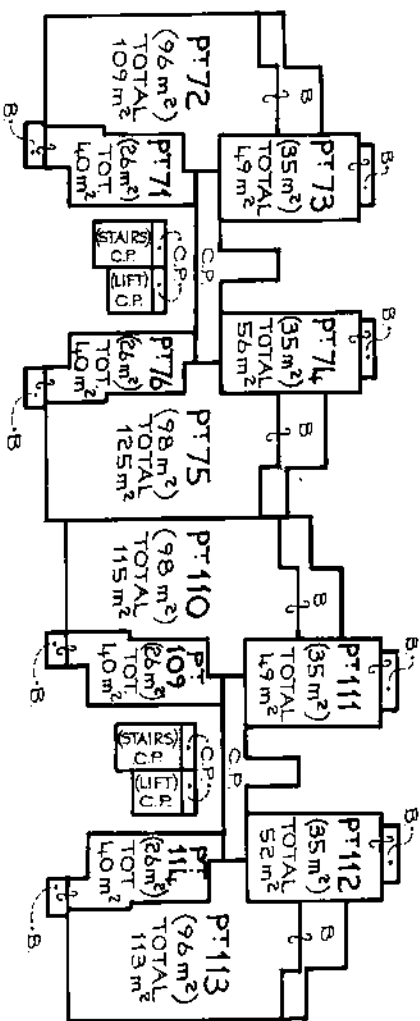
Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: B4316 "CHECKLIST I"  
 General Manager/Authorised Person



SP61436

OFFICE USE ONLY



- NOTES**
- 1. B DENOTES BALCONY
  - 2. C.P. COMMON PROPERTY
  - 3. P.B. PLANTER BOX
  - 4. T TERRACE
  - 5. AREAS ARE APPROXIMATE ONLY + INCLUDE BALCONIES + TERRACES
  - 6. BALCONIES + TERRACES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.
  - 7. ALL PLANTER BOXES ARE COMMON PROPERTY.

Reduction Ratio 1 : 300

Lengths are in metres

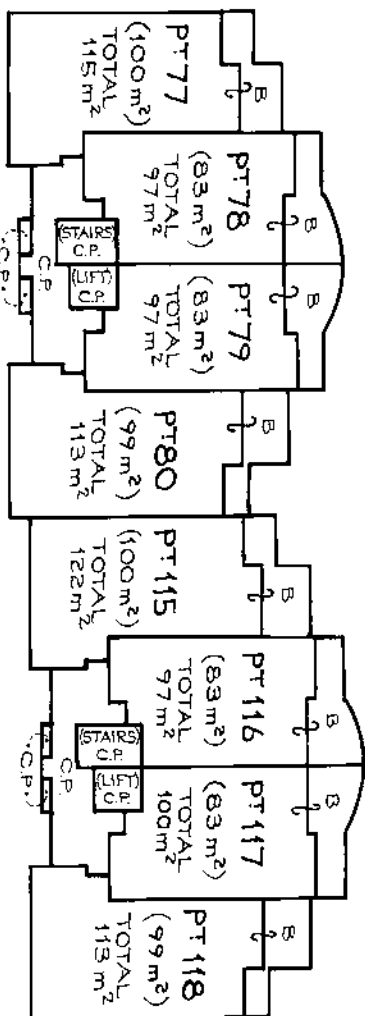
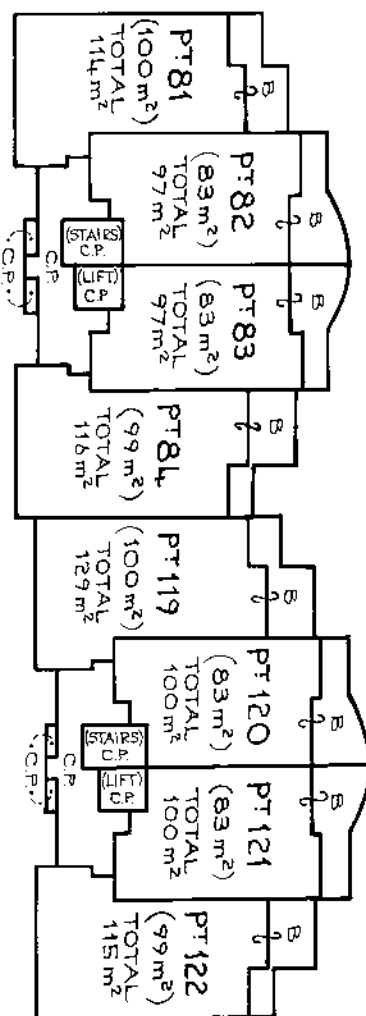
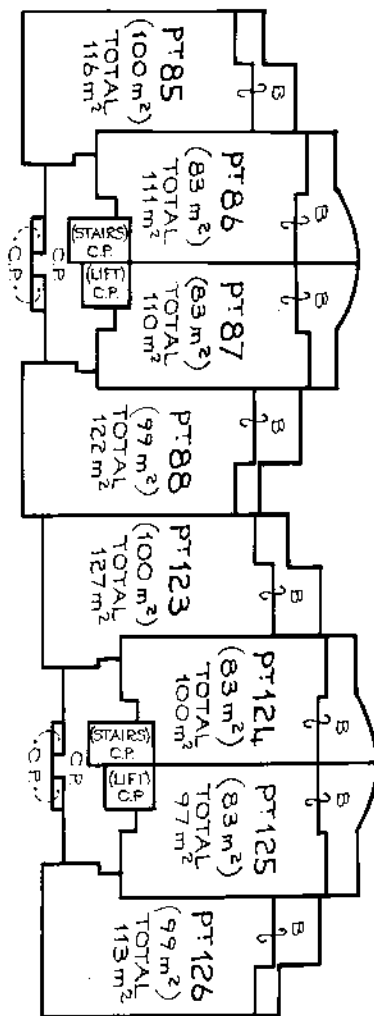
Surveyor Registered under Surveyors Act 1928

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S14316 "CHECKLIST"



SP61436



- NOTES**
- 1 B DENOTES BALCONY
  - 2 C.P. " COMMON PROPERTY
  3. AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES
  4. BALCONIES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS

Reduction Ratio 1: 300

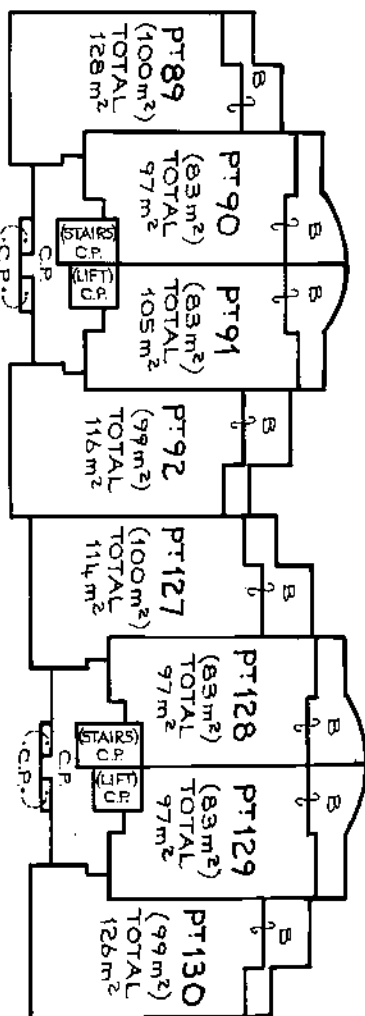
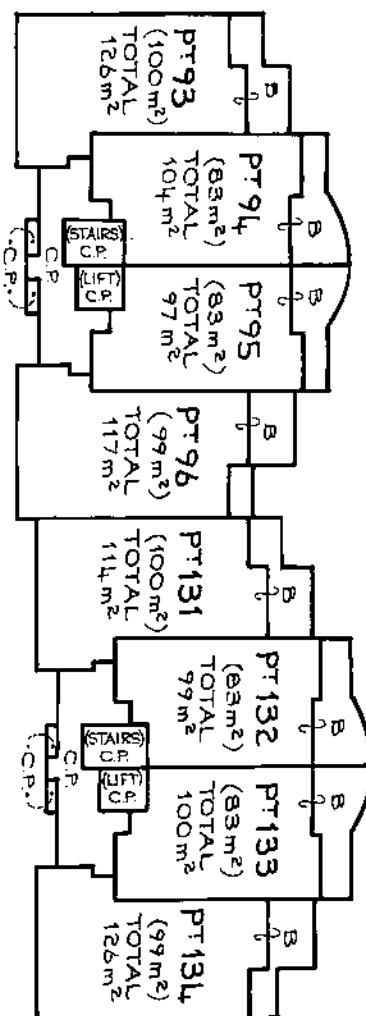
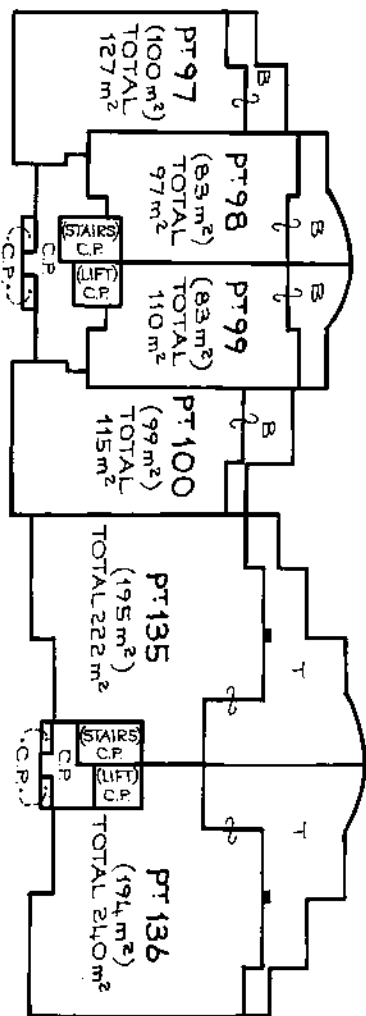
Lengths are in metres



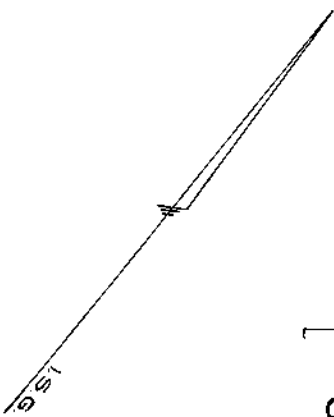
Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE "S14316" CHECKLIST"  
 General Manager/Authorised Person



SP61436



- NOTES**
- 1 T. DENOTES TERRACE
  - 2 B. " BALCONY
  - 3 C.P. " COMMON PROPERTY
  4. AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES & TERRACES.
  5. BALCONIES & TERRACES, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.

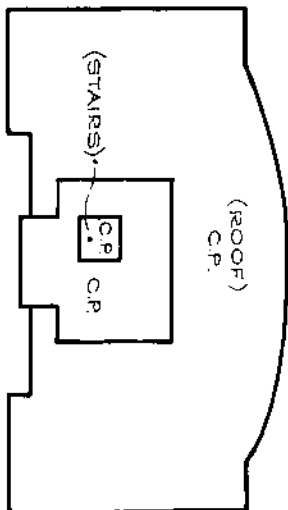
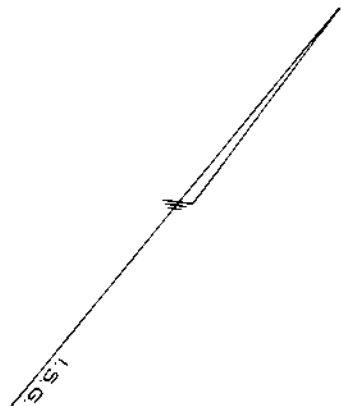


Reduction Ratio 1: 300

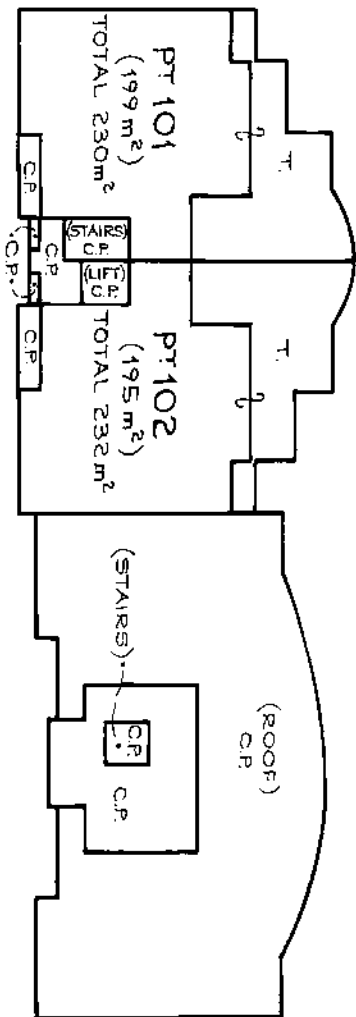
Lengths are in metres

Surveyor Registered under Surveyors Act 1928  
 SAUVYOR'S REFERENCE: 514316 'CHECKLIST'  
 General Manager/Authorised Person





LEVEL 9  
BLOCK C  
(ROOF)



LEVEL 8  
BLOCK C  
(ROOF)

- NOTES
1. C.P. DENOTES COMMON PROPERTY
  2. T. " TERRACE

3. AREAS ARE APPROXIMATE ONLY & INCLUDE TERRACES
4. TERRACES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.

Reduction Ratio 1: 300

Lengths are in metres



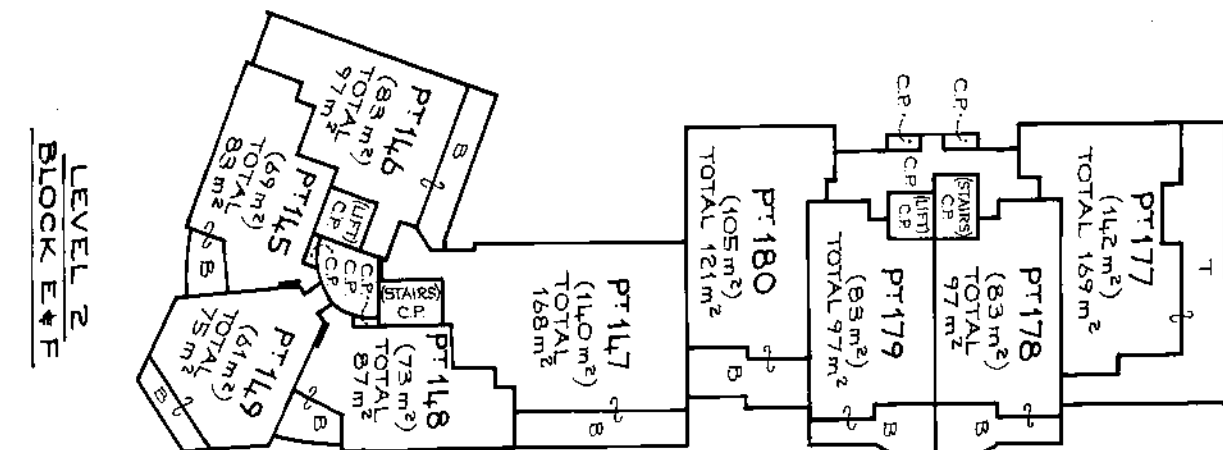
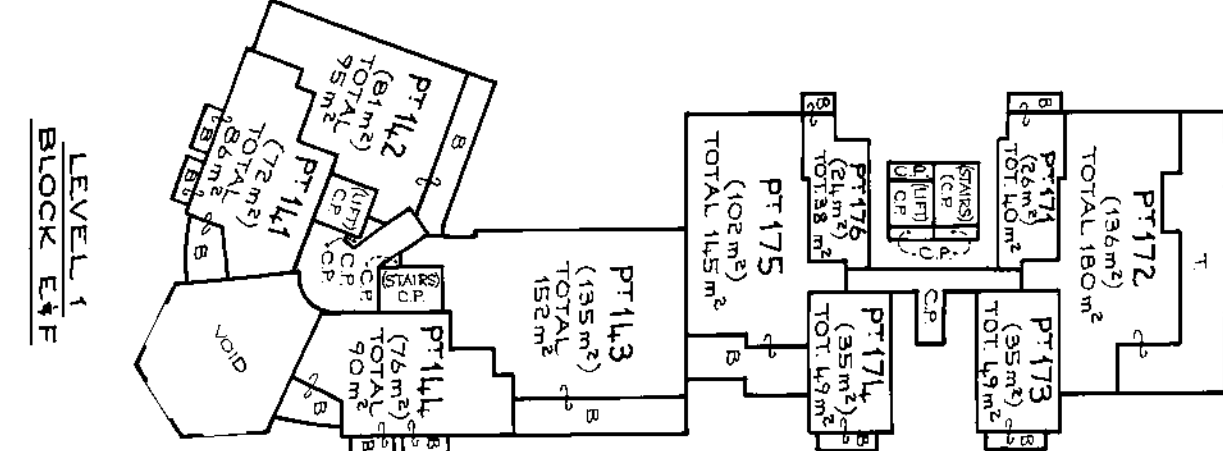
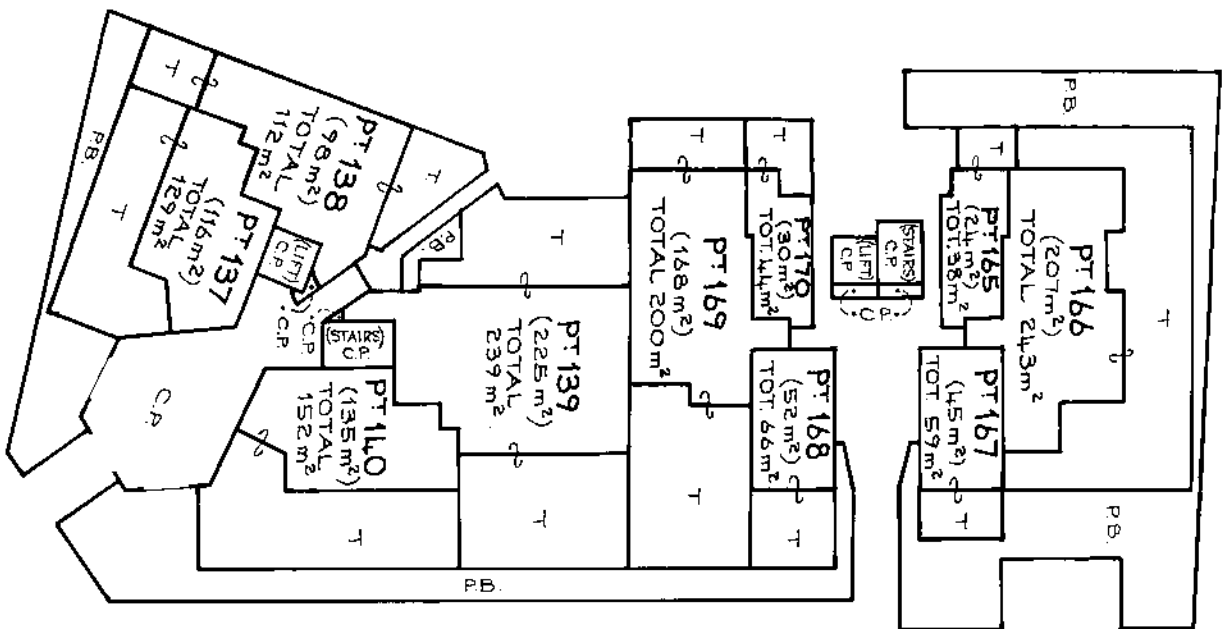
Surveyor Registered Under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S4316 "CHECKLIST"

SP61436

\*OFFICE USE ONLY



- NOTES**
- 1. B DENOTES BALCONY
  - 2. CP COMMON PROPERTY
  - 3. P.B. PLANTER BOX
  - 4. T. TERRACE
  - 5. AREAS ARE APPROXIMATE ONLY
  - 6. INCLUDE BALCONIES & TERRACES
  - 7. UNCOVERED ARE LIMITED IN STAIRUM TO 27 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.
  - 8. ALL PLANTER BOXES ARE COMMON PROPERTY.

**GROUND LEVEL**  
**BLOCK E & F**

**LEVEL 1**  
**BLOCK E & F**

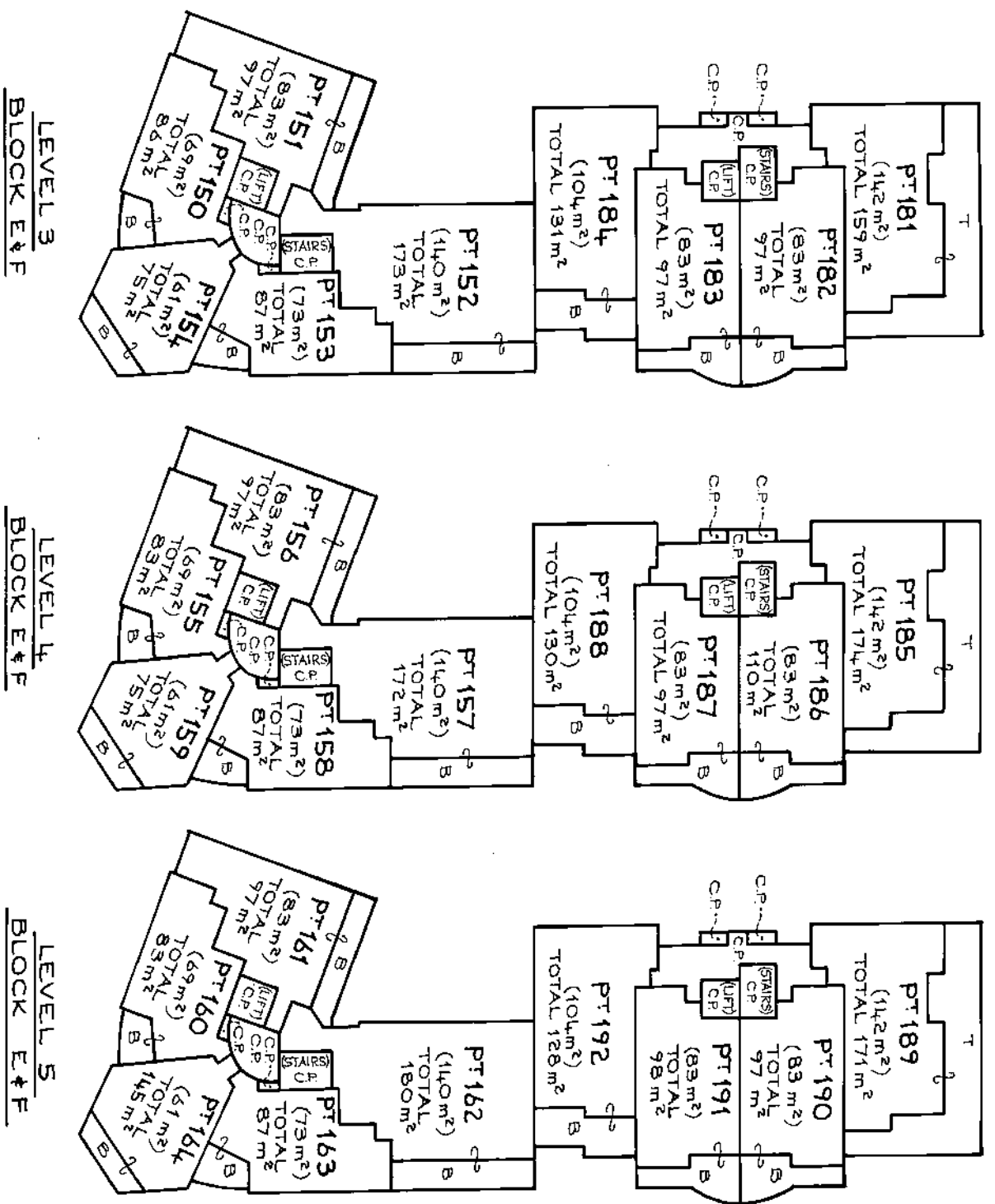
**LEVEL 2**  
**BLOCK E & F**

Reduction Ratio : 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: SL4316 "CHECKLIST"





- NOTES
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  - 2. C.P. " COMMON PROPERTY
  - 3. T " TERRACE
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LEVEL 3  
BLOCK E & F

LEVEL 4  
BLOCK E & F

LEVEL 5  
BLOCK E & F

Reduction Ratio 1: 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

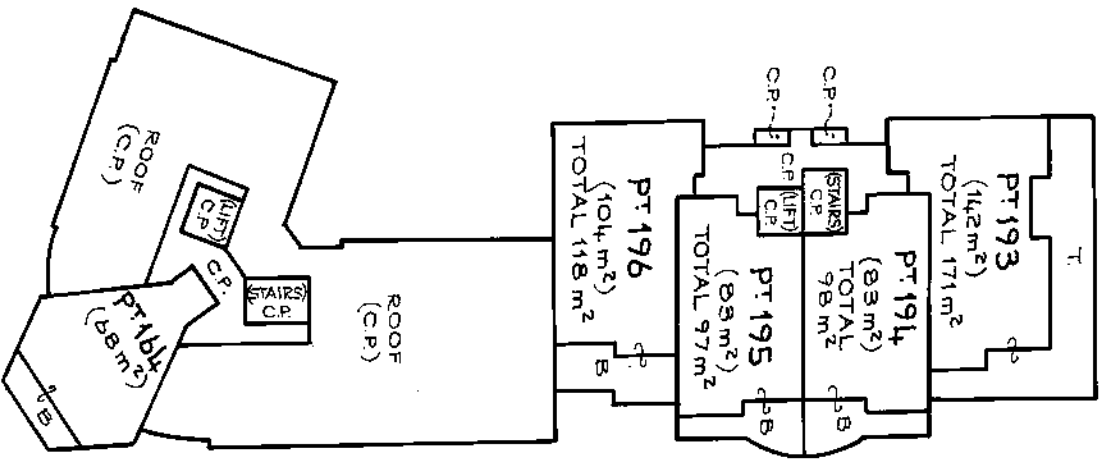
*[Signature]*

Surveyor's Reference 51216 "CHECKLIST"

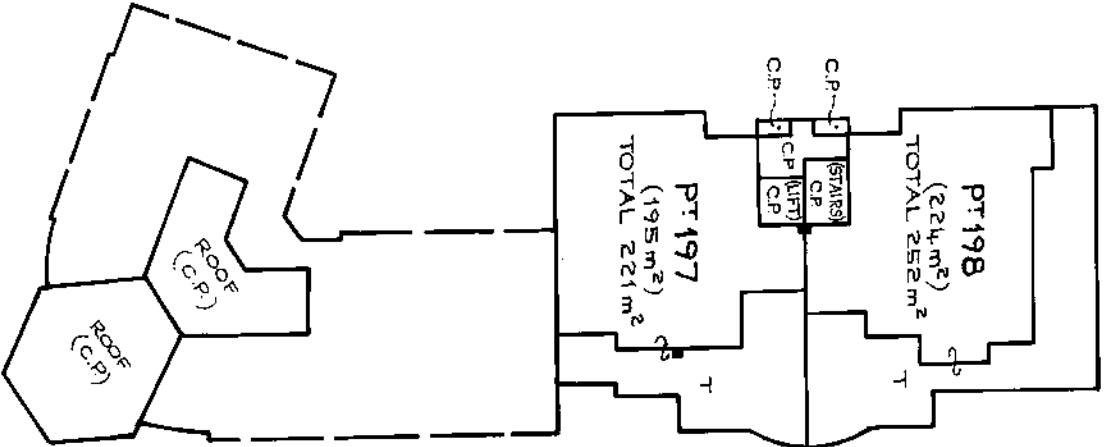
General Manager/Authorised Person

*[Signature]*

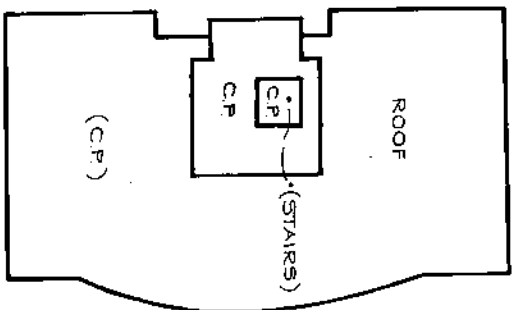




LEVEL 6  
BLOCK E & F



LEVEL 7  
BLOCK E & F



LEVEL 8  
BLOCK F  
(ROOF)

- NOTES**
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  - 2. C.P. COMMON PROPERTY
  - 3. T. TERRACE
  - 4. AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES & TERRACES
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Reduction Ratio 1:300

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S14316 "CHECKLIST"

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

Lengths are in metres

Sheet 1 of 2 Sheets

PART I.

**SP61436**

Strata Plan SP  
covered by Council Clerk's Certificate No. **51/99**  
dated **11/11/99**

Full name and address of the  
proprietors of the land.

Daar Pty Limited  
19 Queen Street, Auburn. 2144

Full name and address of the  
mortgagee of the land.

Westpac Banking Corporation  
Level 5, 130 Phillip Street, Sydney. 2000

1. Identity of Easement or Restriction  
firstly referred to in the abovementioned  
plan.

Easement to drain water 1.2m wide

Schedule of Lots etc. affected.

Lots burdened.

Lots, name of road or authority benefited.

Common Property

Auburn Council

2. Identity of Easement or Restriction  
secondly referred to in the abovementioned  
plan.

Right of Footway 1.3m wide

Schedule of Lots etc. affected.

Lots burdened.

Lots, name of road or authority benefited.

172 and 175

The Owners Corporation

3. Identity of Easement or Restriction  
thirdly referred to in the abovementioned  
plan.

Right of Footway 0.9m wide

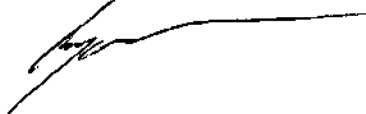
Schedule of Lots etc. affected.

Lots burdened.

Lots, name of road or authority benefited.

28.60 and 122

The Owners Corporation



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1912.

Lengths are in metres

Sheet 2 of 2 Sheets

**SP61436**

Strata Plan SP  
covered by Council Clerk's Certificate No. **51/99**  
dated **11/11/99**

4. Identity of Easement or Restriction  
fourthly referred to in the abovementioned  
plan.

Right of Footway variable width

Schedule of Lots etc. affected.

Lots burdened.

Lots, name of road or authority benefited.

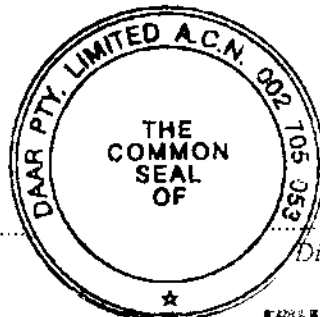
155

The Owners Corporation

Name of person or authority empowered to release vary or modify the easements and restrictions firstly referred to in the abovementioned plan is Auburn Council.

Name of person or authority empowered to release vary or modify the easements and restrictions secondly, thirdly and fourthly referred to in the abovementioned plan is The Owners Corporation Strata Plan

THE COMMON SEAL of  
Daar Pty Limited was hereunto  
affixed in the presence of:



Secretary

Director

SIGNED for and on behalf of the  
Westpac Banking Corporation  
in the presence of;

**Westpac Banking Corporation**

ARBN 007 457 141

the Mortgagee under Mortgage

No. ~~2941333~~ HEREBY

CONSENTS to the within

~~283~~ instrument

Dated this 11 day of November 19 99

**Westpac Banking Corporation**

By its Attorneys

Signature of Witness.

Name of Witness. (BLOCK LETTERS).

Signed for Auburn Council.

*[Signature]*  
AUTHORISED PERSON

*[Signature]* Christine Phere Malloy  
Power of Attorney dated the 3 February, 1994  
Registered No. 531 Book. 4059  
Manager Property Finance Documents

*[Signature]* April Joy Men  
BANK OFFICER 1300 1 King St Concord West  
**Westpac Banking Corporation**

**15.11.1999**

SP61436

ⓔ

**Form 27**  
**Strata Schemes (Freehold Development) Act 1973**

**By-Laws**

**Instrument setting out the terms of by-laws to be created upon registration of the strata plan.**

**1. Noise**

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

**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 prior written approval of the owners corporation.

**3. Obstruction of common property**

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

**4. Damage to lawns and plants on common property**

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

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

**5. Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under sub-clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

Sheet 1 of 5 Sheets

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.



S. P. 61436

- (4) Any such locking or safety device, screen, other device or other 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:
    - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause (3) that forms part of the common property and that services the lot, and
    - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub-clause (3) that forms part of the common property and that services the lot.
- 6. Behaviour of owners and corporations**  
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 or another lot or to any person lawfully using common property.
- 7. Children playing on common property in building**  
An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- 8. Behaviour of invitees**  
An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- 9. Depositing rubbish and other material on common property**  
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other materials or discarded item except with the prior written approval of the owners corporation.
- 10. Drying of laundry items**  
An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.
- 11. Cleaning windows and doors**  
An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:



S. P. 61436

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

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

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

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

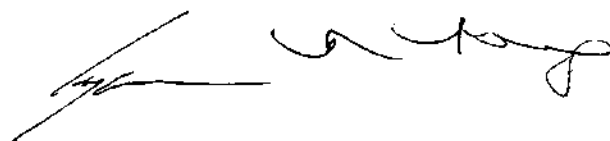
- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

**14. Floor coverings**

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

**15. Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated



S.P. 61436

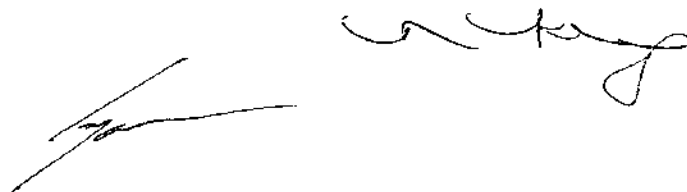
- and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

#### 16. Keeping of animals

- (1) Subject to Section 49(4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### 17. Appearance of lot

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

Two handwritten signatures are present at the bottom of the page. The signature on the left is a simple, horizontal stroke. The signature on the right is more complex, with a large, looping 'S' or 'M' shape.

S.P. 61436

keeping with the rest of the building.

- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**18. 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).

**19. Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

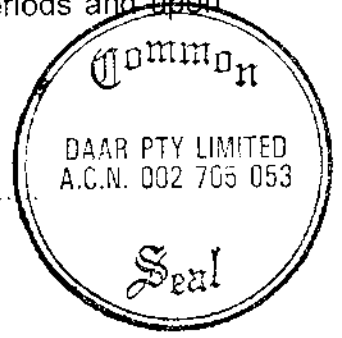
**20. Management**

The executive committee shall be authorised and empowered on behalf of the owners corporation to enter into such agreements and arrangements as it may resolve to be appropriate for the management, control, administration and security of any buildings or other common property for such periods and upon such terms as the executive committee may determine.

The Common Seal of Daar Pty )  
Limited was hereunto affixed )  
by authority of the Directors in )  
the presence of: )

.....  
Director

.....  
Secretary



RECORDED 15.11.1999



Form: 15CB  
Release: 2.0  
www.lands.nsw.gov.au

### CHANGE OF BY-LAW

New South Wales  
Real Property Act 1900

# AC467886S

**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.

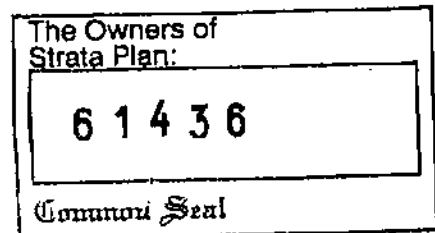
(A) **TORRENS TITLE** For the common property  
CP/SP61436

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
	LINDERS STRATA MANAGEMENT PTY LTD PO BOX 651 LANE COVE NSW 1595 Reference: _____	

- (C) The Owners-Strata Plan No. 61436 certify that pursuant to a resolution passed on 29 March 2006 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAWS 1, 2, 3, 4, 5, 6, 7  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

See attached Annexure



(F) The common seal of the Owners-Strata Plan No. 61436 was affixed on 23 June 2006 in the presence of—

Signature(s):

Name(s): DANIEL LINDERS

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: \_\_\_\_\_

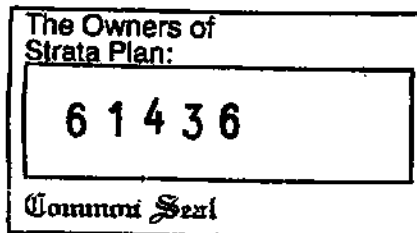
Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_

**STRATA SCHEME NO 61436**

**ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS**

**Special By-Law No. 1                      Fixtures**

1. In this by-law, "fixture" means a fixture, equipment or building work made or installed by an owner or occupier of a lot.
2. Unless it is a fixture removable by a lessee or sub-lessee at the expiration of a tenancy, a fixture that serves a lot is an owner's fixture.
3. The owner of a lot must maintain in a state of good and serviceable repair a fixture that serves his lot, and must renew or replace it when necessary.
4. The owner of a lot must ensure that any maintenance, renewal or replacement of a fixture serving his lot and visible from outside his lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
5. The owner of a lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that serves his lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
6. This by-law shall not create any obligation on the part of the lessor or sub-lessor of a lot in favour of his lessee or sub-lessee.
7. Insofar as this by-law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this by-law has effect in relation to that fixture subject to those terms.



THIS is page 2 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 61436.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436 was affixed on the twenty third day of June 2006 in the presence of

Names: ..... DANIEL LINDERS .....

Signatures: .....  .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**Special By-Law No. 2 Fire Safety**

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Scope of By-Law:

1. The owners corporation has the following additional powers, authorities, duties and functions\*:
  - a) the power to inspect Essential Services Equipment,
  - b) the power to enter into arrangements with third parties to inspect Essential Services Equipment,
  - c) the power to recover the Associated Costs from the respective Owner,
  - d) the power to enter a lot on 14 days prior notice to the Owners for the purposes of this by-law but without prior notice in case of emergency, and
  - e) the power to be Indemnified,
  - f) the duty to Maintain, and
  - g) the authority to Remedy.
  
2. In respect of their lot, each Owner must at all times:
  - a) comply with all Obligations and Requirements,
  - b) not undertake any Alteration Works, and
  - c) Indemnify.

\* See explanatory notes following

**Explanatory Notes – Fire Safety**

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*These notes form part of this by-law.*

*Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act.*

*In this by-law, except when the context otherwise requires:*

- a) *the singular includes the plural and vice versa,*
- b) *words implying any gender encompass all genders, and*
- c) *references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.*

**THIS** is page 3 of a total of 7 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

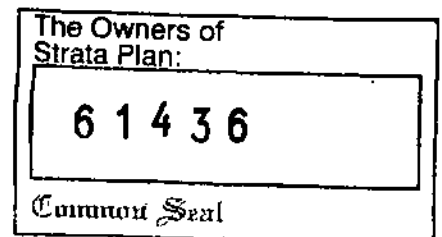
**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**

was affixed on the twenty third day of June 2006  
in the presence of

Names: ..... DANIEL LINDERS .....

Signatures: .....  .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



**Alteration Works** means the additions and alterations undertaken by an Owner (including but not limited to installation of locks or obstructing access or airflow) to any Fire Door in their lot and the common property (including all ancillary structures) which contravene or are prohibited by:

- any Requirements,
- this by law, or
- the Australian Standards applicable to fire safety from time to time.

**Associated Costs** means any costs associated with the inspection of the Fire Door and Essential Services Equipment and includes, but is not limited to:

- travel time of the managing agent,
- any additional charges the owners corporation may be charged by the strata managing agent under the terms of the managing agent's contract with the owners corporation,
- any charges imposed by the third party inspectors contemplated by this by-law,
- any charges imposed by engineers or consultants,

which may become necessary (in the reasonable opinion of the executive committee) and are incurred as a result of non-compliance of the Owners' obligations under this by-law.

**Essential Services Equipment** means any essential services equipment related to fire safety that may be installed in a lot from time to time.

**Indemnified and Indemnify** means the Owner must indemnify the owners corporation against any loss or damage (including legal costs) the owners corporation suffers as a result of the Owner's breach of this by-law, including liability under section 65(6) of the Act in respect of any property of an Owner, and will pay those amounts to the owners corporation upon request.

**Inspection** means inspection once each year subject to reasonable notice being given to each Owner.

**Inspection Cost** means the cost of the inspection of the Essential Services Equipment.

**Maintain** means to properly maintain and keep Essential Services Equipment and common property to which they are installed, affixed or erected in a state of good and serviceable repair and/or replace Essential Services Equipment if considered necessary by the executive committee.

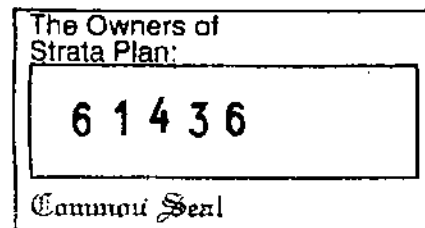
**THIS** is page 4 of a total of 7 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the twenty third day of June 2006  
in the presence of

Names: ..... DANIEL LINDERS .....

Signatures: .....  .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.





**Owners** means registered owners in Strata Plan No 61436.

**Remedy** means, if an Owner fails to comply with any obligation under this by-law, the owners corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the relevant Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

**Requirements** means any:

- a) statutory requirements,
- b) conditions of development approvals,
- c) rules, regulations, conditions, requirements or specifications of the local council or any other authority or government/statutory department,
- d) related or applicable to fire safety.

**Special By-Law No. 3      Satellite Dishes**

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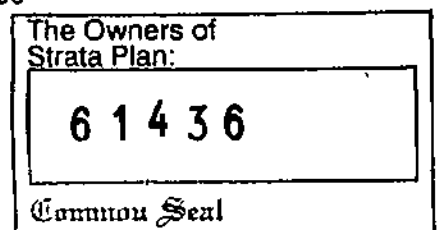
1. An owner or occupier of a lot must not install nor permit the installation within the common property of a satellite dish without the prior approval in writing of the owners corporation, for which the owner or occupier has made application to the owners corporation in writing.
2. An approval given by the owners corporation shall be subject to the following conditions:
  - a) The satellite dish is not to be attached to any exterior common property surface of the building.
  - b) The satellite dish is to be connected to existing integrated connections.
- The incoming Executive Committee to investigate the provision of a roof mounted satellite system to service all Units.

**THIS** is page 5 of a total of 7 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436.**

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the twenty third day of June 2006  
in the presence of

Names: ..... DANIEL LINDERS.....

Signatures: .....  .....



Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**Special By-Law No. 4 Car parking on common property**

---

- a) No motor or other vehicle shall park or stand upon common property except with the consent of the owners Corporation
- b) The Owners Corporation shall have the following powers in respect of any motor vehicle or other vehicle parked or otherwise standing upon the common property in breach of Clause (a) of this by-law:-
  - I. The power and authority to remove that motor or other vehicle from the parcel.
  - II. Incidental to the removal of the said vehicle the power and authority to arrange for the towing and/or storage of that vehicle.
  - III. The power and authority to recover from the owner of the said vehicle the costs of and incidental to the Owners Corporation carrying out any powers or authorities conferred hereunder as a debt due by the person to the Owners Corporation.
- c) The powers and authorities contained in Clause (b) may be exercised by the Owners Corporation at the request of any person legally entitled to occupy a car space if that car space is occupied by a motor or other vehicle without the consent of that person, PROVIDED THAT, the Owners Corporation shall be entitled to recover any costs whatsoever arising out of the removal or otherwise of that unauthorised vehicle from the person making the request.

**Special By-Law No. 5 Storage of personal items on common property**

---

Owners or occupiers of lots must not store any items of personal property on the common property except with the prior written approval of the owners corporation.

Personal items stored on the common property without the written approval of the owners corporation will be removed to recycling rooms.

**Special By-Law No. 6 Responsibility of others**

---

If you lease or licence your Lot, you must:

Ensure that your tenant or licensee and their visitors comply with the by-laws; and

Take all action available to you, including action under the lease or licence agreement, to make them comply or leave Strata Plan 61436.

**THIS** is page 6 of a total of 7 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the twenty third day of June 2006  
in the presence of

Names: ..... DANIEL LINDERS .....

Signatures: .....  .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**Special By-Law No. 7 Behaviour of Children**

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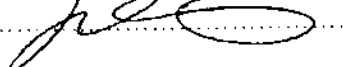
You must not allow children in your care to:

- a) Climb on gates, rails, fences or over the tennis net.
- b) Ride skate boards, roller blades or bicycles (with the exception of child trainers) on the common property within the strata scheme.

**THIS** is page 7 of a total of 7 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

**THE COMMON SEAL** of **THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the twenty third day of June 2006  
in the presence of

Names: ..... DANIEL LINDERS.....

Signatures: .....  .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Form: 15CB  
Release: 2.2  
www.lands.nsw.gov.au

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



**AD990761U**

**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/SP61436

(B) **LODGED BY**

Document Collection Box <i>14</i>	Name, Address or DX, Telephone, and LLPN if any	CODE  <b>CB</b>
	LINDERS STRATA MANAGEMENT PTY LTD LOCKED BAG 1919 ST LEONARDS NSW 1590 Reference: Phone: 8424 9727	

- (C) The Owners-Strata Plan No. 61436 certify that pursuant to a resolution passed on 07 February 2008 and  
 (D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—  
 (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. SPECIAL BY-LAW NOS 8 & 9  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

See attached Annexure



(F) The common seal of the Owners-Strata Plan No. 61436 was affixed on 05 March 2008 in the presence of—

Signature(s):

Name(s): DANIEL JOHN LINDERS

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:

**STRATA SCHEME NO 61436**

**ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS**

**Special by-law No 8 Removal of Abandoned Cars**

**PART 1  
DEFINITIONS & INTERPRETATION**

In this by-law, unless the context otherwise requires or permits:

- (a) **Lot** means any lot in strata plan 61436.
- (b) **Occupier** means the occupier of a Lot.
- (c) **Owner** means the owner of the Lot.
- (d) **Owners corporation** means the owners corporation created by the registration of strata plan registration no 61436.
- (e) **Visitor Parking Areas** means all the common property visitor parking spaces in strata scheme 61436 registered on the strata plan.

In this by-law, unless the context otherwise requires, a word which denotes:

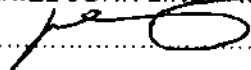
- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2  
RIGHTS, POWERS AND OBLIGATIONS**

- 1) The Owners Corporation shall have the following additional powers, authorities, duties and functions in relation to car parking in the strata scheme:
  - (a) The power to enter into arrangements with third parties (including vehicle towing services) to remove vehicles that are parked in contravention of this by-law from the strata scheme; and
  - (b) The power to erect signage advising that vehicles parked in contravention of this by-law will be removed from the strata scheme.

**THIS** is page 2 of a total of 4 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the fifth day of March 2008  
in the presence of

Names: .....DANIEL JOHN LINDERS.....  
Signatures: ..........



Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**PART 3  
PARKING ARRANGEMENTS**

- 1) An owner or occupier of a lot shall not park or stand, a motor or other vehicle upon the Visitor Parking Areas except with the prior written consent of the owners corporation.
- 2) An owner or occupier of a lot shall not park or stand, or allot to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area) at any time, except with the written approval of the owners corporation.
- 3) An owner or occupier of a lot shall not permit any invitees to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area).
- 4) Notwithstanding Part 3 clause (3) an owner or occupier of a lot shall not permit any invitees to park or stand, or allow to park or stand, a motor or other vehicle upon the Visitor Parking Area for more than 24 hours at any one time.
- 5) An owner or occupier of a lot must not permit any employee, tradesperson, removalist or the like to park or stand a motor or other vehicle upon the Visitor Parking Areas for a period exceeding six hours without prior written consent of the owners corporation.


**PART 4  
ENDURING OBLIGATIONS**

An Owner or Occupier:

- (a) must comply with any approval or directions of the owners corporation given under this by-law; and
- (b) agrees that by parking a vehicle on the common property in contravention of this by-law that owner or occupier irrevocably consents to the removal of the vehicle under the terms contained in Part 2 Clause 1(a) and section 651B of the Local Government Act 1993; and
- (c) who has parked a vehicle (or allowed an invitee to park a vehicle) on the common property in contravention of this by-law, such vehicle being subsequently removed under Part 2 Clause 1(a) hereby;
  - i. indemnifies the owners corporation for the costs incurred by the owners corporation of removing and storing the vehicle; and
  - ii. agrees that an agreement pursuant to section 651C(2)(d) of the Local Government Act 1993 has been made and is in force; and
  - iii. indemnifies the owners corporation for any damage caused to the vehicle as a result of action to remove the vehicle under Part 2 Clause 1(a).

**THIS** is page 3 of a total of 4 and is the annexure to the Change of By-Laws form by **THE OWNERS - STRATA PLAN NO 61436**.

**THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 61436**  
was affixed on the fifth day of March 2008  
in the presence of

Names: ..... DANIEL JOHN LINDERS .....  
Signatures: .....  .....



Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**Special By-Law No 9** Cleaning of Oil Spills & Recovery of Costs

The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

The power, by its agents, employees or contractors, to enter a car space lot upon 14 days written notice to the occupier of the lot for the purpose of cleaning oil spills from the common property floor of the lot.

The power to recover from the owner of the car space lot the Owners Corporation's costs for removal of oil spills from the lot as a debt due by the owner to the owners corporation, including but not limited to the removal fees incurred by a third party, the associated cost incurred by its strata managing agents or its building manager to enforce this by-law.

**THIS** is page 4 of a total of 4 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436.**

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the fifth day of March 2008  
in the presence of

Names: ..... DANIEL JOHN LINDERS .....

Signatures: .....  .....



Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Form: 15CB  
Release: 3-2

### CHANGE OF BY-LAW

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



# AG996315M

**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/SP61436	
(B) LODGED BY	Document Collection Box  <b>6326J</b>	Name, Address or DX, Telephone, and Customer Account Number if any LINDERS STRATA MANAGEMENT PTY LTD LOCKED BAG 1919 ST LEONARDS NSW 1590 Reference: Account No. 132145H
	CODE  <b>CB</b>	

- (C) The Owners-Strata Plan No. 61436 certify that pursuant to a resolution passed on 13 February 2012 and  
 (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996  
 the by-laws are changed as follows—  
 (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. SPECIAL BY-LAW 11  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

See attached Annexure



(F) The common seal of the Owners-Strata Plan No. 61436 was affixed on 16 April 2012 in the presence of—

Signature(s):

Name(s): DANIEL JOHN LINDERS

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



**STRATA SCHEME NO 61436**

**ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS**

**SPECIAL BY-LAW NO. II**

**Renovations (Lot 82)**

**PART 1**

**PART 1.1**

**GRANT OF RIGHT**

- 1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this by-law.

**PART 1.2**

**THIS BY-LAW TO PREVAIL**

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

**PART 2**

**DEFINITIONS & INTERPRETATION**

**2.1 Definitions**

In this by-law, unless the context otherwise requires or permits:

- (a) **Act** means the *Strata Schemes Management Act, 1996 (NSW)*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 2 Macquarie Road, Auburn.
- (d) **Council** means Auburn Council.
- (e) **Insurance** means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of

**THIS** is page 2 of a total of 6 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

**THE COMMON SEAL** of **THE OWNERS – STRATA PLAN NO 61436**

was affixed on the thirteenth day of April 2012  
in the presence of

Names: ..... DANIEL JOHN LINDERS.....

Signatures: .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



\$10,000,000;

- (ii) insurance required under the *Home Building Act, 1989*, (if any); and
  - (iii) workers' compensation insurance.
- (f) Lot means lot 82 in strata plan 61436.
- (g) Owner means the owner(s) of the Lot.
- (h) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 61436.
- (i) Renovations means the following renovations to the Lot:
- (i) replacement of all fixtures and tiles in kitchen (no plumbing changes);
  - (ii) replacement of all fixtures, relocation of power points and replacement of tiles with waterproofing of membrane in bathroom (no plumbing changes);
  - (iii) replacement of all fixtures, relocation of power points and replacement of tiles with waterproofing of membrane in ensuite (no plumbing changes);
  - (iv) replacement of built-in wardrobes in bedrooms;
  - (v) replacement of air-conditioning unit in same location; and
  - (vi) removal of existing flooring and replacement with floating laminate in living room and bedrooms.
- (j) Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of the Renovations together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

## 2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

## PART 3

### CONDITIONS

#### 3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

#### 3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) for air-conditioning, must have a new condenser unit (external) that:
  - (i) is mounted on vibration pads in a location so to minimise noise and vibration;
  - (ii) is installed unobtrusively in a location as approved by the Owners Corporation;
  - (iii) has an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the building; and
  - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing gutting of the Building;
- (c) for hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation for time to time and shall not have a weighted standardised impact sound pressure level L<sub>nT,w</sub> exceeding 35 when measured in situ in accordance with Australian Standard AS ISO 140-7 "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004 "Acoustics- Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation; and
- (d) be manufactured and designed to specifications for domestic use.

#### 3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;

- (d) ensure that any electricity or other services required to install the Renovations are installed so they are connected to the Lot's electricity supply;
- (e) carry out the Installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

### 3.4 After Installation of the Works

#### 3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

#### 3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

### 3.5 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) not vary the works (except as expressly contemplated by this by-law) without the approval

of the Owners Corporation;

- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) use reasonable endeavours to cause as little disruption as possible when using the Renovations;
- (f) ensure that any electricity or other services required to operate the Renovations are installed so they are connected to the Lot's electricity supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
- (h) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (i) ensure the Renovations do not cause water to escape or water penetration to lot or common property (including the Lot); and
- (j) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

### 3.6 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

### 3.7 Ownership of Works

The Works will always remain the property of the Owner.

### 3.8 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

**THIS is page 6 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 61436.**

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**

was affixed on the thirteenth day of April 2012

in the presence of

Names: ..... DANIEL JOHN LINDERS.....

Signatures: .....  .....

Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



6/6

Form: 15CB  
Release: 3.1  
www.lpma.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



**AG322264Q**

**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/SP61436	
(B) LODGED BY	Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any LINDERS STRATA MANAGEMENT PTY LTD LOCKED BAG 1919 ST LEONARDS NSW 1590 Reference: Phone: 8424 9727
	CODE  <b>CB</b>	

- (C) The Owners-Strata Plan No. 61436 \_\_ certify that pursuant to a resolution passed on 30 March 2011 and  
 (D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—  
 (E) Repealed by-law No. 16  
 Added by-law No. SPECIAL BY-LAW NO. 10  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

See attached Annexure



(F) The common seal of the Owners-Strata Plan No. 61436 was affixed on 14 April 2011 in the presence of—

Signature(s):   
Name(s): DANIEL JOHN LINDERS

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

**STRATA SCHEME NO 61436**

**ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS**

**Special By-Law No. 10**

**Prohibition of Animals**

1. In this by-law, unless the context otherwise requires or permits:
  - a) Act means the *Strata Schemes Management Act 1996 (NSW)*.
2. Any terms in this by-law will have the same meaning as those defined in the Act.
3. Subject to section 49 (4) of the Act, an owner or occupier of a lot must not keep any animal on the lot or the common property.
4. Notwithstanding clause 3 any animal approved under any previous by-laws applicable to the strata scheme prior to the making of this by-law shall remain in force for the life of the particular animal.

**THIS** is page 2 of a total of 2 and is the annexure to the Change of By-Laws form by **THE OWNERS – STRATA PLAN NO 61436**.

**THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 61436**  
was affixed on the fourteenth day of April 2011  
in the presence of

Names: .....DANIEL JOHN LINDERS.....

Signatures: .....



Being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Form: 97-07L  
Licence: AUS/0625/96

# LEASE

New South Wales  
Real Property Act 1900



Office of State Revenue use only

OFFICE OF STATE REVENUE (N.S.W. TREASURY)	
1996/97	P13
NO STAMP DUTY IS PAYABLE ON THIS INSTRUMENT	

(A) **PROPERTY LEASED**  
If appropriate, specify the part or premises.



Certificate of Title Folio Identifier 100/866754  
PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. "3840 'Rawson Gibb'" hereinafter called the "demised premises" together with right of way and easement referred to in Clauses 1 and 2 of Annexure "B" hereto.

(B) **LODGED BY**

LTO Box  W	Name, Address or DX and Telephone MILAD S RAOO & ASSOC SOLICITORS 19 QUEEN STREET AUBURN NSW 2144 REFERENCE (15 character maximum):	WLP 98 1463
------------------	--	-------------

(C) **LESSOR** ..... **DAAR PTY LIMITED (ACN 002 705 053)** .....

(D) The lessor leases to the lessee the property described above.  
Encumbrances (if applicable) 1. .... 2. .... 3. .... 4. ....

(E) **LESSEE**

L	<b>ENERGYAUSTRALIA</b>
	TENANCY:

Fifty (50) years at a rental of Ten cents (\$0.10) per annum payable at the expiration of

- (G) 1. **TERM:** the said term (if demanded)
2. **COMMENCING DATE:** 1 JULY 1998
3. **TERMINATING DATE:** 30 JUNE 2048
4. ~~With an OPTION TO RENEW~~ for a period of ..... set out in
5. ~~With an OPTION TO PURCHASE~~ set out in
6. Together with and reserving the **RIGHTS** set out in Annexure "B" hereto "B"
7. Incorporates the provisions set out in **ANNEXURE** hereto. W578000
8. Incorporates the provisions set out in **MEMORANDUM** No. .... filed in the Land Titles Office.

*Handwritten signatures and initials*



(H) DATE ..... We certify this dealing correct for the purposes of the Real Property Act 1900.

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

THE COMMON SEAL of DAAR PTY LIMITED )  
(ACN 002 705 053) )

.....  
Signature of Witness )

was hereunto affixed by authority of the )  
Board of Directors in the presence of: )

.....  
Name of Witness (BLOCK LETTERS)

.....  
Secretary Address of Witness



.....  
Director Signature of Lessor

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

SIGNED SEALED AND DELIVERED for and )  
on behalf of ENERGY AUSTRALIA by )

.....  
Signature of Witness )

its duly constituted Attorney pursuant to Power )  
of Attorney registered Book 4129 No. 872 who )  
declares that he holds the position set out )

.....  
Name of Witness (BLOCK LETTERS)

beneath his signature: )

.....  
Address of Witness  
Witness

.....  
Signature of Lessee  
22.7.98  
Manager - Property & Insurance Group

(I) STATUTORY DECLARATION

I solemnly and sincerely declare that; the time for the exercise of Option to Rencw/Purchase in expired lease No. ....  
has ended; the lessee under that lease has not exercised the option; and a variation of lease extending the term has not been  
entered into. I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.  
Made and subscribed at ..... in the State of ..... on ..... 19.....  
in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualifications of Witness

.....  
Signature of Lessor

L.G.A: AUBURN  
LOCALITY: AUBURN

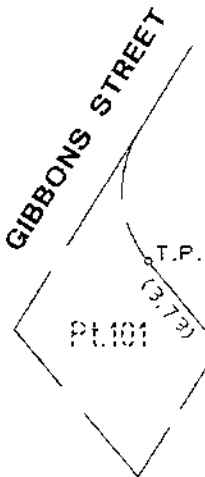
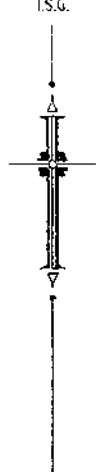
# PLAN

## SHOWING SUBSTATION PREMISES No.3840 RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES WITHIN C.T. FOLIO IDENTIFIER 100/866754

PARISH OF LIBERTY PLAINS - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:100

I.S.G.



100

D. P.

8 6 6 7 5 4

C.T. FOLIO IDENTIFIER

100/866754

RAWSON STREET

STREET

(R) RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES

THE STRUCTURE COMPRISING THE PREMISES TO BE LEASED FORMS THE BOUNDARIES OF THE SITE SHOWN AS SUBSTATION PREMISES HEREON.

SUBSTATION PREMISES No.3840 'RAWSON GIBB'

*A. L. Bull*

A. L. BULL  
REG'D SURVEYOR

9-JANUARY-1998

### SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "A" REFERRED TO IN LEASE MADE BETWEEN DAAR PTY LIMITED AS LESSOR AND ENERGYAUSTRALIA AS LESSEE

SIGNED FOR & ON BEHALF OF DAAR PTY LIMITED

*Richard Rand*

SIGNED FOR & ON BEHALF OF ENERGYAUSTRALIA

X *[Signature]*  
Attorney

Witness

*[Signature]*

LODGE WITH LOCAL LINKS

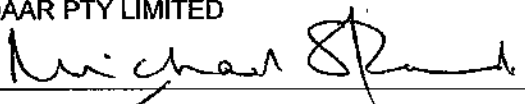
28/9

**ANNEXURE "B" TO MEMORANDUM OF LEASE  
MADE THE DAY OF 1998  
BETWEEN DAAR PTY LIMITED AS LESSOR  
and ENERGIAUSTRALIA AS LESSEE**

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes (0.6 Wide) (1.0 Wide) (1.0 Wide) (1.465 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Right of Way and Easement for Electricity Purposes (0.6 Wide) (1.0 Wide) (1.0 Wide) (1.465 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 10 of Memorandum W578000 is amended by the deletion of the words "and any air ducting".
4. Clause 11 of Memorandum W578000 is deleted.

SIGNED FOR AND ON BEHALF OF  
DAAR PTY LIMITED

  
\_\_\_\_\_

u:199819814631921516.Doc(wlp)

SIGNED FOR AND ON BEHALF OF  
ENERGIAUSTRALIA

X   
\_\_\_\_\_



### CONSENT TO LEASE

Lessor: Daar Pty Limited ACN 002 705 053  
Lessee: EnergyAustralia  
Property: Part Folio Identifier 100/866754 being part premises 2 Macquarie Road,  
Auburn

Westpac Banking Corporation ARBN 007 457 141 as mortgagee under mortgage registered number **2941333** hereby consents and agrees to the within lease but as from registration thereof only and without prejudice to and reserving to the said Bank all its rights and remedies against the lands comprised in the said mortgage and also subject to the condition that the said Bank whether or not it has entered into possession of the said lands, shall in no way be bound to perform and shall not incur any liability in respect of the covenants and agreements expressed or implied in the said lease and on the part of the lessor to be observed and performed and that the lessee shall obtain the consent or approval of the said Bank or its assigns in addition to that of the lessor in all cases where under the said lease the consent or approval of the lessor is required.

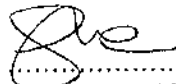
Dated this .....1<sup>ST</sup>..... day of SEPTEMBER..... 1998

Office - Property Finance Group

Signed Sealed and Delivered  
for and on behalf of  
**Westpac Banking Corporation**  
ARBN 007 457 141 by

*LOUIS KEPPELT*

its duly constituted Attorney  
who is personally known to me



.....  
Averil Joy Klein  
Bank Officer  
130 Phillip Street Sydney

**WESTPACBANKINGCORPORATION**  
ARBN 007 457 141  
by its Attorney

who respectively states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the and office of the Registrar General No 831 Book 4059 under the authority of which this instrument has been executed.

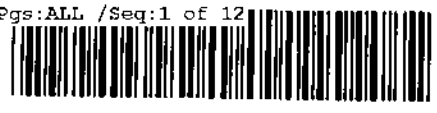


.....  
Manager Legal

Form: 10CN  
Release: 5.3

# CHANGE OF NAME

New South Wales  
Real Property Act 1900



## AJ106995E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RPA) 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. *Extra fee paid (62x107 = 634.00)*

(A) TORRENS TITLE

[Empty Torrens Title box]

(B) REGISTERED DEALING

Number Leases *(See Annexure)*      Torrens Title *(See Annexure)*

(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any AUSGRID <i>(11:50)</i> <i>SP1A: WARTERS</i> DX 9863 ALEXANDRIA	CODE <b>CN</b>
<i>lw</i>	Reference:	

(D) REGISTERED PROPRIETOR

Whose name is to be changed; show the name as it currently appears on the Torrens Title  
ENERGYAUSTRALIA

(E) NEW NAME

Of the above registered proprietor in full  
AUSGRID

(F) The registered proprietor of the above registered dealing applies to have my new name recorded in the Register in respect of that registered dealing and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) STATUTORY DECLARATION BY THE APPLICANT\*

I, BRIAN WARTERS  
solemnly and sincerely declare that—

- I am AUTHORISED SIGNATORY ON BEHALF OF AUSGRID
- on \_\_\_\_\_ at \_\_\_\_\_ in the SELECT >>> >>> >>> >>>  
I married \_\_\_\_\_
- As per the Energy Services Corporations (Change of Name) Regulation 2011, Energy Australia has changed name to Ausgrid. (see attached).*

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the State of New South Wales on 17 JULY 2014  
in the presence of LINDA WALTERS of 570 GORGE ST, SYDNEY, NSW  
 Justice of the Peace (J.P. Number: 192444)     Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~
- I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ (Omit ID No.)~~

Signature of witness: Linda Walters      Signature of applicant: BWaters

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

*(NOS) NO CP'S*

**2011 No 105**

Energy Services Corporations Amendment (Change of Name) Regulation  
Clause 1 2011

---

**Energy Services Corporations Amendment (Change of  
Name) Regulation 2011**

under the

Energy Services Corporations Act 1995

**1 Name of Regulation**

This Regulation is the *Energy Services Corporations Amendment  
(Change of Name) Regulation 2011*.

**2 Commencement**

This Regulation commences on the day on which it is published on the  
NSW legislation website.

**3 Amendment of Energy Services Corporations Act 1995 No 95**

**(1) Schedule 1 Energy services corporations**

Omit "Country Energy" from Part 2 of the Schedule.

Insert instead "Essential Energy".

**(2) Schedule 1, Part 2**

Omit "EnergyAustralia". Insert instead "Ausgrid".

**(3) Schedule 1, Part 2**

Omit "Integral Energy Australia". Insert instead "Endcavour Energy".

ANNEXURE A

AJ106995

Title reference	Dealing number
CP/SP61162	6966760
CP/SP61164	7918871
CP/SP61322	7529839
CP/SP61424	AA178945
CP/SP61436	5252813
CP/SP61485	6380090
CP/SP61527	AA501483
CP/SP61643	6520082
CP/SP61667	7792258
CP/SP61871	5984355
CP/SP62158	AA777538
CP/SP62325	7608193
CP/SP62475	AA384285
CP/SP62559	6759033
CP/SP62660	6807530
CP/SP62661	6807531
CP/SP62775	6837506
CP/SP63094	6841509
CP/SP63309	7319997
CP/SP63341	9182334

ANNEXURE A

Title reference	Dealing number
CP/SP63503	8325008
CP/SP63607	6569763
CP/SP63664	7032118
CP/SP63717	7076013
CP/SP63767	7044720
CP/SP63903	9393452
CP/SP64038	AA178957
CP/SP64146	8971890
CP/SP64228	7159245
CP/SP64256	8899317
CP/SP64272	6985926
CP/SP64462	AC165186
CP/SP64626	7423399
CP/SP64730	AB865043
CP/SP64807	AC695283
CP/SP64932	7871109
CP/SP64946	8309916
CP/SP64972	AD259726
CP/SP65086	8364890
CP/SP65111	AA325493



ANNEXURE A

Title reference	Dealing number
CP/SP65391	5162070
CP/SP65530	AA254288
CP/SP65647	7712574
CP/SP65702	7667135
CP/SP65708	6001448
CP/SP65717	7067545
CP/SP65901	7717966
CP/SP65907	7654029
CP/SP66106	7811521
CP/SP66181	7867853
CP/SP66300	7467814
CP/SP66459	8364891
CP/SP66638	7959330
CP/SP66694	AB934703
CP/SP66870	8713990
CP/SP67205	AC574226
CP/SP67235	AA451985
CP/SP67246	AB725721
CP/SP67258	9418819
CP/SP67304	8273372

ANNEXURE A

Title reference	Dealing number
CP/SP67386	8413224
CP/SP67559	7795859
CP/SP67565	9480449
CP/SP67607	8610536
CP/SP67608	8610536
CP/SP67665	8394110
CP/SP67782	8562760
CP/SP67907	8579644
CP/SP67995	9141314
CP/SP68110	9832889
CP/SP68694	8610165
CP/SP68695	8610165
CP/SP68755	9063167
CP/SP68972	8996921
CP/SP68978	8940261
CP/SP6898	6351064
CP/SP69052	9160252
CP/SP69103	9357222
CP/SP69132	9159156
CP/SP69140	8964460

ANNEXURE A

Title reference	Dealing number
CP/SP69204	8553575
CP/SP69315	AA780148
CP/SP69352	9061619
CP/SP69371	9150877
CP/SP69440	8413224
CP/SP69543	9953470
CP/SP69567	9209659
CP/SP69581	AB464371
CP/SP69746	8965840
CP/SP69758	9072985
CP/SP69936	AA288301
CP/SP70012	9472603
CP/SP70145	AB396892
CP/SP70150	9417262
CP/SP70158	AA235363
CP/SP70298	AA19015
CP/SP70446	AC353820
CP/SP70456	AA235246
CP/SP70488	9448414
CP/SP70530	8407407

ANNEXURE A

Title reference	Dealing number
CP/SP70871	AB636995
CP/SP70974	9080301
CP/SP71103	AB74508
CP/SP71140	AA37543
CP/SP71198	AA714331
CP/SP71215	AD107826
CP/SP71247	AB390777
CP/SP71281	9888707
CP/SP71871	AB888230
CP/SP71897	AA987496
CP/SP71951	2701014
CP/SP71980	9722706
CP/SP72314	AB858717
CP/SP72442	AA508001
CP/SP72540	AA200219
CP/SP72557	AB324200
CP/SP72886	AB701725
CP/SP72924	AC707500
CP/SP72955	AF889804
CP/SP72964	AA709205

ANNEXURE A

Title reference	Dealing number
CP/SP73082	AB242445
CP/SP73205	8904524
CP/SP73236	AB388480
CP/SP73318	AB55397
CP/SP73502	AA959304
CP/SP73528	AB401402
CP/SP73608	AC291878
CP/SP73802	AA692070
CP/SP73850	AC566459
CP/SP73943	AD862278
CP/SP73990	9306542
CP/SP73991	9306542
CP/SP74191	AB824633
CP/SP74248	2169251
CP/SP7448	9701629
CP/SP7474	AA989897
CP/SP74758	AE862118
CP/SP75028	AB502226
CP/SP75071	AF264107
CP/SP75760	AB794969

ANNEXURE A

Title reference	Dealing number
CP/SP75809	AB883112
CP/SP76483	I119944
CP/SP76683	AC112086
CP/SP76902	8122383
CP/SP76963	AC43101
CP/SP77286	AC440191
CP/SP77684	AC623931
CP/SP77796	AE349103
CP/SP77938	AC633660
CP/SP77975	AD254856
CP/SP77992	AB430496
CP/SP78129	AC746571
<del>CP/SP78518</del>	<del>6248507</del>
CP/SP78566	AC754621
CP/SP78843	9306542
CP/SP78875	6221328
CP/SP79678	AD344481
CP/SP80022	AF892778
CP/SP80345	AD866511
CP/SP80522	AD511455

DELETE

I am authorised to  
 make the alteration -  
 AHE

BRIAN WALTERS - ANSERID

ANNEXURE A

Title reference	Dealing number
CP/SP8093	AA706071
CP/SP81128	AE443377
CP/SP81412	AE236181
CP/SP81899	AE634486
CP/SP82279	AE596221
CP/SP82487	AE553825
CP/SP82837	AF41550
CP/SP82954	AF175349
CP/SP83116	AF103591
CP/SP83285	AB695506
CP/SP83833	7936341
CP/SP83861	AF524775
CP/SP84416	7850694
CP/SP84574	AF858620
CP/SP84632	AF75450
CP/SP84812	AF935752
CP/SP85105	AG94996
CP/SP86011	AB279908
CP/SP88677	AE554875
CP/SP88677	AE554876

ANNEXURE A

DELETE

DELETE

Title reference	Dealing number
CP/SP88678	AE554874
CP/SP89873	AA29372
<del>CP/SP9392</del>	<del>6103500</del>
CP/SP9414	AG56747
D/373329	5043142
<del>F/27893</del>	<del>AB540954</del>
G/419941	AC894693
X/420706	AC455958

I am authorised to  
make the alterations.

Brian Warters  
BRIAN WALTERS - RISEAII)



## **Special Conditions**

Should there be any discrepancies or contradictions between the special conditions and the standard clauses of the contract, then the special conditions shall prevail.

### **32 The printed clauses of the Contract are amended as follows:**

32.1 The definition of “work order” in clause 1 is amended by adding the following words at the end thereof :” issued in writing by a competent authority”.

32.2 Clause 3 is deleted

32.3 Clause 4.1 is amended by deleting the word “normally”.

32.4 Clause 6.2 is deleted

32.5 Clause 7.1.1 the words “5%” is replaced by the words “\$1.00”

32.6 Clause 7.2 is deleted.

32.7 Clause 10.1.8 and 10.1.9 are amended by deleting the word “substance” and replacing it with “existence”

32.8 Clause 14.4.2 is deleted.

32.9 Clause 16.5, the words “plus another 20% of that fee” is deleted.

32.10 Clause 16.8 is deleted.

32.11 Clause 23.13 and 23.14 are deleted. . Purchaser is to obtain the Sec.109 Strata Certificate or Sec.26 Community Land Management Certificate from the Owners Corporation.

### **33 Notice to Complete**

If either party is unwilling or unable to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice after the day on which the notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

Should the Vendor become entitled to and serve a Notice to Complete hereunder the Purchaser must pay to the Vendor on settlement the amount of \$200.00 plus GST to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such legal costs and the interest stated in clause 32 are paid on completion and it is an essential term of this contract that such legal costs and the interest be so paid.

### **34 Interest for Purchaser’s Default**

If for any reason which is not the fault of the Vendor completion does not occur by the completion date, the Purchaser agrees as an essential term of this Contract to pay to the Vendor at completion on the balance of the price and on any other moneys payable on completion, interest in respect of the period from the completion date to the date of actual completion calculated daily at the rate of ten percent (10%) per annum.

The Purchaser acknowledges that the interest set out in this clause represents a genuine pre-estimate of the Vendor's anticipated loss arising out of late completion.

### **35 Transfer**

The particulars of title disclosed in this contract are sufficient to enable the Purchaser to prepare a form of Transfer and the Vendor's statement of title shall be deemed to have been delivered as at the date of this contract. The Purchaser shall serve the transfer on the Vendor in accordance with the Contract for Sale. Should the Purchaser serve a Transfer not in accordance with the Contract at least 14 days before the due date for completion under the Contract for Sale the purchaser shall pay on completion to the Vendor the sum of \$110.00 to cover the expenses in the arranging of late execution.

### **36 Condition of Property**

The property is sold and accepted by the purchaser subject to all defects, whether latent or patent, in its present state of repairs, condition, dilapidation and infestation and whether or not the property or any of the improvements, fixtures or inclusions comply with, or are subject to or insured under, the provisions of any legislation. The purchaser cannot make a claim or requisition or rescind or terminate in this regard. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property sold.

It is hereby agreed and declared that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Agreement contains the whole of the Contract between the Vendor and the Purchaser and the Purchaser shall not be entitled to rely on any representation or warranty however made by the Vendor or his/her/their Agent except as are made conditions of this contract.

### **37 No Requisition / Objection**

No objection shall be taken, requisition made or compensation claimed by reason of the existence of passage on or through the Property or any adjoining land or mains, pipes, wires or connections of any gas, electricity, telephone or other system(s) or service(s) whether to the Property or any adjoining property or jointly to both or otherwise and the Purchaser shall take title subject thereto.

### **38 Release of Deposit**

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the vendor's payment of Deposit on the purchase of another property; and/ or Stamp duty on the purchase of another property; and/or land tax for this property.

### **39 Introduction by agent**

The Purchaser warrants that he/she/they has /have not been introduced to the property or the Vendor by any Real Estate Agent other than the agent, if any, named on the front page of this contract and in the event that the Purchaser breaches this warranty he/she/ they will indemnify and keep indemnified the Vendor from and against any claim for compensation,

damages and other actions which may be brought by any other agent against the Vendor arising from a breach of this warranty. This right continues after completion.

#### **40 Purchaser warranty**

The Purchaser warrants that:

The Purchaser does not require finance to purchase this property and/or

The Purchaser has obtained approval for finance to purchase this property and the Purchaser acknowledge that as a result of making this disclosure the Purchaser cannot terminate this contract pursuant to the consumer Credit (NSW) Act 1995.

#### **41 Incapacity**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at Law or Equity had this clause not been included in this Contract, should either party prior to completion die or become mentally ill; or being a company resolve to go into liquidation or have a petition for its winding up or enter into any scheme of arrangement with any of its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator, (provisional or otherwise) or Receiver Manager, or Administrator be appointed to it; then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at as end and the provisions of Clause 19 shall apply.

#### **42 Delay and Reschedule Settlement**

If the Purchaser delete the settlement the purchaser will pay \$220.00 plus GST to the vendor on settlement for cover the vendor's legal service fee for additional work.

If the purchaser cancels settlement after settlement has been made, the Purchaser will pay \$110.00 plus GST to the Vendor on settlement, for each cancellation, to cover the cost of additional work.

#### **43 Requisition on Title**

The requisitions on title or general questions about the property or title must be in the form of the attached requisitions.

#### **44 Settlement Venue**

Settlement of this matter shall take place wherever the vendor's mortgage directs. If the property is not mortgaged and the vendor's hold the Certificate of Title then settlement shall be effected at the vendor conveyancer's office. Should the purchaser require settlement to take place at any other venue then the purchaser shall pay a fee of \$88.00. This fee must be paid at or prior to settlement

#### **45 Deposit by Instalments**

The purchaser acknowledges and agrees that the vendor may, but is not required to accept payment of the deposit by instalments.

Notwithstanding any other provisions of this contract, if the vendor accepts payment of the deposit by instalments, the deposit actually paid by the purchaser is less than ten per cent

(10%) of the purchase price, and the vendor becomes entitled to forfeit the deposit actually paid, the purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid (to the intent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default. The provisions of this special condition are in addition to and not in substitution for the rights of the Vendor under Clause 9 of this Contract.

#### **46 Tenancy**

If the property is sold subject to existing tenancies, the purchaser confirms that the purchaser has satisfied itself about the attached copy (s) of the lease (s) and cannot make any claim or requisition or rescind or terminate the contract in respect of the copy (s) of the lease(s) attached.

The vendor does not promise that the Agreement will be in force at the Completion date.

The Purchaser will make rental adjustment with the tenant, or leasing agent, as the Case may be, and the Purchaser can not request Vendor to make any deduction from the settlement adjustment money for any rental related matter.

#### **47 Swimming Pool**

If the property contains a swimming pool, vendor does not warrant that the swimming pool complies with requirements imposed by the Swimming Pools Act 1992. Vendor may do not have the Certificate for the swimming pool.

The purchaser can not make any claim or raise any requisition whatsoever in relation to the swimming pool.

#### **48 Error Adjustment**

The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error immediately by another party request.

#### **49 Guarantee**

The guarantor acknowledges that:

The vendor has entered into this contract with the purchaser at the request of the guarantor;

It has given the guarantee in this clause 47 for valuable consideration;

A reference to a guarantor is a reference to the guarantors named in this contract jointly and each of them severally; and

If there is more than one guarantor, this clause 47 binds the guarantors jointly and each of them severally.

The guarantor guarantees to the vendor:

The due and punctual payment of all money payable at any time for any reason to the vendor by the purchaser in connection with this contract, and

The punctual performance and observance by the purchaser of the express or implied obligations of the purchaser in connection with this contract.

Performance of guarantee

If money due and payable under clause 47.2(a) is not paid on time, the guarantor will pay the money to the vendor within seven (7) days of a demand from the vendor even if no demand for payment has been made to the purchaser.

If an obligation of the purchaser under clause 47.2 (b) is not performed on time, the guarantor will perform the obligation immediately after a demand from the vendor even if no demand for performance has been made to the purchaser.

The guarantor indemnifies the vendor against all damages, costs, charges, actions, suits, claims, demands or losses that the vendor may incur for any reason, where either the purchaser does not pay on time any money due and payable to it by the purchaser in connection with this contract or the purchaser does not punctually perform or observe an express or implied obligation of the purchaser in connection with this contract.

The liability of the guarantor and the rights of the vendor under this clause 47 are not adversely affected by anything that might otherwise adversely affect them including:

Transfer of a right of the vendor or any variation of a right of the vendor;

The vendor granting any time or other allowance to the purchaser; or

Acquiescence, delay, acts, omissions or mistakes by the vendor

Until all monies payable to the vendor in connection with this contract are paid and all obligations performed, the Guarantor will not make a claim or enforce a right against the purchaser or its property; or prove in competition with the vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

Executed by the Purchaser (company)

Signed by (more than  
One director or  
Secretary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office (director/ secretary)

\_\_\_\_\_  
Office (director/ secretary)

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

Signed by (Sole director &  
Secretary) Pty Ltd

\_\_\_\_\_  
Signature

The signatory states that he or she is the sole director  
& sole secretary of the company

\_\_\_\_\_  
Full name

Executed by the guarantor  
Name and address of the  
Guarantor:

\_\_\_\_\_  
Sign (Guarantor)

\_\_\_\_\_  
sign (witness)  
The witness states that he  
Or she is not a party and  
Was present when the  
Signatory signed

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address (witness)

#### **48. Vendor remain in the property after settlement**

Following completion the vendor shall be permitted to remain in occupation of the property for a period of up to 3 months at an agreed rental of \$520.00 per week, provided that if vendor wished to vacate the property earlier than 3 months, then the vendor shall give to the purchaser two weeks' notice.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
14. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

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



# Cumberland Council

16 Memorial Avenue (PO Box 42)  
MERRYLANDS NSW 2160  
T 02 9840 9840 | F 02 9840 9734  
www.cumberland.nsw.gov.au  
DX 25408 MERRYLANDS  
TTY 02 9840 9988  
ABN 22 798 563 329

## Auburn Branch

1 Susan Street, Auburn NSW 2144  
PO Box 118, AUBURN NSW 1835  
T 02 9735 1222 | F 02 9643 1120

Our Reference: C-10-06/11  
Contact: Development Assessment

Mrs F Liu  
PO Box 1011  
AUBURN NSW 1835

## PLANNING CERTIFICATE

Issued under Section 149(2) of the  
*Environmental Planning and Assessment Act, 1979*

Certificate No: 27474  
Receipt No: 1135076  
Date: 23 January 2017  
Your Reference: 0787:22528

### Property Details

**Address:** 186/2 Macquarie Road, AUBURN NSW 2144

**Legal Description:** Lot 186 SP 61436

**Owner(s) Name (as recorded by Council):**

Mr S R Kuhu  
186/2 Macquarie Road  
AUBURN NSW 2144

In accordance with the requirements of Section 149(2) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

### 1. Names of Relevant Planning Instruments and DCPs

*The name of:*

- (a) each environmental planning instrument that applies to the carrying out of development on the land.
- (b) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (c) each development control plan that applies to the carrying out of development on the land.

*In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

- 1(a) Auburn Local Environmental Plan 2010 as amended.  
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005.  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy	(Affordable Rental Housing) 2009
State Environmental Planning Policy No. 62	Sustainable Aquaculture.
State Environmental Planning Policy	(Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy	(State and Regional Development) 2011
State Environmental Planning Policy (Miscellaneous Consent Provisions)	2007.
State Environmental Planning Policy No. 19	Bushland in Urban Areas.
State Environmental Planning Policy No. 21	Caravan Parks.
State Environmental Planning Policy No. 30	Intensive Agriculture.
State Environmental Planning Policy No. 32	Urban Consolidation (Redevelopment of Urban Land).
State Environmental Planning Policy No. 33	Hazardous and Offensive Development.
State Environmental Planning Policy No. 50	Canal Estate Development.
State Environmental Planning Policy No. 55	Remediation of Land.
State Environmental Planning Policy No. 64	Advertising and Signage.
State Environmental Planning Policy No. 65	Design Quality of Residential Flat Development (Amendment 3).
State Environmental Planning Policy No. 70	Affordable Housing (Revised Schemes).
State Environmental Planning Policy	Building Sustainability Index: BASIX 2004
State Environmental Planning Policy	(State Significant Precincts) 2005
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007

1(b) Draft State Environmental Planning Policy (Competition) 2010

1(c) Auburn Development Control Plan 2010.

## 2. Zoning and Land Use under relevant LEPs

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

- (a) *the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No. 2(a)”)*,
- (b) *the purpose for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,*
- (c) *the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,*
- (d) *the purposes for which the plan or instrument provides that development is prohibited within the zone,*
- (e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
- (f) *whether the land includes or comprises critical habitat,*
- (g) *whether the land is in a conservation area (however described),*
- (h) *whether an item of environmental heritage (however described) is situated on the land.*

(a) Zone R4 - High Density Residential (Auburn Local Environmental Plan 2010)

(b) Under the provisions of the Auburn Local Environmental Plan 2010 development for the purpose of the following may be carried out within the zone WITHOUT DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.
- the provisions specified under uses permitted without consent under the Land Use Table - Zone R4 High Density Residential of the Auburn Local Environmental Plan 2010.

- the provisions listed under exempt development which satisfies the criteria for exempt development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.
- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development without consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

(c) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITH DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions which may be carried out with development consent.
- the provisions specified under objectives of the zone of the Land Use Table - Zone R4 High Density Residential of the Auburn Local Environmental Plan 2010, the consent authority may not grant development consent to the carrying out of development within the applicable zone unless the consent authority is of the opinion that the carrying out of the development is consistent with the objectives of the zone.
- the provisions listed under uses permitted with consent in the Land Use Table - Zone R4 High Density Residential of the Auburn Local Environmental Plan 2010.
- the provisions listed under complying development which satisfies the criteria for complying development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.
- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development with consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

(d) Development for a purpose that is listed as being 'Prohibited' for the applicable zone is currently included under Part 2 Permitted or Prohibited Development and the Land Use Table

of the Auburn Local Environmental Plan 2010.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for prohibited development under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

- (e) There are no development standards applying to this land that fix a minimum land dimension for the erection of a dwelling-house.
- (f) The land does not include or comprise critical habitat.
- (g) The land is not located within a heritage conservation area under the provisions of Auburn Local Environmental Plan 2010.
- (h) The land has not been identified as containing an item of environmental heritage significance under the Auburn Local Environmental Plan 2010.

### 3. Complying Development

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

#### General Housing Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

#### Rural Housing Code

- (1) or (2) The land is not affected by the Rural Housing code.

#### Housing Alterations Code and Industrial Alterations Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

#### General Development Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

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

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

### **Subdivisions Code**

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

### **Demolition Code**

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

### **Fire Services Code**

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

## **4. Coastal Protection**

*Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.*

Council has not been notified by the Department of Public Works that the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act, 1979.

### **4a Certain information relating to beaches and coasts**

- (1) *In relation to a coastal council—whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on*

*the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.*

(2) *In relation to a Coastal Council:*

- (a) *whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and*
- (b) *if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.*

(3) *(Repealed)*

4a The land is currently not affected by provisions included under this part.

#### **4b Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

*In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).*

*Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as sea walls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.*

4b The land is currently not affected by provisions included under this part.

### **5. Mine Subsidence**

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

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

### **6. Road Widening and Road Realignment**

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

- (a) *Division 2 of Part 3 of the Roads Act, 1993, or*
- (b) *Any Environmental Planning Instrument, or*
- (c) *Any resolution of the Council.*

- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.
- (b) The land is not affected by any road widening or road realignment under any Environmental Planning Instrument.
- (c) The land is not affected by any road widening or road realignment under a Council resolution.

### **7. Council and other public authority policies on Hazard Risk Restriction**

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

- (a) *adopted by the Council, or*

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

- (a) Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Auburn Local Environmental Plan 2010. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Auburn Local Environmental Plan 2010 which is available on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is not affected by a flood control lot under the Auburn Local Environmental Plan 2010.

- (b) Council has been notified by Parramatta City Council that the following Flood Management Studies have been carried out and adopted. They are:-
1. Duck River Flood Study Parramatta City Council – Final Flood Study Report (September 2006).
  2. Lower Parramatta River Flood Plain Risk Management Study – Draft February 2003.

For more detailed information and enquiries regarding the above flood studies and affected areas please contact Council's Works and Services Department, Engineering Division.

Council has been notified that the Department of Planning has adopted the *New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010)*. The guideline can be viewed at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

The applicant should also refer to projected sea level rise low, medium and high scenario maps on [http://www.ozcoasts.org.au/climate/Map\\_images/Sydney/mapLevel2.jsp](http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp) for further information.

## **7a Flood related Development Controls Information**

- (1) *Whether or not the development on that land or part of the land for the purposes of dwellings, 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.*

If development on the land or part of the land for above purposes is affected by a flood control lot under Auburn Local Environmental Plan 2010, the applicant should refer to Council's Stormwater Drainage Part - Auburn Development Control Plan 2010 on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

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

If development on the land or part of the land under Auburn Local Environmental Plan 2010 for any other purposes is subject to flood related development controls, the applicant should refer to Council's Stormwater Drainage Part of the Auburn Development Control Plan 2010 available on the New South Wales legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

- (3) *Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.*

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

## 8. Land Reserved for Acquisition

*Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

The land is not affected by the Auburn Local Environmental Plan 2010 - Land Reservation Acquisition Map for the purposes of acquisition under the Act.

## 9. Contributions Plans

*The name of each Contributions Plan applying to the land:*

Auburn Development Contributions Plan 2007.

## 9A Biodiversity Certified Land

*If the land is biodiversity certified land (within the meaning of Part 7A A of the Threatened Species Conservation Act 1995), a statement to that effect.*

The land is not biodiversity certified land within the meaning of the above Act.

## 10. Biobanking Agreements

*If the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*

The land is not affected by a Bio-banking agreement under the Act.

## 11. Bush Fire Prone Land

*If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.*

The land is not located within an area that is bush fire prone as defined by the Environmental Planning and Assessment Act, 1979.

## 12. Property Vegetation Plans

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

The land is not affected by a Property Vegetation Plan under the *Native Vegetation Act, 2003*.

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

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act, 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).*



The land is not affected by an order issued under the Trees (Disputes between Neighbours) Act 2006.

#### **14. Directions under Part 3A (Environmental Planning and Assessment Act 1979)**

*If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.*

There are no ministerial directions in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979.

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

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

- (a) *a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
  - (i) *the period for which the certificate is current, and*
  - (ii) *that a copy may be obtained from the head office of the Department, and*
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

(a) & (b) The land is not subject to a site compatibility certificate.

#### **16. Site Compatibility Certificates for Infrastructure**

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

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

(a) & (b) There is no site compatibility certificate issued under the State Environmental Planning Policy (Infrastructure 2007) in respect of the land.

#### **17. Site Compatibility Certificates and Conditions for Affordable Rental Housing**

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
  - (a) *the period of which the certificate is current, and*
  - (b) *that a copy may be obtained from the head office of the Department.*
- (2) *A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

(1) & (2) There is no current site compatibility certificate (affordable rental housing) of which council is aware or a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that has been

imposed as a condition of consent to a development application for the land.

## 18. Paper Subdivision Information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) *The date of any subdivision order that applies to the land.*
- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

(1), (2) & (3) The land is not affected by a proposed or adopted development plan by Council or a subdivision order.

## 19. Site Verification Certificates

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

- (a) *the matter certificated by the certificate, and*  
**Note.** *A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*
- (b) *the date on which the certificate ceases to be current (if any), and*
- (c) *that a copy may be obtained from the head office of the Department.*

(a), (b) & (c) There is no site verification certificate on the land.

## 20. Loose-fill Asbestos Insulation

*If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act, 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.*

The land is not included or affected within the meaning of the given act.


### Note:

*Section 59(2) of the Contaminated Lands Management Act 1997 prescribes the following matters that are to be specified in a Planning Certificate:*

- a) *That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- b) *That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- c) *That the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,*
- d) *That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- e) *That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided any time to the local authority issuing the certificate.*

(a) The land is not significantly contaminated land (or part of the land) within the meaning of the Contaminated Lands Management Act 1997 at the date when the certificate is issued.

- (b) The land is not subject to a management order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (d) The land is not subject to an ongoing maintenance order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (e) The land is not subject to a site audit statement within the meaning of the *Contaminated Lands Management Act 1997*.



**MALCOLM RYAN**  
**INTERIM GENERAL MANAGER**

**Per: Karl OKorn**  
Manager- Development Assessment

**Please Note:**

A Section 149(5) Certificate provides additional information relating to the subject land, including:

- Cumberland Plain Native Vegetation; and
- Other Information.

