



# Marketing Contract

3/176 Sunnyholt Rd  
Kings Park

• PROPERTY • BUSINESS •

# Contract for the sale and purchase of land 2022 edition

**TERM**  
**vendor's agent**  
**MEANING OF TERM**  
 L J Hooker  
 61 Main Street, Blacktown, NSW 2148

**NSW DAN:**  
**phone:** 02 9621 1222  
**email:** pmodaressi.blacktown@ljhooker.com.au

**co-agent**

**vendor** Helen Sestic & Veronica Sestic



**vendor's solicitor** Law Team  
 Suite 3.08 4 Ilya Ave Erina NSW 2250

**phone:** 13 55 29  
**email:** hello@lawteam.com.au  
**ref:** 241300

**date for completion** 28th day after the date of this contract (clause 15)  
**land (address, plan details and title reference)** 3/174-176 SUNNYHOLT RD KINGS PARK NSW 2148  
 Lot 3 STRATA PLAN 33634  
 Folio Identifier 3/SP33634

**improvements** ☐ VACANT POSSESSION ☒ subject to existing tenancies  
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☐ other: factory unit

**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** ☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood  
☐ blinds ☐ curtains ☐ insect screens ☐ solar panels  
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove  
☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna  
☐ 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)

**Where there is more than one purchaser** ☐ JOINT TENANTS  
☐ tenants in common ☐ in unequal shares, specify:

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

**buyer's agent**

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

## SIGNING PAGE

<p><b>VENDOR</b></p> <p><b>Signed by</b></p> <p>Helen Sestic</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>PURCHASER</b></p> <p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<p><b>VENDOR (COMPANY)</b></p> <p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>	<p><b>PURCHASER (COMPANY)</b></p> <p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>



## Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW* payment☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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


  
 law team
   
 PROPERTY

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 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 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60

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

Integrated Strata Management Neighbourly Strata  
E| admin@neighbourly.co  
P| 02 8880 1040



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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



**WARNINGS**

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

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



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

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

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).



**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
- 30.6.2 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
- 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

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## Special conditions for the sale of commercial properties (NSW)

### 33 DEFINITIONS

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**Approvals** means all approvals, consents, permits and licences from all relevant Authorities.

**Authority** includes any government or governmental, semi-governmental, statutory, administration, financial or other body, department, council or entity.

**Confidential Information** means this contract and all information relating to or incidental to this contract.

**Disclosure Information** means any written information relating to the property disclosed to the purchaser by or on behalf of the vendor, including any information that is publicly available.

**Guarantee** means any agreement, deed, bond, security deposit, bank guarantee, security indemnity or other form of security contained in or relating to the Tenancies and that benefits the vendor.

**Law** means any common law, equity law, statute, regulation, rule, proclamation, ordinance, by-law, code, Australian Standards or environmental planning instrument.

**Tenancy** means any lease, sublease, licence or other occupancy agreement specified or disclosed in this Contract.

**Tenancy Schedule** means any Tenancy on or otherwise affecting the property or part of the property.

**Tenancy Document** means a document setting out the terms of a Tenancy, copies of which are attached to this contract.

**Tenant** means a tenant, subtenant, licensee or other occupant of the property or part of the property.

**Tenant's Property** means all property owned or leased by a Tenant under the Tenancies, including all fixtures, fittings, signs, equipment and goods, but does not include any items owned or otherwise belonging to the vendor.

**Undisclosed Tenancy** has the meaning set out in clause **Error! Reference source not found.**

**Warranties** means any warranties and guarantees the vendor holds for any improvements, fixtures or inclusions on the property.

### 34 GOODS AND SERVICES TAX (GST) –

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#### 34.1 Clause 13

(a) This clause 34 is to be read in conjunction with the provisions of printed clause 13.

#### 34.2 Supply of a going concern

The parties agree that the sale is the supply of a going concern.

#### 34.3 No requisitions, etc

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The purchaser must not (nor attempt to) make any claim or requisition, rescind or terminate this contract or delay completion because of any matter in connection with this clause 34.

**34.4 Non-merger**

This clause 34 does not merge on completion of this contract.

**35 DISCLOSURE INFORMATION**

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**35.1 Disclosure**

- (a) The vendor discloses and the purchaser acknowledges the Disclosure Information.
- (b) The purchaser acknowledges and agrees that the vendor gave the purchaser a reasonable opportunity to review the Disclosure Information before the contract date.
- (c) Subject to legislation that cannot be excluded, the vendor does not make any warranty in relation to the accuracy, reasonableness or completeness of the Disclosure Information.

**35.2 Purchaser warranties**

The purchaser warrants that it has:

- (a) reviewed the Disclosure Information;
- (b) made and relied on its own enquiries and has satisfied itself in relation to all matters in connection with the property as disclosed or referred to in or arising from the Disclosure Information; and
- (c) entered into this contract and accepts title to the property on the basis of clauses 0 and 35.2(b).

**35.3 No requisitions.**

The purchaser must not (nor attempt to) make any claim or requisition, rescind or terminate this contract or delay completion because of any matter:

- (a) disclosed or referred to in, or omitted or arising from, the Disclosure Information (including any error or inaccuracy in, or the incompleteness of, the Disclosure Information); and
- (b) otherwise in connection with this clause 35.

**36 WARRANTIES**

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**36.1 Purchaser warranty**

The purchaser warrants that, before the contract date, it has inspected and satisfied itself in relation to all matters contained in or arising from the Warranties.

**36.2 Post completion obligations**

- (a) On and after completion, the purchaser must comply with all of the vendor's obligations under the Warranties
-

- (b) The purchaser indemnifies and must keep the vendor indemnified from and against all liability for any Claims as a result of a breach of clause (a).

### 36.3 Service and maintenance contracts

Despite any other provision of this contract, the vendor is not required to assign the vendor's interest in any service or maintenance contracts in respect of the property to the purchaser.

### 36.4 No requisitions, etc

The purchaser must not (nor attempt to) make any claim or requisition, rescind or terminate this contract or delay completion because of any matter in connection with this clause 36.

### 36.5 Non-merger

This clause 36 does not merge on completion of this contract.

## 37 TENANCIES

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### 37.1 Clause 24

- (a) This clause 37 is to be read in conjunction with the provisions of printed clause 24, except that clause 24.3.3 is deleted.
- (b) Where there is any conflict or inconsistency between the provisions of this clause 37 and printed clause 24, the provisions of this clause 37 prevail to the extent of the conflict or inconsistency.

### 37.2 Subject to Tenancy

- (a) The purchaser buys the property subject to the Tenancy.
- (b) The purchaser acknowledges that a Tenancy Document may be unsigned, unstamped, unregistered or not in registrable form.
- (c) The vendor does not warrant that:
  - (i) the Tenancy legally binding or enforceable;
  - (ii) the Tenancy will be in existence on completion;
  - (iii) the Tenants will not be in breach or default under the relevant Tenancy in completion; or
  - (iv) the Tenants will remain in occupation of the property or part of the property on completion.

### 37.3 Bond

The purchaser acknowledges that the vendor does not hold a bank guarantee, bond or any security from the Tenant, and accordingly no adjustment will be made on settlement. The purchaser shall not make a claim, requisition, nor delay completion in relation to this disclosure.

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#### 37.4 Purchaser warranties

The purchaser warrants that it has:

- (a) reviewed the Tenancy Documents;
- (b) made and relied on its own enquiries and has satisfied itself in relation to all matters in connection with the Tenants, the Tenancies and the Tenancy Documents; and
- (c) entered into this contract and accepts title to the property on the basis of clauses 37.2(a) and 37.2(b).

#### 37.5 Post completion obligations

- (a) Up to completion, the vendor must comply with all of the landlord's, licensor's and grantor's (as the case may be) obligations under the Tenancy.
- (b) On and after completion, the purchaser must comply with all of the landlord's, licensor's and grantor's (as the case may be) obligations under the Tenancy, including any option to renew or right of first refusal contained in any Tenancy Document.
- (c) The purchaser shall not require the Vendor to enable registration of an existing Tenancy Document if it is not in registrable form.

#### 37.6 Indemnities

The purchaser indemnifies and must keep the vendor indemnified from and against all liability for any Claims on and following completion because the purchaser (or the purchaser's successors in title) does not comply with the landlord's, licensor's or grantor's (as the case may be) obligations under the Tenancies.

#### 37.7 Dealings before completion

- (a) The vendor must keep the purchaser informed of the vendor's dealings with the Tenants before completion.
  - (b) The purchaser acknowledges and agrees that the vendor may do any of the following before completion:
    - (i) grant a new Tenancy to a Tenant;
    - (ii) negotiate and vary the terms of a Tenancy;
    - (iii) consent or object to an assignment of a Tenancy;
    - (iv) accept or object to a surrender of a Tenancy;
    - (v) consent or object to a sublease, licence or other dealing proposed by a Tenant;
    - (vi) terminate a Tenancy because of a breach or default by a Tenant;
-

- (vii) negotiate and undertake rent reviews under a Tenancy;
  - (viii) generally deal with the Tenants and other interested persons in relation to the Tenancies;  
and
  - (ix) take any action to enforce the provisions of or an obligation under a Tenancy on a Tenant.
- (c) The list in clause (b)(b) is not exhaustive.
- (d) Subject to clause (e), the vendor must obtain the purchaser's prior written consent to the matters referred to in clauses (b)(i) to (b)(vii)(inclusive) which the purchaser:
- (i) must respond (to the vendor's request for consent) promptly;
  - (ii) cannot unreasonably withhold its consent; and
  - (iii) is regarded as having provided its consent if it does not object in writing to the vendor within 5 business days after the vendor's request for consent (time being of the essence).
- (e) The vendor is not required to obtain the purchaser's consent under clause (d) in relation to any matter that is required by legislation under the Tenancies.

#### 37.8 **Lease Money**

- (a) If the vendor receives Lease Money relating to a period after the adjustment date, the vendor must pay that Lease Money to the purchaser within 10 business days after receiving it.
- (b) If the purchaser receives Lease Money relating to a period before the adjustment date, the purchaser must pay that Lease Money to the vendor within 10 business days after receiving it.
- (c) Despite this clause 37 and printed clause 14, no amount of Lease Money is adjusted on completion if that amount is paid or payable by a Tenant to a third party.

#### 37.9 **Tenant's Property**

- (a) The property is sold subject to the Tenants' rights of ownership in respect of the Tenant's Property in accordance with the Tenancies.
- (b) The Tenant's Property is an exclusion.

#### 37.10 **No requisitions etc**

The purchaser must not (nor attempt to) make any claim or requisition, rescind or terminate this contract or delay completion because of any matter in connection with this clause 37.

#### 37.11 **Non-merger**

This clause 37 does not merge on completion of this contract.

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### **38 PURCHASER'S ACKNOWLEDGMENT**

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- 38.1 Without excluding, modifying or restricting the purchaser's rights under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Purchaser acknowledges it purchases the Property: a) in its present condition and state of repair;
- (a) subject to all defects latent and patent;
  - (b) subject to any infestations and dilapidation;
  - (c) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; subject to any non-compliance, that is disclosed in this Contract, with the Local Government Act or any Ordinance under that Act in respect of any building on the land, as at the date of this Contract.
- 38.2 The Purchaser relies on their own knowledge, inspection and enquiries regarding the state of repair and condition of the property (including any services on or passing through the property) and its suitability for any particular purpose or use and has not relied on, nor been induced to enter into this contract by, any express or implied statement, representation or warranty made or given by or on behalf of the vendor, except those expressly set out in this contract.
- 38.3 The Purchaser cannot require the Vendor to carry out any repairs or works on the property.
- 38.4 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, claim for compensation or delay completion for any reason arising out of any of the matters covered by this Clause.

### **39 SERVICES**

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- 39.1 The purchaser takes title subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the property or any other property.

### **40 REAL ESTATE AGENT**

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The purchaser warrants to the vendor that it has not been introduced to the Property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

### **41 DELAY INTEREST**

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- 41.1 If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month at the rate of 10% per annum on the balance of the purchase price payable under this contract in respect of the period commencing on the day following the date for completion and ending on
-

completion. This clause does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

- 41.2 The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion.
- 41.3 It is an essential term of this contract that the interest due is paid on completion.
- 41.4 Interest payable pursuant to this clause 41 is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

## **42 WHOLE AGREEMENT**

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In entering into this Contract, the Purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the Vendor or by any person on behalf of the Vendor or otherwise except such as are expressly made in this Contract.

## **43 NOTICE TO COMPLETE**

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- 43.1 If a party is entitled to serve a notice to complete, then the party may at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice). The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.
- 43.2 The party serving a notice to complete reserves the right to withdraw the notice and issue further notices to complete.
- 43.3 Where the Vendor issues a notice to complete in accordance with this clause, the parties agree that the purchaser shall make an adjustment on completion in favour of the Vendor for the sum of \$650 plus GST being for their legal fees of issuing the notice to complete. It is an essential term of this contract that the legal fees for the issue of a notice to complete are paid on completion. The parties agree that this is a genuine pre estimate of the cost to the Vendor of issuing a notice to complete.

## **44 CAPACITY**

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- 44.1 The purchaser promises that the purchaser has the legal capacity to enter into this contract.
- 44.2 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) if a party to this Contract:
- (a) is an individual who before completion:
  - (i) dies; or
  - (ii) becomes mentally ill so that they no longer have legal capacity (within the meaning of mental health legislation or the common law),
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then the Vendor may rescind this contract by written notice to the purchaser's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

- (b) is;
- (i) an individual who before completion is declared bankrupt or enters into any scheme or arrangement to make any assignment or benefit to creditors; or
- (ii) a company which before completion resolves to go into liquidation or has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator appointed or enters into any deed of company arrangement or scheme of arrangement with its creditors;

then that party will be in default under this contract and the Vendor may terminate this contract by written notice to the Purchaser or the Purchaser's solicitor and the provisions of printed clause 9 shall apply.

44.3 This clause 44 is an essential term.

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#### **45 FOREIGN PURCHASER**

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The purchaser warrants that the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975, or that the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

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#### **46 CLAIM FOR COMPENSATION**

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Notwithstanding the provision of clause 7 of the printed conditions of this Contract, any claim for compensation made by the Purchaser shall be deemed to be an objection of requisition for the purposes of Clause 8 of the conditions of this Contract.

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#### **47 SMOKE ALARMS**

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The purchaser cannot make a claim or requisition or rescind or terminate should the vendor not have complied with the provisions of the regulations under the Environmental Planning and Assessment Act 1979 relating to the installation of smoke alarms in the property.

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#### **48 AMENDMENTS TO STANDARD FORM OF CONTRACT**

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48.1 Where there are any inconsistencies between the printed clauses and these additional clauses, the terms of these Additional Clauses shall apply.

48.2 The following printed clauses are amended as follows:

**clause 7.1.1:** replace '5%' with '1%';

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**clause 7.2.4:** delete the words 'and the costs of the purchaser';

**clause 8.1.1:** delete the words 'on reasonable grounds';

**clause 10.1:** the first line is replaced with 'The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of –'.

**clause 11:** delete.

**clause 12:** insert the following at the end of the clause:

'In this clause certificate does not include a building information certificate or building certificate under any legislation. The purchaser must not apply for a building information certificate or building certificate under any legislation without the prior written consent of the vendor.;

**clause 14.4:** replace the words 'not adjust surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other' with the word 'adjust';

**clause 14.4.2:** replace the clause with:

'by adjusting the amount of land tax determined by applying the average rate of land tax including, if applicable, surcharge land tax (as defined in the *Land Tax Act 1956*) payable by the vendor or any predecessor in title for the year to the taxable value of the property';

**clause 14.8:** delete the clause;

**clause 16:** insert the following additional clause:

'16.3A Where the *property* includes personal property subject to a security interest:

- (i) in this clause personal property, secured party and security interest have the same meanings as in the Personal Property Securities Act 2009 (Cth) (PPS Act);
- (ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the PPS Act), and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

**clause 16.4:** amend by deleting 'by' in the first line and replace with 'on'.

**clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments where the adjustment period is the period of the instalments)' to the end of the clause;

**clause 23.6:** replace the clause with:

'If a contribution is not a regular periodic contribution and is not disclosed in this contract then the

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vendor is liable for the levy or part of the levy that is payable prior to the contract date and otherwise it is payable by the purchaser';

**clause 23.9.3:** delete the words 'or before completion';

**clause 23.9.4:** delete the words 'or before completion';

**clause 23.14:** delete the clause;

**clause 28:** this clause is deleted.

**Clause 29:** this clause is deleted.

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#### **49 AMENDMENTS TO CONTRACT**

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- 49.1 Both parties give authority to their legal representatives as noted on the front page of this contract to make changes to this contract on their behalf.
- 49.2 Both parties agree all changes made have been discussed and clarified either in writing or verbally by their legal representatives and agreed to by each party.
- 49.3 Any authorised changes to this contract will not render this contract invalid.

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#### **50 PURCHASER HAS VIEWED AND CONFIRMED CONTRACT TERMS BEFORE SIGNING**

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The purchaser acknowledges that, before signing this contract: it reviewed, understood and confirmed the contract terms and has had the opportunity to obtain independent legal advice.

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## 51 GUARANTEE

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- 51.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 51.2 The word guarantor means each director of the purchaser as at the date of this contract.
- 51.3 If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice at any time prior to completion.
- 51.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor payment of all money payable by the purchaser under this contract; and the performance of all of the purchaser's other obligations under this contract.
- 51.5 The guarantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract and must pay on demand any money due to the vendor under this indemnity.
- 51.6 The guarantor is jointly and separately liable with the purchaser to the vendor for the performance by the purchaser of its obligations under this contract and any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 51.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 51.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 51.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (vi) the winding up of the purchaser.
-

- 51.10 The date of this deed is the date of the Contract.
- 51.11 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 51.12 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 51.13 This clause operates as a deed between the vendor and the guarantor.

EXECUTED AS A DEED: Signed, sealed and delivered by the Guarantor/s named below and witnessed:		
Full Name	Capacity	Signature
Guarantor Name/s:	Purchaser/ Guarantor	
Witness Name:	Witness	

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## STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **HELEN SESTIC AND VERONICA SESTIC**  
Purchaser:  
Property: **3/176 SUNNYHOLT ROAD KINGS PARK NSW 2148**  
Dated:

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### 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 is the nature of any tenancy or occupancy?
  - (b) If it is 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) What is the current rent payable?
  - (e) Please provide details of outgoing payments or contributions to outgoing payments payable and the manner in which they have been calculated (e.g. base year figures).
  - (f) All rent and outgoing payments or contributions to outgoing payments should be paid up to or beyond the date of completion.
  - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
  - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
  - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
  - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
  - (k) Are there any sub-leases? If so, copies should be provided.
  - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?  
If so:
  - (a) complete copies of the disclosure statements as required by that Act should be provided;
  - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
  - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
  - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
  - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
  - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010 (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
8. On or before completion, any mortgage, caveat writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
9. 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.
10. When and where may the title documents be inspected?

11.
  - (a) In these requisitions, *personal property*, *secured party*, *security agreement*, *security interest* and *verification certificate* have the same meanings as in the *Personal Property Securities Act 2009* (Cth).
  - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.
  - (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* (NSW), *Access to Neighbouring Land Act 2000* (NSW), Section 88K of the *Conveyancing Act 1919* (NSW), Section 40 of the *Land and Environment Court Act 1979* (NSW) or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.

#### **Rates and taxes**

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. 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?
16. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

#### **Survey and building**

17. 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.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations and instruments or former instruments been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 6 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
  - (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?



- (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 21.
- (a) Is the Property or the common property affected or have they been previously affected by:
    - (i) termite infestation, treatment or repair?
    - (ii) flooding or dampness?
    - (iii) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 If so, please provide full details.
  - (b) Has asbestos, fibreglass or polyethylene or other flammable or combustible material such as cladding been used in the construction of any of the improvements on the Property or the common property? If so, please provide full details.
  - (c) If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (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* (NSW)?
25. Are any rainwater downpipes connected to the sewer?

#### **Affectations, notices and claims**

26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use 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 such as underground pipes or structures?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) 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.
    - (ii) 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?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?
    - (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?

- (e) If the answer to any part of Requisition 26(d) is yes, please:
    - (i) provide full details;
    - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
    - (iii) provide full details regarding the extent of any non-compliance.
- 27.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### **Applications, Orders etc**

28. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
29. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
30. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
31. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
32. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

33. Has the initial period expired?
34. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
35. If the Property includes a utility lot, please specify the restrictions.
36. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
37. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
38. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
39. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
40. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
41. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
42. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have then been consolidated? If so, please provide particulars.
43. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
44. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
45. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.

46. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount been made?
47. Has an internal dispute resolution process been established? If so, what are its terms?
48. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

49. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Warranties and service contracts**

50. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
51. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

#### **Requisitions and transfer**

52. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
53. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
54. 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.
55. 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.
56. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

#### **Completion**

57. Please confirm that on completion you will hand to us:
  - (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
  - (b) the Certificate of Title Folio Identifier;
  - (c) Transfer executed by the vendor and Section 22 Notice;
  - (d) the vendor's copies of all leases and disclosure statements;
  - (e) notices of attornment;
  - (f) all keys in the possession of the vendor;
  - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
  - (h) instruction manuals and warranties for any plant belonging to the vendor;
  - (i) any third party guarantees together with appropriate assignments;
  - (j) any documents required for the purchaser to have benefit of any bonds;
  - (k) tax invoice;
  - (l) depreciation schedule;
  - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property or licence; and
  - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
58. The purchaser reserves the right to make further requisitions prior to completion.
59. 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 the completion date.

#### **Off the plan contract**

60. If the Contract is an off the plan contract:
  - (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.



FOLIO: 3/SP33634

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SEARCH DATE	TIME	EDITION NO	DATE
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12/6/2024	2:07 PM	10	7/5/2018

LAND

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LOT 3 IN STRATA PLAN 33634  
AT KINGS PARK  
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

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HELEN SESTIC  
VERONICA SESTIC  
AS TENANTS IN COMMON IN EQUAL SHARES (T AB180575)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP33634

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

241300

PRINTED ON 12/6/2024



FOLIO: CP/SP33634

SEARCH DATE	TIME	EDITION NO	DATE
12/6/2024	2:07 PM	8	12/3/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 33634  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGS PARK  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF PROSPECT COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 2 SP33634

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 33634  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- RAY WHITE COMMERCIAL NORTH WEST  
PO BOX 6191  
BAULKHAM HILLS BC NSW 2153

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G876741 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 G876742 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 P806511 EASEMENT TO DRAIN WATER APPURTENANT TO PART OF THE LAND ABOVE SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND SHOWN SO BURDENED IN DP618065
- 5 P806511 EASEMENT TO DRAIN WATER AFFECTING THE LAND SHOWN SO BURDENED IN DP618065
- 6 AN181345 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AN181345 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 33634

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 36	2	- 33	3	- 33	4	- 33
5	- 36	6	- 25	7	- 35	8	- 32
9	- 32	10	- 32	11	- 32	12	- 50
13	- 32	14	- 88	15	- 73	16	- 74
17	- 27	18	- 46	19	- 53	20	- 46
21	- 50	22	- 50	23	- 52		

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP33634

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

241300

PRINTED ON 12/6/2024

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

## COUNCIL'S CERTIFICATE

The Council of the City of **Blacktown** is pleased to advise that the **Strata Plan** of **Lot 101 in D.P. 618065** (other than the requirements for the registration of plan) have been complied with, and the plan of subdivision is hereby approved.

This approval is given on the condition that (a) the plan of subdivision is subject to the restriction on user referred to in section 39 of the **Conveyancing Act 1919** and (b) the plan of subdivision is subject to the restriction on user referred to in section 39 of the **Conveyancing Act 1919**.

Date **6-11-1987**  
Subdivision No. **7216**

Complete or other legal requirements.

Council Clerk

## SURVEYOR'S CERTIFICATE

I, **IAN JAMES LACKENBY**, a surveyor registered under the Surveyors Act, 1928, hereby certify that:

- (1) any wall, the inner surface of any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
- (2) any floor or ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;
- (3) any wall, floor, ceiling or structural cubic space, by reference to which any lot is defined or shown in the accompanying floor plan, exists;
- (4) any building containing proposed lots erected on the land shown on the accompanying floor plan are wholly within the perimeter of the parcel; subject to the following conditions:
  - (a) except to the extent that the building encroaches on a public place;
  - (b) saving and withstanding the building encroachment on land other than a public place, in respect of which laws and regulations apply.

(5) the survey indicated in the accompanying location plan is accurate.

Signature: **IAN JAMES LACKENBY**  
Date: **20th AUGUST, 1987**

This is sheet 1 of my Plan in **FOUR** sheets.

PLAN OF LOT 101 IN D.P. 618065



**Blacktown** City : **BLACKTOWN** Locality : **KINGS PARK**

Parish : **PROSPECT** County : **CUMBERLAND**

Reduction Ratio 1: **1/10** Lengths are in metres **(10)**

STRATA PLAN SP 33634

Registered : **N 023 W 04 N**  
**24-10-1988**

C.A. : **No 7216 OF 6-11-1987**

Purpose : **STRATA PLAN**

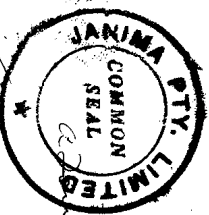
Ref. Map : **U9160-41#**

Last Plan : **DP618065**

Name of, and \*address for service of notices on, the body corporate  
\*Address required on original strata plan only.  
**THE PROPRIETORS OF STRATA PLAN  
N° 170 SUNNYHOLT ROAD  
BLACKTOWN. 2148.**

**Report 6267 - 4/11/87 - SA/87/094**

Signatures, seals and statements of intention to create easements or restrictions as to user.



**THE COMMON SEAL OF SANIMA PTY LIMITED**  
WAS HEREBY AFFIXED IN ACCEPTANCE  
WITH ITS ARTICLES OF ASSOCIATION,  
AND IN THE PRESENCE OF:

**A. J. Bennett (Secretary)**

**18th of August**

**1988 FOR NATIONAL ANNUAL MEETING**

**BY ITS DULY APPOINTED SECRETARY**

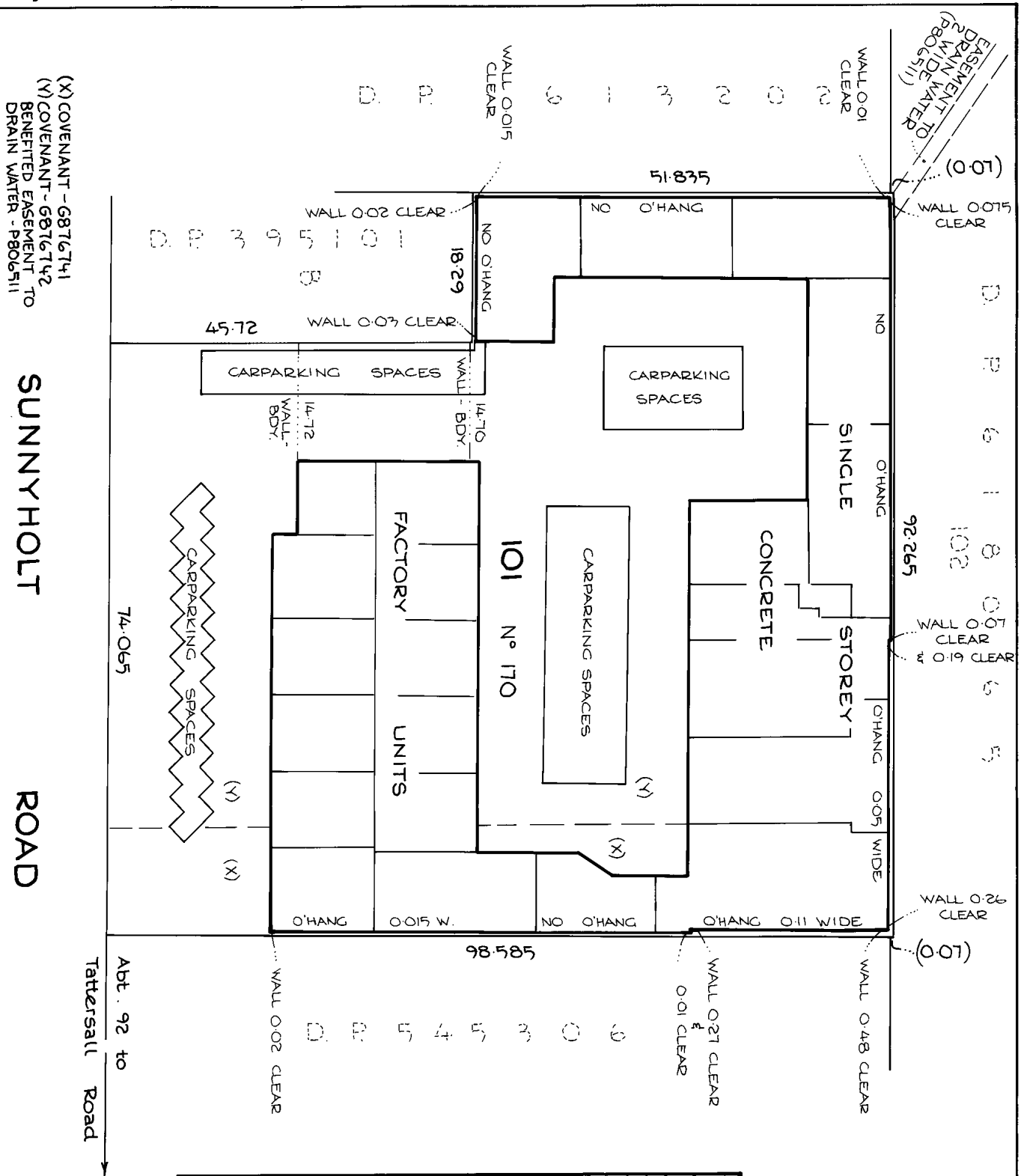
**IN WITNESS WHEREOF**

**Official Seal**

**FOR LOCATION PLAN**

**SEE SHEET N° 2**

STRATA PLAN SP 33634



SCHEDULE OF UNIT ENTITLEMENT	
LOT N°	ENTITLEMENT
1	36
2	33
3	33
4	33
5	36
6	25
7	35
8	32
9	32
10	32
11	32
12	50
13	32
14	88
15	73
16	74
17	21
18	46
19	53
20	46
21	50
22	50
23	52
AGGREGATE	1000

Reduction Ratio 1:500

**Lengths are in metres**

CP 7216 - 6-11-1987

Registered Surveyor

**Council Clerk**

SURVEYOR'S REFERENCE: 45597

\*OFFICE USE ONLY



PT 22

PT 23

(204 m<sup>2</sup>)TOTAL: 260 m<sup>2</sup>

NOTE: • AREAS ARE APPROXIMATE

- Δ DENOTES PROLONGATION OF OUTER FACE OF WALL
- CARPARKING SPACES, DENOTED \*, ARE LIMITED IN HEIGHT TO 4 METRES ABOVE THE TOP OF THEIR RESPECTIVE CONCRETE FLOORS

STRATA PLAN SP 33634

PT 13

PT 22

(14 m<sup>2</sup>)

PT 19

(14 m<sup>2</sup>)

PT 23

(30 m<sup>2</sup>)

PT 22

(14 m<sup>2</sup>)

PT 19

(14 m<sup>2</sup>)

PT 12

(28 m<sup>2</sup>)

PT 16

(28 m<sup>2</sup>)

PT 15

(28 m<sup>2</sup>)

PT 14

(28 m<sup>2</sup>)

PT 7

(14 m<sup>2</sup>)

PT 6

(14 m<sup>2</sup>)

(8.3)

PT 7

(134 m<sup>2</sup>)TOTAL: 174 m<sup>2</sup>

PT 8

(123 m<sup>2</sup>)TOTAL: 149 m<sup>2</sup>

PT 9

(123 m<sup>2</sup>)TOTAL: 149 m<sup>2</sup>

PT 10

(123 m<sup>2</sup>)TOTAL: 149 m<sup>2</sup>

PT 11

(125 m<sup>2</sup>)TOTAL: 151 m<sup>2</sup>

PT 12

(204 m<sup>2</sup>)TOTAL: 258 m<sup>2</sup>

PT 6

(88 m<sup>2</sup>)TOTAL: 116 m<sup>2</sup>

PT 5

(136 m<sup>2</sup>)TOTAL: 178 m<sup>2</sup>

PT 4

(123 m<sup>2</sup>)TOTAL: 151 m<sup>2</sup>

PT 3

(123 m<sup>2</sup>)TOTAL: 151 m<sup>2</sup>

PT 2

(123 m<sup>2</sup>)TOTAL: 151 m<sup>2</sup>

PT 1

(134 m<sup>2</sup>)TOTAL: 162 m<sup>2</sup>

PT 6

(14 m<sup>2</sup>)

PT 5

(42 m<sup>2</sup>)

PT 4

(28 m<sup>2</sup>)

PT 3

(28 m<sup>2</sup>)

PT 2

(28 m<sup>2</sup>)

PT 1

(28 m<sup>2</sup>)

PT 7

(28 m<sup>2</sup>)

PT 6

(28 m<sup>2</sup>)

PT 5

(28 m<sup>2</sup>)

PT 4

(28 m<sup>2</sup>)

PT 3

(28 m<sup>2</sup>)

PT 2

(28 m<sup>2</sup>)

PT 1

(28 m<sup>2</sup>)

PT 7

(28 m<sup>2</sup>)

PT 6

(28 m<sup>2</sup>)

PT 5

(28 m<sup>2</sup>)

PT 4

(28 m<sup>2</sup>)

PT 3

(28 m<sup>2</sup>)

PT 2

(28 m<sup>2</sup>)

PT 1

(28 m<sup>2</sup>)

GROUND FLOOR

Reduction Ratio 1:250

Lengths are in metres

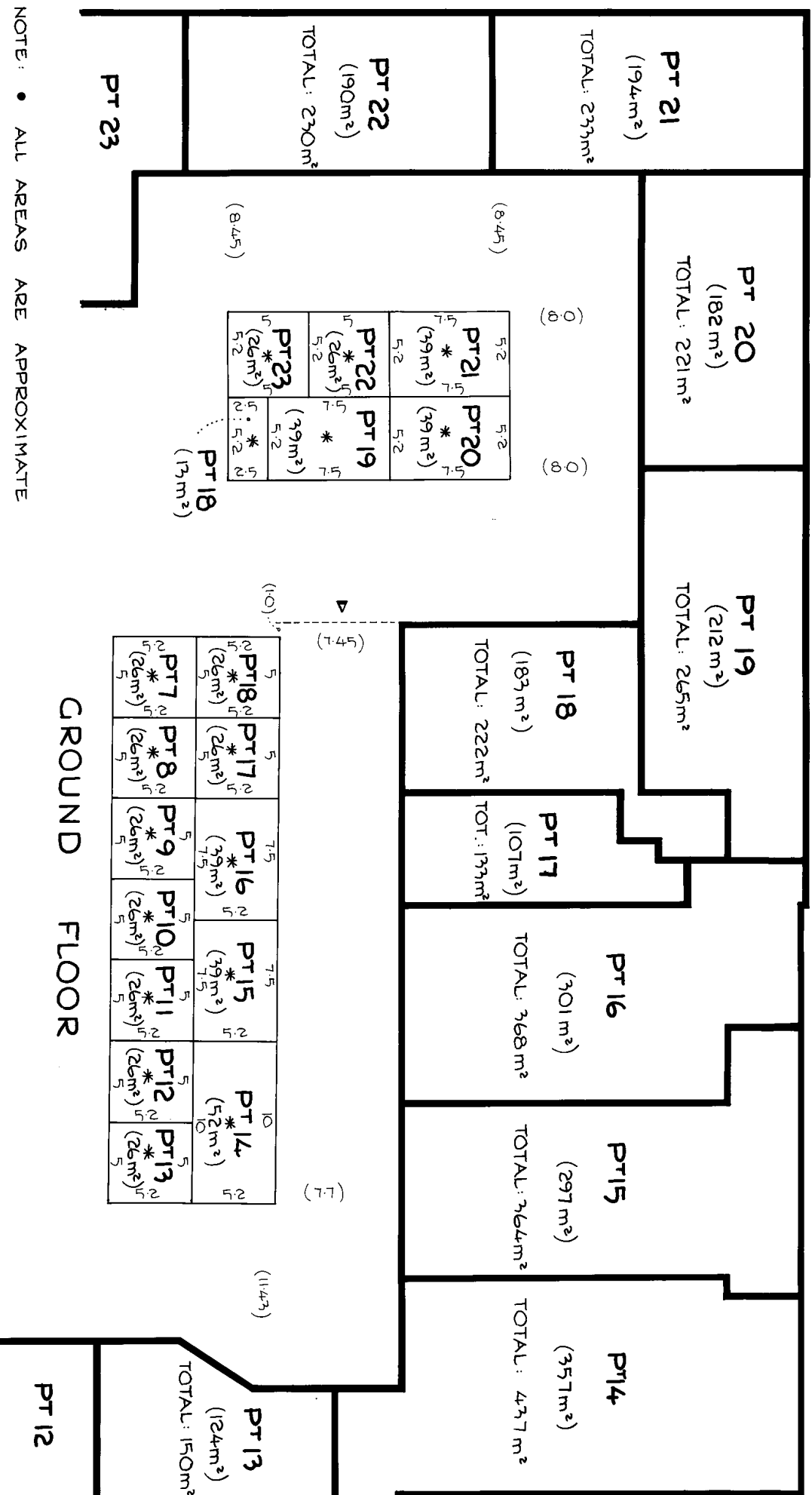


Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 45597

STRATA PLAN SP 33634



GROUND FLOOR

Reduction Ratio 1: 250

Lengths are in metres



9.9.14  
Registered Surveyor  
CP7216 6/11/1987  
Council Clerk

SURVEYOR'S REFERENCE: 45597



NEW SOUTH WALES  
R.P. 13. No. G 876741



Fees:—  
Lodgment  
Indorsement  
Certificate

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

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

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

Full postal address of transferee must be shown.

If to two or more, state whether "as joint tenants" or "as tenants in common."

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate for grant" registered Vol. of the local council required to a subdivision of the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

Strike out if unnecessary, or suitably adjust.

(i) if any encumbrances are to be created or any exceptions to be made.

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

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

I, VINCENT WESLEY PFEIFFER of Blacktown School Teacher

(herein called transferor

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of EIGHT HUNDRED AND FIFTY POUNDS (£850.0.0.) (the receipt whereof is hereby acknowledged) paid to me by

GLEN TIMBERS PTY. LIMITED

(herein called transferee )

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
Cumberland	Prospect	Part	7151	98	being lot D in plan annexed to transfer No. 6*

And the transferee covenants with the transferor his executors administrators and assigns for the benefit of any adjoining land owned by the Transferor his executors but only during the ownership thereof by the Transferor his executors administrators and assigns other than transferees on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the transferee or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.\*

Signed at Blacktown the

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]

Blacktown

Signed

Signed in my presence by the transferee  
The Common Seal of GLEN TIMBERS  
PTY. LIMITED was hereunto affixed  
in the presence of:

Secretary

18<sup>th</sup> day of December 1957

V.W. Pfeiffer  
Transferor.\*

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Signature]  
Transferee(s).

Director

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

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

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

No. G876741 **CONSENT OF MORTGAGEE!**  
N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of— \_\_\_\_\_

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER <u>Covenant.</u>
Checked by	Particulars entered in Register Book. Volume <u>7151</u> Folio <u>98</u>
Passed (in S.D.B.) by	<u>28th</u> day of <u>July</u> , 19 <u>58</u>
Signed by	<u>minutes past 12 o'clock in the afternoon</u> <u>Lawton</u> Registrar-General

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	Received	Docs.
2	Nos.	
3	Receiving Clerk.	

### MPD PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		5/6/58
Draft examined ...		18/7/58
Diagram prepared ...		2/7/58
Diagram examined ...		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		

Vol. 7578 Fol. 18

### EXECUTION OUTSIDE NEW SOUTH WALES.

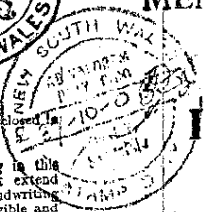
Execution may be proved where the parties are resident:

- in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
- in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
- in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and a Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant title as evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains a covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates. If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



R.P. 13. No. \_\_\_\_\_

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES:—  
Lodgment :  
Endorsement :  
Certificate :  
③

(Trusts must not be disclosed in the transfer.)

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

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

b Full postal address of transferee must be shown.

c If to two or more, state whether "as joint tenants" or "as tenants in common."

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. \_\_\_\_\_"

Where the consent of the local council is required to a subdivision of the certificate and plan mentioned in the L.O. Act, 1900, should accompany the transfer.

f Strike out if unnecessary, or suitably adjust

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

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

g A very short note will suffice.

h Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

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

I, **VINCENT WESLEY REIFFER** of Blacktown School Teacher  
(herein called transferor )  
being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder, in  
consideration of **THREE THOUSAND POUNDS**  
**£ 3000.0.0.** (the receipt whereof is hereby acknowledged) paid to me by  
**WALTER MICHAEL GILL** of Sunnyholj Road Blacktown Timber Merchant  
(herein called transferee )

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only).	(e)
		Whole or Part.	Vol.	Fol.		
Cumberland	Prospect	Part	7151	98	being lot E in the plan hereunto annexed and marked with the letters "A"	

And the transferee covenants with the transferor his executors administrators and assigns for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor his executors administrators and assigns other than transferees on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferee or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.

PLAN REFILED IN  
PLAN ROOM AS F.P.  
404968

Signed at Blacktown the 18<sup>th</sup> day of December 1957

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Walter Michael Gill  
Transferee(s).

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

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

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

LODGED BY PATRICK HARGREAVES AND CO  
SOLICITOR  
A.T.B. RN

No. 876742  
G 876742

**CONSENT OF MORTGAGEE!**  
(N.B.—Before execution read marginal note.)

mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of— \_\_\_\_\_

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

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

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

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

INDEXED	<b>MEMORANDUM OF TRANSFER</b> <i>Covenant.</i>
Checked by _____	Particulars entered in Register Book. Volume <u>7151</u> Folio <u>18</u>
Passed (in S.D.B.) by _____	the <u>28th</u> day of <u>July</u> 19 <u>58</u>
Signed by _____	10 minutes past 12 o'clock in the afternoon <i>Janetson</i> Registrar-General

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

1	4	Received	Docs.
2	5	Nos.	
3	6	Receiving Clerk.	

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>SP</i>	<u>5/6/58</u>
Draft written ...	<i>SP</i>	<u>5/6/58</u>
Draft examined ...	<i>SP</i>	<u>15/7/58</u>
Diagram prepared	<i>SP</i>	<u>24/7/58</u>
Diagram examined ...	<i>SP</i>	
Draft forwarded		
Supt. of Engravers ...	<i>mv</i>	<u>8/11/58</u>
Cancellation Clerk		
Vol. <u>7578</u>	Rel. <u>17</u>	

**EXECUTION OUTSIDE NEW SOUTH WALES.**

Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and A. Consul Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 5/- for each additional Certificate included in the Transfer, (b) £2-0-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.  
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

G 876742 to follow

RP-3A



NEW SOUTH WALES  
STANDARD FORM 1  
**MEMORANDUM OF TRANSFER**  
AND GRANT OF EASEMENT  
REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A	E	X
\$ 30.		

This form is for use where the short form of transfer is unsuitable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) DOW CORNING AUSTRALIA PTY. LIMITED being a company incorporated in the State of New South Wales and having its registered office at 21 Tattersall Road, Blacktown

hereinafter referred to as the **TRANSFEROR**

(b) If a less estate state and in fee simple and add appropriate estate

being registered proprietor of an estate in fee simple<sup>(b)</sup>

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered, particulars sufficient for identification must be furnished.

- (c) 1. Reservations and conditions, if any, contained in the Crown Grant.  
2. Easement to Drain Water created by the registration of Transfer M899111.

3. *6*

in consideration of One dollar

(\$ 1.00 )

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup> JANIMA PTY. LIMITED

and grant hereby transfer to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) JANIMA PTY. LIMITED being a company incorporated in the State of New South Wales and having its registered office at 123 Main Street, Blacktown

hereinafter referred to as the **TRANSFEE**

~~in fee simple~~ out of all such my estate and interest

In the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only <sup>(f)</sup>	County	Parish
Volume	Folio				
11667	173	WHOLE		CUMBERLAND	PROSPECT

(f) Insert lot and plan number, portion etc. See also sections 327 and 327AA Local Government Act, 1919.




K 1100

BT 427-3

RULE UP ALL BLANKS

262 F

(a) Here insert any statements restrictive covenants or exceptions intended to be included. Easement or restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 14 mm and other margins of not less than 10 mm should be preferred. Each additional sheet or page must be signed by the parties and the attesting witnesses.

FULL AND FREE RIGHT for the Grantee and every other person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the Grantee and every other such person as aforesaid from time to time and at all reasonable times to drain by means of an underground pipe under and/or through the strip of land two metres wide (the location of which strip of land is marked with the symbol  in the plan lodged with Transfer No. ~~10671688~~ <sup>10671688</sup> and by means of an earth channel (the location of which earth channel is marked with the symbol  in the said plan) storm waste surface and other waters in any quantities through ~~across~~ <sup>under</sup> the land herein indicated as the servient tenement TOGETHER WITH THE RIGHT to use for the purposes of the easement hereby granted any line of pipes already laid in the location marked with the symbol  in the said plan within the servient tenement for the purpose of draining storm waste surface and other waters or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath the surface of the servient tenement TOGETHER WITH THE RIGHT to enter at all reasonable times with any tools implements or machinery necessary for the purpose upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary PROVIDED THAT in the exercise of any such right all reasonable precautions will be taken to ensure as little disturbance as possible to the surface of the servient tenement and that such surface and will be restored as nearly as practicable to its original condition PROVIDED FURTHER that the cost of such laying inspecting cleansing repairing maintaining or renewing and the cost of restoration of the surface of the servient tenement shall be borne by the registered proprietor for the time being of the dominant tenement


the boundary fencing surrounding, or


boundary fencing

AND IT IS HEREBY AGREED AND DECLARED

- (i) the land to which the benefit of the easement is appurtenant is Lot 1 in plan lodged with Transfer No. H671688 and being the whole of the land comprised in Certificate of Title Volume 8486 Folio 89.
- (ii) the land which is subject to the burden of the easement is the land described in the above schedule.
- (iii) the person having the right to release vary or modify or consent to a release variation or modification of the easement is the registered proprietor for the time being of the dominant tenement.

\*and the said boundary fencing

  
Q. J. Townsend

  
P. H. Townsend





**AUSTRALIA AND NEW ZEALAND  
BANKING GROUP LIMITED**  
INCORPORATING ANZ BANK AND ESEA BANK

P.D. BOX 379.  
BLACKTOWN. 2148  
19.8.76

Our Phone 622123

The Registrar General.  
New South Wales.

.Dear Sir.,

The Australian & New Zealand Banking Group Ltd.  
hereby consent to the transfer by Dow Corning  
Australia Pty Ltd, creating an easement in  
favour of Janima Pty Ltd., being the transfer  
lodged under Dealing No. P806511.

For Australian & New Zealand  
Banking Group Limited.

Signed and Sealed by the said Bank **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**  
at Sydney by its Attorney  
INCORPORATING ANZ BANK AND ESEA BANK

ROBERT ALFRED NANCARROW

who is personally known to me,

Kenneth Stanley Durrant

JUSTICE OF THE PEACE FOR  
NEW SOUTH WALES

By its Attorney

and I, the said Attorney, state that I have not received  
any notice of the revocation of either of the Powers of  
Attorney registered in the Office of the Registrar General  
Sydney as Nos. 115854 and 161153 Miscellaneous Registrar  
under which this document is executed.

*[Signature]*  
ACTING/MANAGER BRANCH SECURITIES DEPARTMENT FOR THE  
TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED.

Conned to P806511

Bind with P806511  
MT LEE UNDER HTLW N56733 1-4

GREAVES WANNAN & WILLIAMS

SOLICITORS

Charles Wilson Wannan  
Geoffrey Lloyd Williams  
Paul Anthony William Frederick  
Peter William Neil  
Peter Paul O'Loughlin

Our Reference JDC:RD  
Your Reference T450/FN

CDE No. 149

COMMERCIAL UNION HOUSE  
109 PITT STREET  
SYDNEY, N.S.W. 2000

Telephone: 233 2966

12th August, 1976.

BY HAND

The Registrar General,  
Registrar General's Office,  
Prince Albert Road,  
SYDNEY 2000

Dear Sir,

Re: P 806511: Transfer and Grant, Dow Corning  
Australia Pty. Limited to Janima Pty. Limited

We refer to your letter of 29th ultimo and advise that we are informed by the Solicitors for Dow Corning Australia Pty. Limited that they will obtain the necessary letter of consent to the transfer and grant from their client's mortgagee, the Australia and New Zealand Banking Group Limited. As soon as this is to hand we shall forward it to you.

We had uplifted the Memorandum of Transfer and Grant of Easement but reldodge it herewith.

Yours faithfully,  
GREAVES WANNAN & WILLIAMS

Per:

*N. Paul*

Encl.

PLAN FORM 1

WARNING: CREASING

Council Clerk's Certificate	Surveyor's Certificate															
<p>I hereby certify that</p> <p>(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and</p> <p>(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended).</p> <p>have been complied with by the applicant in relation to the proposed ..... (Insert "new road", "subdivision" or "consolidated lot" set out herein)</p> <p>Subdivision No .....</p> <p>Date .....</p> <p>(Signature) ..... Council Clerk</p> <p>*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. Delete if inapplicable.</p>	<p>Surveyor's Certificate</p> <p>JOHN THOMAS HIGGINS of HILL &amp; BLUME 185 ELIZABETH ST, SYDNEY</p> <p>of ..... a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan ..... HAS BEEN COMPILED</p> <p>is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1 ..... 2. 10. 75</p> <p>Signature ..... Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth ..... *Strike out either (1) or (2). Insert date of survey.</p>															
<p>Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.</p> <p>This is the plan referred to in Memorandum of Transfer and Grant of Easement dated 29th December, 1975 Between Dow Corning Australia Pty. Limited and Janima Pty. Limited.</p> <p>The COMMON SEAL of DOW CORNING AUSTRALIA PTY LIMITED was hereto affixed by the authority of the Board and in the presence of: <i>P.H. Hanna</i> Secretary</p> <p>The COMMON SEAL of JANIMA PTY LIMITED was hereto affixed by the authority of the Board and in the presence of: <i>(Signature)</i> Secretary</p> <p><i>(Signature)</i> Director</p> <p><i>(Signature)</i> Director</p>																
<table border="1"><tr><td>10</td><td>20</td><td>30</td><td>40</td><td>50</td><td>60</td><td>Table of mm</td><td>100</td><td>110</td><td>120</td><td>130</td><td>140</td><td>150</td><td>160</td><td>170</td></tr></table> <p>SURVEYOR'S REFERENCE 1B560</p>		10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160	170
10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160	170		



Dated at Sydney this 29th day of December 1975.

Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part.

Where executed in foreign territory — an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

Repeat attestation clause &c., if necessary.  
section 117 Real Property Act, 1900 requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

May be witnessed by any responsible person not being party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me

Signature of witness

Name of witness (BLOCK LETTERS)

Qualification of witness

(i) THE COMMON SEAL of DOW CORNING AUSTRALIA PTY LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:



Transferor

Director.

P.H. Trainor  
Secretary

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

(b) Signed in my presence by the transferee who is personally known to me

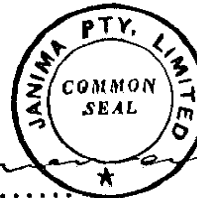
Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

3 MARANA ST. BLACKTOWN. N.S.W.

(i) THE COMMON SEAL of JANIMA PTY. LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:



Transferee

Director

A.J. Townsend  
Secretary

(m) Not required where dealing attested in accordance with note (h); in other cases to be signed by one of the persons referred to in note (h).

	ZOO 2 A 1 A
--	-------------

20th July, 1981

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AN181345W**

**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) <b>TORRENS TITLE</b>	For the common property Folio Identifier CP/SP33634		
(B) <b>LODGED BY</b>	Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Specialist Lawyers Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001  Reference: CC:20170299:SP33634	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 33634 certify that a special resolution was passed on 22/1/2018 .
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. By-Laws 1 to 19, 30 to 42  
Added by-law No. By-Laws 1 to 34  
Amended by-law No.  
as fully set out below:  
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 33634 was affixed on 26/2/2018 in the presence of the following persons) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

ROBERT BARTLETT  
STRATA MANAGER

Signature:

Name:

Authority:





**STRATA SCHEME NO 33634**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

**BY-LAW 1                      DEFINITIONS AND INTERPRETATION OF BY-LAWS**

---

1. In any by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "Act" means the *Strata Schemes Management Act 2015*. Any expression used in a by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in the by-law;
  - (b) Reference to the singular includes the plural and vice versa;
  - (c) A thing includes the whole or part of it;
  - (d) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors, and assigns;
  - (e) A document includes any amendment or replacement of it;
  - (f) "Including" and similar expressions are not words of limitation;
  - (g) Headings are for convenience only and do not affect the interpretation of a by-law.
2. Where consent or approval from the owners corporation is required for the doing of anything under these by-laws, such approval or consent may be given by the strata committee unless the by-law or Act requires that such consent or approval has to be given by the owners corporation at a general meeting.
3. These by-laws do not affect any matter, act or thing done by the owners corporation, an owner or occupier in compliance with the by-laws of the scheme applicable at the relevant time and prior to the adoption of these by-laws by the owners corporation.
4. An owner or occupier who is in breach of any by-law of the scheme applicable when a matter, act or thing was done or not done by the owner or occupier before the adoption of these by-laws, must rectify the breach in accordance with these by-laws.

This is page 2 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: ROBERT BARNETT  
Signatures: [Signature]  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



**BY-LAW 2**

**CONSENT OF OWNERS CORPORATION AND STRATA COMMITTEE**

---

1. Any consent or approval given by the owners corporation or strata committee under these by-laws may be given:
  - (a) at the absolute discretion of the owners corporation or strata committee;
  - (b) either with conditions or without conditions.
2. A consent or an approval given by the owners corporation or strata committee may be revoked if an owner does not comply with:
  - (a) the conditions of the consent or approval; or
  - (b) the by-law under which the consent or approval was given.

**BY-LAW 3**

**COSTS RECOVERABLE BY THE OWNERS CORPORATION**

---

1. An owner (or occupier as the case may be) must pay all costs of the owners corporation in enforcing any breach of the by-laws of the strata scheme. This clause does not limit the operation of any other by-law requiring any person to pay money to the owners corporation.
2. An owner of a lot who leases their lot is responsible for any damage caused by their tenant to the common property and must reimburse the owners corporation for the cost of making good any such damage.
3. Any sum payable by, or an amount recoverable from, an owner of a lot to the owners corporation under these by-laws, will be recoverable as a debt due and payable by the owner to the owners corporation.
4. The debt referred to in clause 2 will:
  - (a) be due and payable at the owners corporation's direction;
  - (b) bear simple interest at the rate prescribed by Section 85 of the Act until paid if the debt remains unpaid after 1 month of being due.
5. The owner must also pay the expenses of the owners corporation in recovering any amount due to it in this or any other by-law.

This is page 3 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

6. The owners corporation may include reference to any amount outstanding in this by-law on a strata information certificate given under Section 184 of the Act in respect of a lot.

---

**BY-LAW 4 SERVICE OF NOTICES AND OTHER COMMUNICATION**

---

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address. Any document, served on an owner or occupier of a lot by email in accordance with this clause is deemed to have been served and transmitted by the sender provided that the sender does not receive any electronic notification of an unsuccessful transmission.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation. The owners corporation may recover as a debt any amounts payable under this clause.
5. The strata committee may waive the requirement in clause 4 for an owner who does not have an email address.

---

**BY-LAW 5 PROVISION OF AMENITIES OR SERVICES**

---

1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to 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) security, concierge and or secretarial services;
  - (b) promotional services;
  - (c) cleaning;

This is page 4 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (d) garbage disposal and recycling services;
- (e) electricity, water or gas supply;
- (f) telecommunication services (for example, cable television);
- (g) advertising;
- (h) management and maintenance of the common property;
- (i) fire safety services.

2. If the owners corporation makes a resolution referred in clause 1, it must indicate in the resolution the amount for which and the conditions on which it will provide the amenity or service.

#### **BY-LAW 6                      DESIGN CODE**

---

1. The terms of this by-law prevail in the extent of any inconsistency with any other by-law.
2. The owners corporation may prescribe a code (known as the Design Code) relating to certain design elements to the lots and the common property.
3. If the owners corporation prescribes a design code, then within a reasonable time, the owners corporation must deliver a copy of the Design Code to each owner. The owner must ensure that a copy of the Design Code is given to their occupier within a reasonable period of time.
4. Each owner and occupier is bound by the Design Code and must comply with its provisions.
5. An owner or occupier of a lot must comply with the Design Code when affixing or attaching any item, fixture or structure to:
  - (a) the outside of the lot;
  - (b) the common property at the lot; or
  - (c) the inside of the lot which is visible from the outside of the lot.
6. The item, fixture or structure referred to in clause 5, includes:
  - (a) blinds;

**This is page 5 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (b) awnings;
  - (c) bars or security grills on windows; and
  - (d) screens or other device to prevent entry of animals or insects.
7. The owners corporation may amend the Design Code from time to time.
  8. If the owners corporation amends the Design Code, the owners corporation must deliver within a reasonable time to each owner a copy of the amendments or a revised version of the Design Code containing the amendments. The owner must ensure that a copy of the amended or revised Design Code is given to their occupier within a reasonable period of time.
  9. An owner may apply to the owners corporation to amend the Design Code. An application must contain sufficient detail of the proposed amendments to enable the owners corporation to understand with reasonable certainty the nature and extent of the proposed amendments.
  10. The strata committee must consider any such request for amendments.
  11. The Design Code or any amended Design Code does not apply to items, fixtures or structures affixed or attached before the date the Design Code or amended Design Code was provided to the owner.
  12. If requested by an owner, the owners corporation must provide, at the reasonable cost of the owner, a copy of the current Design Code, if a copy has been previously given to the owner.

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**BY-LAW 7                      COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS**

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1. The owner or occupier of a lot must comply with:
  - (a) all laws and regulations applicable to the lot and the building,
  - (b) the by-laws of the strata scheme, and
  - (c) the rules of the owners corporation relating to the use, management, operation, security and enjoyment of the building.
2. The owners corporation may make rules from time to time relating to the use, management, operation, security and enjoyment of the building.
3. The owners corporation may amend or add to the rules at any time.

This is page 6 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

4. If a rule is inconsistent with any by-law or any law or regulation, the by-law, law or regulation will prevail to the extent of the inconsistency.
5. The owners corporation may:
  - (a) take reasonable action to rectify any breach or prevent further breaches of a by-law. Such action may include, but is not limited to, engaging contractors, lawyers and the managing agent; and,
  - (b) recover the costs of taking the action from owner or occupier as a debt.

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**Signatures.....**

**.....**

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**BY-LAW 8 BUILDING MANAGER**

---

1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to engage and enter into an agreement with a building manager to assist the owners corporation in managing and controlling the use of common property, cleaning, maintaining and repairing the common property.
2. The agreement may provide for:
  - (a) the engagement of the building manager for a term not exceeding 5 years;
  - (b) the cleaning, repair, maintenance, renewal or replacement of:
  - (c) the common property;
  - (d) any plant and equipment in the common property; and
  - (e) any personal property vested in the owners corporation;
  - (f) the provision of services by the building manager to owners and occupiers; and
  - (g) the rights of the building manager:
    - (i) to enter into agreements, subject to the approval of the owners corporation, with other persons for the provision of services in connection with the performance of the building manager's duties and the exercise of the building manager's rights under the agreement entered into under this by-law, and
    - (ii) to do anything else which the owners corporation considers is necessary or desirable having regard to the requirements of the owners corporation in connection with the control and management and of the common property, or the maintenance and repair of the common property.

**BY-LAW 9 VEHICLES**

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1. An owner or occupier:
  - (a) must not park or stand any motor or other vehicle on common property;
  - (b) must not permit a motor vehicle to be parked or stand on common property;

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(c) must not park their vehicle in any space designated for visitor parking;

except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2. An owner or occupier must not permit the car space forming part of that owner's or occupier's lot to be used for any purpose other than for housing registered motor vehicles or motorcycles, except with the prior written consent of the owners corporation.
3. An owner or occupier must ensure that any motor vehicle or motor cycle is wholly within the car space forming part of that owner's or occupier's lot.
4. On owner or occupier must ensure that any vehicles which are loading or unloading goods do not stand on access driveways, car parking spaces or landscaped areas either within a lot or on the common property.

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**BY-LAW 10                      PERSONAL PROPERTY NOT TO BE STORED OR LEFT ON COMMON PROPERTY**

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1. An owner or occupier of a lot must not store or leave any personal property on common property.
2. The owners corporation may, subject to Section 125 of the Act, dispose of any personal property of an owner or occupier of a lot stored or left on common property and recover the costs of such disposal from the owner as a debt due and payable by the owner or occupier.

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**BY-LAW 11                      STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES**

---

1. An owner or occupier, except with the prior written approval of the owners corporation and the local council, must not 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 solely for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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**BY-LAW 12                      MOVING OF FURNITURE AND BULKY ITEMS**

---

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1. An owner or occupier must ensure that no furniture or bulky items are moved through or on the common property unless at least 48 hours' prior notice has been given to the building manager or the secretary.
2. An owner or occupier must comply with the reasonable requirements of the building manager or the secretary in relation to moving furniture and bulky items through or on the common property.
3. The owners corporation may recover from an owner, the costs of repairing any damage to common property caused by the moving of furniture or bulky items through or on the common property by the owner, their occupier or their visitor.

---

**BY-LAW 13                      DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

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1. An owner or occupier 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 their own purposes as a garden, any part of the common property.

---

**BY-LAW 14                      OBSTRUCTION OF COMMON PROPERTY**

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1. An owner or occupier must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
2. An owner or occupier of a lot must not use any common property water supply or apparatus for any purpose, other than in the case of emergency, without the prior written consent of the owners corporation.

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**BY-LAW 15                      DEFECTS IN COMMON PROPERTY**

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1. An owner or occupier must promptly notify the building manager or strata manager of any damage to common property whether pertaining to the owner or occupier's lot or not, regardless of the cause of the damage.
2. Where the owners corporation is responsible to repair any damage to common property, the owners corporation may recover from the owner the costs for repairing any damage that is

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exacerbated by the delay of the owner or occupier in notifying the building manager or the strata manager of the damage to common property. Such costs may be recoverable as a debt due and payable by the owner to the owners corporation.

---

**BY-LAW 16                      DAMAGE TO PROPERTY**

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1. If any part of the common property is damaged due to the act or omission of:

- (a) an owner;
- (b) an occupier of the owner's lot; or
- (c) a visitor to the owner's lot;

the owners corporation may, recover from the owner as a debt, the costs incurred by the owners corporation in rectifying the damage.

2. If an act or omission of an owner or occupier of a lot or a visitor to the lot results in the attendance at the lot or building of any of the following:

- (a) the Fire Brigade of NSW or any other fire and rescue service;
- (b) the Police Service of NSW or any other police service;
- (c) the Ambulance Service of NSW or any other ambulance service;
- (d) any other person in connection with the provision of a utility service in or to the building including electricity, gas, telecommunications, water, plumbing, fire safety and cleaning;

and as a result of that attendance a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner as a debt due.

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**BY-LAW 17                      SECURITY OF BUILDING**

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- 1. An owner or occupier must not do anything which may prejudice or adversely affect the security of the building or the safety of other occupiers in the building.
- 2. An owner or occupier must not interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment, unless an emergency requires their use.

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3. An owner or occupier must not keep fire and security doors open or propped open and must ensure that any of their visitors do not keep any fire or security door open or propped open.
4. The owners corporation has the power to restrict access:
  - (a) to common property either on a temporary basis or permanent basis in order to enhance the security of the building; and
  - (b) by security keys or other devices access to parts of the building where an owner or occupier does not own or occupy a lot or have a right of access under any by-law, common property rights by-law or licence agreement.

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**BY-LAW 18                      SECURITY KEYS**

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1. In these by-laws "security key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the building.
2. The owners corporation may provide security keys to the owners from time to time.
3. The owners corporation may charge a fee or deposit for a security key or any additional or replacement security keys.
4. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to:
  - (a) provide security keys to the owners from time to time;
  - (b) charge a fee or deposit for a security key or any additional or replacement security keys;
  - (c) re-code security keys;
  - (d) require an owner or occupier to promptly return their security key to the owners corporation to be re-coded;
  - (e) Restrict access to parts of the common property to which an owner or occupier does not, in the opinion of the owners corporation acting reasonably, need access; and
  - (f) make agreements with another person to exercise its functions under this by-law, including the management of the security key system.
5. An owner or occupier must:

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- (a) comply with the reasonable instructions of the owners corporation in relation to security keys, in particular, instructions about re-coding and returning security keys;
- (b) return all security keys to the owners corporation if the owner or occupier is no longer in occupation of the lot for which the security keys had been issued;
- (c) An owner must include a requirement in any lease or licence of the owner's lot that the occupier must return the security keys to the building manager or strata manager when the occupier vacates the lot.
- (d) not duplicate or cause the security keys to be duplicated;
- (e) take all reasonable steps not to lose security keys;
- (f) notify the building manager or strata manager immediately if a security key is lost;
- (g) not give a security key to any person who is not an occupier of the lot.

**BY-LAW 19                      BEHAVIOUR OF OWNERS, OCCUPIERS AND VISITORS**

---

- 1. When on the lot or the common property, an owner or occupier, or any visitor of an owner or occupier must not engage in any illegal activity or any activity which jeopardizes the safety and security of the building or an owner or occupier of a lot the building.
- 2. When on common property, an owner or occupier or any visitor of an owner or occupier of a lot must be adequately clothed and must not at any time use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 3. An owner or occupier of a lot must take all reasonable steps to ensure that visitors of the owner or occupier:
  - (a) comply with these by-laws;
  - (b) 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;
  - (c) do not remain on the common property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (d) rectify any breach of these by-laws the visitors have committed; and

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- (e) leave or are removed from the strata scheme if they do not rectify any such breach or commit the same breach.

**BY-LAW 20 NOISE**

---

1. An owner or occupier or any visitor of an owner or occupier, 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. An owner or occupier of a lot must ensure that all plant which may be stored within or operating upon their lot is installed, maintained and operated in such manner as to ensure that any noise emanating therefrom complies with any standards which are specified from time to time by the local and any law.
3. Each proprietor and/or occupier of a lot shall ensure that any external plant, including compressors, air conditioners and other machinery which might emit noise shall not be erected upon the common property and may only be erected or placed within a lot if:
  - (a) the prior approval of the owners corporation is given, and
  - (b) the plant is so located so as not to affect properties which adjoin the common property
4. An owner must ensure that all floor space within the owner's 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 occupiers of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 21 CHILDREN PLAYING ON COMMON PROPERTY**

---

1. Any child for whom an owner or occupier is responsible may only play on any area of the common property that is designated by the owners corporation for that purpose.
2. An owner or occupier must not permit any child who is under the age of 12 years and for whom the owner or occupier is responsible to remain on common property unless an adult, exercising effective control, is with the child.

**BY-LAW 22 SMOKING**

---

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1. In this by-law “smoke” means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited including the vapour exhaled by using “e-cigarettes”.
2. An owner or occupier must not or allow an invitee to:
  - (a) smoke within, on, or near the common property.
  - (b) deposit or throw on the common property any cigarette or cigar butts, matches, tobacco or other smoking paraphernalia;
  - (c) allow smoke to enter any part of the common property or another lot.
3. If a visitor of an owner or occupier breaches clause 2, the owner or occupier of a lot who invited that person breaches the by-law unless:
  - (a) he or she did not know, or could not reasonably be expected to have known, that the person was breaching clause 2; or
  - (b) upon becoming aware that the person was breaching clause 2, asked the person smoking to leave the property immediately, and the person did so.

---

**BY-LAW 23 FALSE FIRE ALARM ACTIVATION**

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1. In this by-law “lack of care” includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider that the owner or occupier is carrying out works to the property or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors.
2. In addition to the functions conferred or imposed on the owners corporation under the Act, the owners corporation shall have the power and the authority to require an owner or occupier of a lot to pay the owners corporation:
  - (a) the amount of any fee charged to the owners corporation by a fire safety service provider or NSW Fire Brigades as a result of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and
  - (b) the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or

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a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and

3. The owner or occupier of a lot indemnifies the owners corporation against any liability, expense or cost arising out of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier of the lot, including the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier.
4. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt.

**BY-LAW 24 SMOKE ALARMS AND FIRE SAFETY**

---

1. An owner or occupier must not do anything or permit any visitors of the owner or occupier to do anything on the lot or common property that is likely to:
  - (a) adversely affect the operation of fire safety devices in the lot;
  - (b) reduce the level of fire safety in the lot or other lots or common property;
  - (c) interfere with any smoke detector or smoke alarm installed in the lot or the building;
  - (d) interfere with the use of any fire hydrant or any other firefighting or fire safety equipment in the building; or,
  - (e) change or install any door hardware (including any lock, handle, peep hole, door closer) to the fire door to the lot.
2. In order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, each owner of a lot must:
  - (a) install in that lot one or more smoke alarms as required by the provisions of the *Environmental Planning and Assessment Regulation 2000* or any other relevant legislation;
  - (b) maintain and keep each smoke alarm in good and serviceable repair; and

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- (c) renew any smoke alarm when necessary, including when the smoke alarm has been damaged or is defective and when the battery in the smoke alarm has expired.

This clause does not apply if there exists hard wired smoke alarms maintained by the owners corporation.

- 3. If an owner or occupier fails to comply with the obligations imposed under clause 2, the owners corporation may:
  - (a) enter the owner's lot to replace any smoke alarm for the purpose of complying with the *Environmental Planning and Assessment Regulation 2000*; and
  - (b) recover from the owner of that lot the costs incurred by the owners corporation in carrying out that work.

---

**BY-LAW 25 FIRE SAFETY INSPECTIONS**

---

- 1. An owner or occupier must comply with any notice from the strata manager or building manager relating to the granting of access to a person authorised under the *Environmental Planning & Assessment Act 1979* or other relevant legislation to carry out an inspection of the lot for purposes relating to fire safety.
- 2. Each owner and occupier must comply with the notice referred to in clause 1 and allow that access to the lot to take place at the time and date in the notice. If the owner or occupier of a lot fails to give access to the lot after such notice is given and, as a result, the inspection is required to be done at another time and date, the owner of the lot must pay the costs of that subsequent inspection at the lots.

---

**BY-LAW 26 WORK IN A LOT BY OWNERS CORPORATION**

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- 1. The owners corporation may do anything on or in a lot that should have been done by an owner or occupier under these by-laws which the owner or occupier has not done.
- 2. The owners corporation must give the owner or occupier a written notice specifying that if the owner or occupier does not do the thing by a date specified in the notice then the owners corporation will enter the lot on or after that date to do the thing and the when it will enter the lot to do the work and the owner or occupier must:
  - (a) grant access to the lot according to the notice to any person authorised by the owners corporation to do the work, and

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- (b) pay the owners corporation its proper and reasonable costs for doing the work, including costs relating to access to the lot.

**BY-LAW 27                      USE OF A LOT**

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1. No lot or no part of the common property shall be used for the following:  
  
Smash repairs, fibre glass coatings, spray painting, brothels, massage parlours, introduction agencies, dance schools, dance parties, escort, slot machine and video games centres, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, needle issuing centre, drug counselling centre, meeting place for drug or ex-drug users, and any other purpose which involves drug use or drug discussion groups or for any other purposes which causes unreasonable interference with the amenity of the other lots by reason of emission of noise, vibrations, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise.
2. No public address system or sound amplifying equipment of any kind shall be installed near or upon any lot if such equipment causes or permits the emission of sound onto any public place of nearby area without the prior approval in writing of the owners corporation and local council.
3. No lighting shall be erected by any owner outside any building erected upon a lot unless such lighting:
  - (a) is approved in writing by the owners corporation;
  - (b) focuses on the building and does not spread on to properties adjoining the common property.
4. An owner or occupier of a lot must take all proper precautions to keep the lot free of rodents, vermin, insect pests, birds and animals and shall whenever necessary employ at their own expense, pest exterminators.
5. An owner or occupier of a lot:
  - (a) must not erect or permit to remain any sign on the wall of the building erected or their lot or on or within any other part of their lot without the approval in writing of the owners corporation and the local council; and
  - (b) must, at their owner expense, repair any damage caused by the removal of any sign from such building.

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6. An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
7. An owner or occupier of a lot must not overload the electrical facilities provided to the lot and shall at their own expense make good any damage caused by any such overloading.
8. An owner or occupier must have the prior consent of the owners corporation to do anything that might invalidate, suspend or increase the premiums for any of the owners corporation's insurance policies.
9. If the owners corporation gives consent referred to clause 3, the owners corporation may impose conditions which would include the owner or occupier reimbursing the owners corporation any increase in premiums and any other costs incurred by the owners corporation resulting from the change of use of the owner's lot.
10. An owner or occupier must give the owners corporation a copy of any requisite consents in connection with any commercial activities conducted from within the lot.

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**BY-LAW 28                      APPEARANCE OF A LOT**

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1. The owner or occupier of a lot must keep the lot clean and tidy and must not permit any goods, materials or other chattels to be deposited on any driveways, car parking spaces, landscape areas or footpaths within the common property.
2. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot (including any balcony or courtyard), anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building or the Design Code.
3. An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

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**BY-LAW 29                      DISPOSAL OF WASTE**

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1. In this by-law:
  - (a) "bin" includes any receptacle for waste.

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- (b) "waste" includes garbage and recyclable material.
2. An owner or occupier of a lot must:
- (a) store and keep all trade waste, trash and garbage in proper receptacles and must arrange for the regular removal thereof from the lot;
  - (b) ensure that receptacles for the storage of trade waste, trash and garbage are not at any time stored or placed upon any carparking area or elsewhere on the common property but are kept within their lot in a space where they are not visible from outside their lot at all times except during nights when garbage stored therein is collected by a garbage collector;
  - (c) not place any trade waste, trash or garbage in a receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier;
  - (d) promptly remove anything which may have been spilled from a receptacle owned or used by such owner or occupier during its removal or otherwise and shall take such action as may be necessary to clean the area within which that things was so spilled;
  - (e) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
  - (f) comply with the local council's recycling guidelines and the owners corporation's directions for the storage, handling, collection, recycling and disposal of waste.
3. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling and recycling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

#### **BY-LAW 30                      RENOVATIONS**

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1. In this by-law:
- (a) "Cosmetic Work" means an owner's work which affects the common property in connection with their lot for the following purposes:
    - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;

This is page 20 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (ii) installing or replacing handrails;
- (iii) painting;
- (iv) filling minor holes and cracks in internal walls;
- (v) laying carpet;
- (vi) installing or replacing built-in wardrobes;
- (vii) installing or replacing internal blinds and curtains;
- (viii) installing any locking or other safety device for protection of a lot against intruders;
- (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
- (x) installing any locking or other safety device to improve safety within a lot;
- (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
- (B) work involving structural changes;
- (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
- (E) work involving waterproofing or the plumbing or exhaust system of the building;
- (F) work involving reconfiguring walls;

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- (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (b) “Minor Renovations” means an owner’s work which affects the common property in connection with their lot for the following purposes
- (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring, cabling, pipes, or ducts
  - (v) installing or replacing power or access points;
  - (vi) work involving reconfiguring walls;
  - (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (viii) installing a rainwater tank;
  - (ix) installing a clothesline;
  - (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
  - (xi) installing double or triple glazed windows;
  - (xii) installing a heat pump or other hot water service;
  - (xiii) installing ceiling insulation;
  - (xiv) installing an aerial, antenna, or satellite dish;
  - (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
  - (xvi) any other work described in Section 110(3) of the Act;

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(xvii) any other work that is not:

- (A) Cosmetic Work;
- (B) work involving structural changes;
- (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) work involving waterproofing;
- (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
- (G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

(c) “**Major Renovations**” means an owner’s work which affects the common property for the following purposes:

- (i) structural changes;
- (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
- (iii) waterproofing;
- (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (v) work that is not Cosmetic Work or Minor Renovations.

#### **Cosmetic Work**

2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.

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3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

4. When carrying out Cosmetic Work an owner must:
- (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (e) only perform the works at times agreed to by the owners corporation;
  - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
  - (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

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.....  
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- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

Use of Cosmetic Works

5. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

Indemnity

8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the

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Names: .....

Signatures.....

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common property, or other property or person insofar as such injury, loss or damage arises out of the:

- (a) performance of the work;
- (b) use of the work;
- (c) failure to comply the duty to maintain, repair, renew or replace;
- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) owner's breach of any part of this by-law.

**Minor Renovations**

- 9. An owner may only carry out Minor Renovations with the approval of the owners corporation.
- 10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- 11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

**Application to owners corporation for approval for Minor Renovations**

- 12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;

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Names:.....

Signatures.....

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- (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) a statement that the work does not involve:
  - (i) the removal or alteration of a structural element of the building;
  - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
  - (iii) changing the external appearance of any lot;
  - (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Minor Renovations**

13. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Before Minor Renovations are carried out**

14. Before carrying out Minor Renovations an owner must:
- (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;

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**Signatures.....**

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- (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) workers compensation insurance if required by law;
- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
  - (iii) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

**When Minor Renovations are being carried out**

15. When carrying out Minor Renovations an owner must:

- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

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- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at times agreed to by the owners corporation;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After Minor Renovations are carried out

16. After carrying out Minor Renovations an owner must:

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- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) if required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(c)(ii).

#### Use of Minor Renovations

17. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

This is page 30 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

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19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

#### Indemnity

20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

#### Insurance

21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Costs

This is page 31 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

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24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

**Major Renovations**

25. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

**Application to owners corporation for approval for Major Renovations**

27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

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- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner's consent to the making of the by-law;
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

28. When determining an application made in accordance with clause 27, an owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 25;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Breach of this by-law**

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;

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**Signatures.....**

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- (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

**Schedule of approved Minor Renovations and Major Renovations**

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

This is page 34 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

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## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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## SCHEDULE 2

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) "**Lot**" means lot .....{INSERT LOT NUMBER};
  - (d) "**work**" means the work referred to in clause 1 of this by-law;

This is page 36 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) "Including" and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

---

**Before work is carried out**

**5. Before carrying out work, the owner must:**

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

**This is page 37 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (d) If requested by the owners corporation:
- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
  - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

**When work is being carried out**

---

**6. When carrying out work, the owner must:**

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at times agreed to by the owners corporation.
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

**This is page 38 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After work is carried out**

---

**7. After carrying out work, the owner must:**

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

**This is page 39 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

(d) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the

This is page 40 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

common property, or other property or person insofar as such injury, loss or damage arises out of the:

- (a) Performance of the work;
- (b) Use of the work;
- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

#### Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this by-law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):

**This is page 41 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

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**Signatures.....**

**.....**

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- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

**This is page 42 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

**Names:** .....

**Signatures**.....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**



Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

This is page 44 of a total of 48 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**BY-LAW 31                      KEEPING OF ANIMALS**

---

1. In this by-law “**Assistance Animal**” has the meaning attributed to that expression in the *Disability Discrimination Act 1992 (Cth)*;
2. An owner or occupier of a lot must not keep or allow any animal to be brought into the strata scheme unless the animal is an Assistance Animal.
3. The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.

**BY-LAW 32                      ELECTRONIC VOTING**

---

1. In this by-law “**Electronic Voting**” means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
2. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.
3. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.
5. Electronic Voting must be conducted by way of an electronic ballot.
6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter’s choice on the motions to be voted on.
7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) information concerning:

This is page 45 of a total of 48 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (i) how the ballot paper must be completed;
    - (ii) the deadline for submission of the ballot paper;
    - (iii) if voting is by email, the address where the ballot paper is to be returned;
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
  - (c) access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
- (a) review all information and reports about the electronic ballot;
  - (b) reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) ascertain the result of the electronic ballot;
  - (d) make a written or electronic record of the result of the electronic ballot;
  - (e) announce or publish the result of the ballot.
11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.
13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

**This is page 46 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

**BY-LAW 33                      ADOPTION OF COMMON PROPERTY MEMORANDUM**

---

1. The Owners Corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the Act.

**BY-LAW 34                      CLEANING WINDOWS AND DOORS**

---

1. Except in the circumstances referred to in clause 2, an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

This is page 47 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: ROBERT BARTLETT  
Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



## Approved Form 10

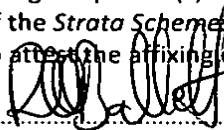
### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

THE COMMON SEAL by THE OWNERS - )  
STRATA PLAN NO. 33634 was hereunto affixed )  
on the 26<sup>th</sup> day of February 2018 in the )  
presence of )  
being the person(s) authorised by Section 273 )  
of the *Strata Schemes Management Act 2015* )  
to attest the affixing of the seal: )



ROBERT BARTLETT

Print name



This is page 48 of a total of 48 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 33634 was affixed on the 26<sup>th</sup> day of February 2018 in the presence of:

Names: ROBERT BARTLETT  
Signatures: 

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

# Planning certificate



## Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

### Applicant details

INFOTRACK PTY LTD

**Your reference** 241300

GPO BOX 4029

SYDNEY

### Certificate details

**Certificate no.** PL2024/07167

**Fee** \$67.00

**Date issued** 13 June 2024

**Urgency fee** N/A

**Receipt no** D005230454

### Property information

**Property ID** 184912

**Land ID** 184912

**Legal description** LOT 3 SP 33634

**Address** 3/176 SUNNYHOLT ROAD KINGS PARK NSW 2148

**County** CUMBERLAND

**Parish** PROSPECT

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au)

### Disclaimer

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

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



## **Notice on the NSW Government's review of State Environmental Planning Policies**

**This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.**

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

**From 1 March 2022, the following State Environmental Planning Policies apply as follows:**

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
  - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
  - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Sydney Regional Environmental Plan No 30—St Marys applied.
  - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
  - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
  - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

## Employment Land Zones Reforms

From 26 April 2023, [\*State Environmental Planning Policy Amendment \(Land Use Zones\) 2022 \(829\)\*](#) applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

## Section 10.7 (2)

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

### 1. Relevant planning instruments and development control plans

#### 1.1 Environmental planning instruments

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

*Blacktown Local Environmental Plan 2015* applies to the subject land.

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

#### 1.2 Development control plans

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

*Blacktown Development Control Plan 2015* applies to the subject land.

#### 1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022  
On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- Review of Clause 4.6  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- Amendment to the then State Environmental Planning Policy (State and Regional Development)  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- **Amendment to the then Infrastructure State Environmental Planning Policy**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.

- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.

- **Proposed State Environmental Planning Policy (Environment)**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

#### **1.4 Proposed development control plans**

There are no proposed development control plans which apply to the carrying out of development on the land.

## 2. Zoning and land use under relevant environmental planning instruments

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

### 2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

#### **Zone E4 General Industrial**

##### **1 Objectives of zone**

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- To minimise adverse impacts on the natural environment.

##### **2 Permitted without consent**

*Nil*

##### **3 Permitted with consent**

*Bee keeping; Building identification signs; Business identification signs; Depots; Food and drink premises; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Heliports; Industrial retail outlets; Industrial training facilities; Kiosks; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4*

##### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Amusement centres; Camping grounds; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Restricted premises; Signage; Tourist and*

*visitor accommodation; Veterinary hospitals; Wharf or boating facilities; Wholesale supplies*

## 2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

## 2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

## 2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

## 2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

## 2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
- Bushland surrounding Prospect Reservoir, Prospect
  - Plumpton Park, Plumpton
  - Nurrangy Reserve, in Doonside/Rooty Hill/Glendenning
  - Doctor Charles McKay Reserve, Mount Druitt
  - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
  - Shanes Park woodland
  - Wianamatta Regional Park, Ropes Crossing
  - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street

- Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

[https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP\\_View](https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View)

## 2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.



### 3. Contributions plans

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#### 3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

*Contributions Plan No. 19 - Blacktown Growth Precinct applies to the subject land.*

#### 3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

#### 3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

## 4. Complying development

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### 4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

### 4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## 5. Exempt development

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### 5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

### 5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## 6. Affected building notices and building product rectification orders

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### 6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

### 6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

### 6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

## 7. Land reserved for acquisition

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### 7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

## 7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## 8. Road widening and road realignment

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The following outlines whether the land is affected by road widening or road realignment.

### 8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

### 8.2 An environmental planning instrument

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

### 8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

## 9. Flood related development controls

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The following outlines:

### 9.1 If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/**No**

### 9.2 If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes/**No**

### 9.3 The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on

results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email [Floodadvice@blacktown.nsw.gov.au](mailto:Floodadvice@blacktown.nsw.gov.au)

### **Adoption - Local Overland Flow Flood Study**

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

## **10. Council and other public authority policies on hazard risk restrictions**

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The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

### **10.1 Land slip**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

### **10.2 Bush fire**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at: <https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

### **10.3 Tidal inundation**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

### **10.4 Subsidence**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

### **10.5 Acid sulfate soils**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

### **10.6 Contamination**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

### **10.7 Aircraft noise**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

### **10.8 Salinity**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

### **10.9 Coastal hazards**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

### **10.10 Sea level rise**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

### **10.11 Other risks**

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

## 11. Bushfire prone land

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The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

## 12. Loose-fill asbestos insulation

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The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

## 13. Mine subsidence

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The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

## 14. Paper subdivision information

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### 14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

### 14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

### 14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

## 15. Property vegetation plans

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There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

## 16. Biodiversity stewardship sites

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The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

## 17. Biodiversity certified land

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The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995*, that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.

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

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The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.  
Council has not verified whether any order has been made of which it has not been notified.  
The applicant should make its own enquiries in this regard if this is a matter of concern.

*Trees (Disputes Between Neighbours) Act 2006* decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

## 19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).



## 20. Western Sydney Aerotropolis

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The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

### 20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

### 20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

### 20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

### 20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

### 20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

## 21. Development consent conditions for seniors housing

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The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 22. Site compatibility certificates and development consent conditions for affordable rental housing

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### 22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

### 22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 23. Matters under the Contaminated Land Management Act 1997, section 59(2)

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### 23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

### 23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

### 23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

### 23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

### 23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## **Attachment 1 – State Environmental Planning Policies**

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

### **State Environmental Planning Policy (Housing) 2021**

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

**Note:** that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

### **State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004**

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

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

### **State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

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

### **State Environmental Planning Policy No 65 - Design Quality of Apartments**

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

**State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

**State Environmental Planning Policy (Industry and Employment) 2021**

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

**State Environmental Planning Policy (Planning Systems) 2021**

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

**State Environmental Planning Policy (Primary Production) 2021**

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

**State Environmental Planning Policy (Precincts - Central River City) 2021**

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

**State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

**State Environmental Planning Policy (Resources and Energy) 2021**

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

**State Environmental Planning Policy (Transport and Infrastructure) 2021**

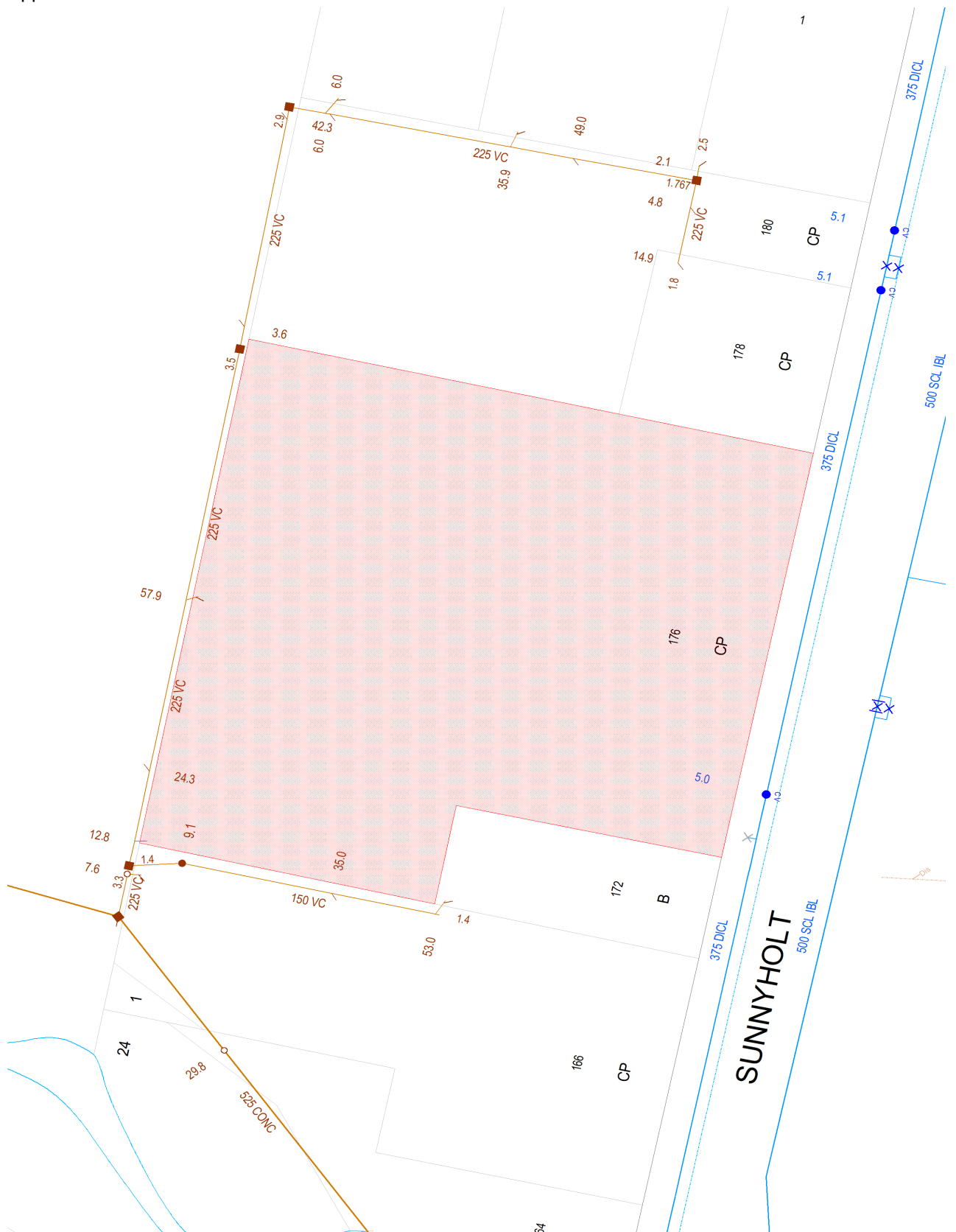
This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

# Service Location Print

Application Number: 8003466344



Document generated at 12-06-2024 02:31:47 PM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

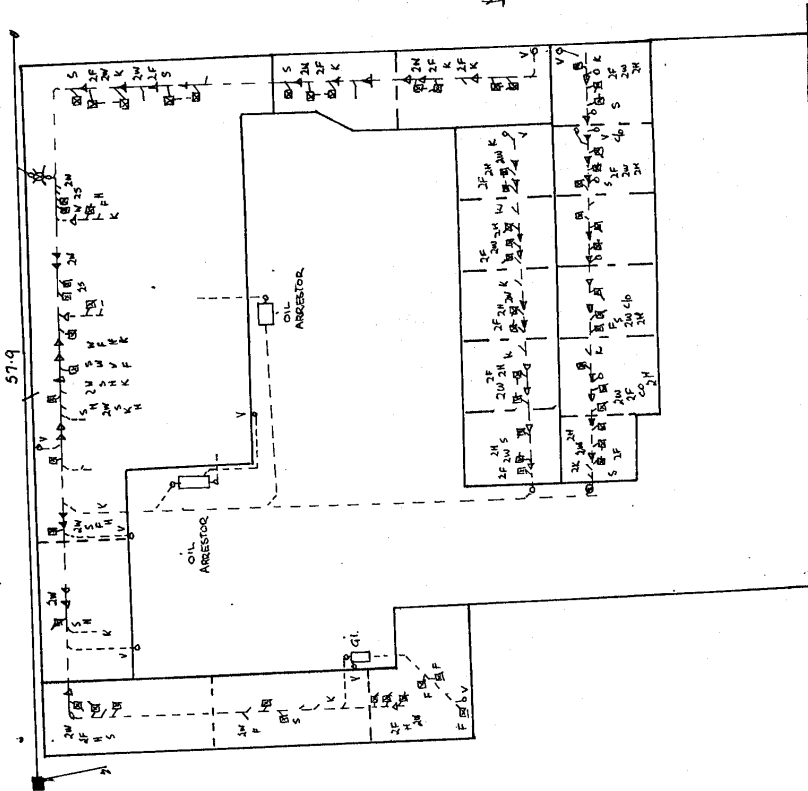
# Sewer Service Diagram

Application Number: 8003466343

A3 SIZE  
DIAGRAM

Lot 101 Sunnyholt Rd.

NOTE  
Drainage shown in broken  
lines is assumed.



Form 77-64-2 (B.4 No. 3) April 1971 5230 (44) Water Board Plumbing Services

SEWER AVAILABLE  
Where the sewer is not available and a special inspection is required, the Board does not accept responsibility for the suitability of the drainage in relation to the eventual position of the sewer. The sewer should be located by the Board's Surveyors. The Board's Surveyors should be consulted for the location of the sewer. The Board's Surveyors should be consulted for the location of the sewer. The Board's Surveyors should be consulted for the location of the sewer.

SEWERAGE SERVICE DIAGRAM  
MUNICIPALITY OF **Blacktown**  
SUBURB OF **Blacktown**  
Scale: Approx. 1:500  
Distances/depths in metres  
pipe diameter in millimetres

Copy of Diagram No. **982837**

DRAINAGE inspected by  
Inspector  
Cert. Of Compliance No.  
Field Diagram Examined by

Tracing Checked by  
PLUMBING Inspected  
Inspector  
Cert. Of Compliance No.

YES NO  
Sewer Ref. Sheet No.  
For Regional Manager

SYMBOLS AND ABBREVIATIONS  
INDICATES - DRAINAGE FITTINGS  
INDICATES - PLUMBING FIXTURES & OR FITTINGS  
INDICATES - PLUMBING ON MORE THAN ONE LEVEL

Connection  
Date: \_\_\_\_\_

## Disclaimer

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

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional  
pages to the top left-hand corner.

**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.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased

3/174-176 SUNNYHOLT ROAD, BLACKTOWN being contained in Folio Identifier  
3/SP33634

**(B) LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

Reference:

L

**(C) LESSOR**

HELEN SESTIC and VERONICA SESTIC  
(ABN 28 331 587 302)

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

ONARNI PTY LTD  
(ABN 82 002 569 048)

**(F)**

**TENANCY:**

**(G) 1. TERM FIVE (5) YEARS**

2. **COMMENCING DATE** 1 NOVEMBER 2009

3. **TERMINATING DATE** 31 OCTOBER 2014

4. With an **OPTION TO RENEW** for a period of N.A.  
set out in clause N.A. of N.A.

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.

8. Incorporates the provisions set out in N.A. with the Land and  
Property Management Authority as No. N.A.

9. The **RENT** is set out in item No. 12 of ANNEXURE A

**DATE**

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: ONARNI PTY LTD (ABN 82 002 569 048)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

**(I) STATUTORY DECLARATION \***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales

on in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

☐ Justice of the Peace

☐ Practising Solicitor

☐ Other qualified witness *[specify]*

\* As the Land and Property Management Authority may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment.

THIS AND THE FOLLOWING 21 PAGES ARE THE ANNEXURE REFERRED TO IN  
ANNEXURE A OF THE LEASE

BETWEEN HELEN SESTIC AND VERONICA SESTIC (as Lessor)

ONARNI PTY LTD (as Lessee)

CLAUSE 1 DEFINITION

- 1.01 In the interpretation of this Lease except to the extent that such interpretation shall be excluded by or be repugnant to the context where herein used
- (a) "the Lessor" shall mean and include the Lessor together with their successors and assigns;
  - (b) "Managing Agent" shall mean the person for the time being appointed by the Lessor to manage the premises on the Lessor's behalf;
  - (c) "the Lessee" shall mean and include the Lessee together with their successors and permitted assigns and where there are more Lessees than one shall mean & include the Lessees and each and every one of them & each & every one of their successors & permitted assigns;
  - (d) "the Lessee's employees and visitors" shall mean each and every of the Lessee's employees, agents, contractors, licensees and Invitees (express or implied) who may at any time be in or upon the premises;
  - (e) "premises" shall mean the property described in item 1 of the Reference Schedule;
  - (f) "Persons" shall be deemed to include a corporation and words importing the singular or plural number shall be deemed to include the plural or singular number respectively and words importing the masculine gender only shall include the feminine or neuter gender or vice versa as the case may require;
  - (g) all references to statutes herein shall include all statutes amending, consolidating or replacing the statutes referred to.
- 1.02 In case any one or more of the provisions herein contained should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 1.03 (a) Any notice or other document or writing required to be served delivered or given hereunder to the Lessee may be served delivered or given in any manner mentioned in Section 170 of the Conveyancing Act 1919 (hereinafter called "the said Act") as amended and in addition thereto may be served delivered or given to the Lessee by enclosing the same in a properly stamped envelope addressed to the Lessee at his place of business or residence last known to the Lessor and placed in a receptacle provided for that purpose by the postal authority and any such notice or other document or writing shall be deemed to have been served delivered or given on the day following the day on which it was placed in the receptacle aforesaid.

- (h) Any notice or other document or writing required to be served delivered or given hereunder to the Lessor shall be served delivered or given by the delivering or procuring the delivery of the original of the same at the principal place of business in Sydney for the time being of the Lessor or of the Managing Agent.

CLAUSE 2 EXCLUSIONS & AMENDMENT OF IMPLIED COVENANTS & POWERS

The covenants and powers implied in every lease by virtue of Sections 84, 84A and 85 of the said Act shall not apply to or be implied in this Lease except insofar as the same or some part or parts thereof are included in the covenants hereinafter contained.

CLAUSE 3 INSURANCES

- 3.01 ~~During the term hereof and during any further term granted pursuant to any option herein contained the Lessor may in absolute and unfettered discretion insure the building for such sums and against such risks and with such insurers as it shall from time to time determine and in addition the Lessor may vary or increase any or all of such insurances as aforesaid. The parties acknowledge that all premiums paid or payable by the Lessor in respect of such insurances shall be a recoverable outgoing for the purpose of Clause 7 hereof.~~
- 3.02 The Lessee will effect and keep in force in respect of the premises at all times during the term of this Lease or any further Lease granted pursuant to any option herein contained a public risk policy for not less than the sum set out in Item 6 of the Reference Schedule for any one claim or such greater amount as the Lessor shall from time to time and in his absolute discretion determine.
- 3.03 The Lessee will insure in the joint names of the Lessor and the Lessee (or otherwise keep the Lessor indemnified) and in such amount (not being less than the full insurable value) and against such risks as the Lessor may require all plate glass windows and doors upon the premises.
- 3.04 All policies of insurance liable or required to be effected by the Lessee hereunder whether in respect of the property or risk either of the Lessor or the Lessee shall be taken out with an insurance office or company approved by the Lessor.
- 3.05 The Lessee will in respect of any policy of insurance to be effected by the Lessee hereunder if required by the Lessor forthwith produce to the Lessor all policies of insurance effected pursuant to this Clause and certificates of currency for same.

- 3.06 The Lessee will not at any time during the term of this Lease or any further Lease granted pursuant to any option herein contained do permit or suffer to be done any act matter or thing upon the premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or whereby the rate of premium on any such insurance shall be liable to be increased except with the prior written approval of the Lessor.
- 3.07 The Lessee will from time to time as and when required by notice in writing from the Lessor pay any additional premiums for insurance of the premises and its contents which the Lessor may reasonably require on account of extra risk caused by the use of which the premises are put by the Lessee whether or not approved by the Lessor.
- 3.08 The Lessee will comply with the insurance, sprinklers and/or fire alarm regulations in respect of any partitions which may be erected by the Lessee upon the premises and the Lessee will pay to the Lessor the cost of any alterations to the sprinklers and/or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the requirements of the Lessor's Insurer.

CLAUSE 4      ALTERATIONS, REPAIRS AND MAINTENANCE

- 4.01 (a) The Lessee shall not make or permit to be made any alterations additions or improvements to the premises or alter put or place any fixtures thereon without the written approval of the Lessor first had and obtained.
- (b) Any such work carried out pursuant to the Lessor's approval granted pursuant to sub-paragraph (a) hereof shall be carried out in a proper and workmanlike manner and to the satisfaction of the Lessor in all respects. Any such additions or improvements to the premises shall become the property of the Lessor upon the expiration or sooner determination of this Lease.
- 4.02 (a) The Lessee will at all times during the continuance of this Lease maintain and keep in good repair and at the expiration or sooner determination of the term will peaceably surrender and yield up to the Lessor the premises together with all appurtenances fixtures and other things thereto belonging or which at any time during the said term shall have been erected or placed thereon by the Lessor, reasonable wear and tear and damage by fire lightning flood or tempest (not attributable to any act or omission of the Lessee, its servants, agents or workmen) only excepted.
- (b) The Lessee will without affecting the generality of the foregoing and at the Lessee's expenses:



- (i) at all times keep the premises both inside and out (including external surface of windows and doors) clean and free from dirt and rubbish and keep all garbage and waste in proper receptacles and arrange for the regular removal thereof from the premises;
  - (ii) keep and maintain clean and in good order repair and condition all fittings plant and furnishings and equipment of the Lessor;
  - (iii) from time to time make good any breakage defect damage or want of repair to the premises or any facility or appurtenance thereof including the plumbing and electrical wiring;
  - (iv) repair and or replace all broken window panes and all lighting which may from time to time require replacement and/or repair and should the Lessee fail to perform its obligations pursuant to this clause then in such event the Lessor may (but shall not be obliged) at the expense of the Lessee to repair or replace same within the premises and any expense incurred by the Lessor in so doing shall be deemed to ~~be~~ moneys due to the Lessor and all arrears of such moneys due to the Lessor and all arrears of such moneys for more than fourteen (14) days shall be deemed to be overdue moneys for the purposes of Clause 8 hereof;
  - (v) upon the expiration or sooner determination of the term hereof remove at its expense all lettering and distinctive marks or signs erected by the Lessee or by the Lessor for the Lessee on any of the doors, walls or windows of the premises and shall make good any damage or disfigurement caused by reason of such removal.
- (c) The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services to or fittings in the premises and of any circumstances likely to be or cause any risk to the premises or to any person or property therein.

(d) The Lessee will during the term of this Lease and any renewal thereof and any holding over hereunder at the times set out in Item 7 of the Reference Schedule paint with at least two (2) coats of good quality paint and repaper with paper of good quality and in a good and workmanlike manner and to the standards reasonably required by the Lessor all parts of the interior of the premises which at the commencement of the term are painted or papered.

- 4.03 The Lessor and any servant or agent of the Lessor may at all reasonable times on not less than twenty-four hours notice to the Lessee enter the premises to examine the condition and state of repair thereof and may by notice in writing served on the Lessee require the Lessee within a time fixed in the notice to repair or clean the same in accordance with the covenants or agreements contained in this Lease AND that the Lessee will repair and clean the premises in accordance with and within the time mentioned in such notice so far as the Lessee may be liable to do so under this Lease and that in default of the Lessee so doing it shall be lawful for but not obligatory on the Lessor to execute the required repairs and cleaning at the expense of the Lessee.
- 4.04 The Lessor any servant or agent or workman of the Lessor may at all reasonable times during the term hereof and with all necessary materials and appliances enter the premises for the purpose of carrying out any alterations or repairs for which the Lessee may not be liable under this Lease or being liable shall neglect to do or for the purpose of complying with the terms of any legislation affecting the premises or with the terms of any notice served by any authority whatsoever having jurisdiction or authority over or in respect of the premises involving the carrying out of any cleaning, alterations, repairs or work and also for the purpose of exercising the powers and authorities of the Lessor under this Lease PROVIDED THAT such cleaning alterations repairs and works shall be carried out without unnecessary interference with the occupation and use of the premises by the Lessee.
- 4.05 That the Lessee will to the extent to which it may be liable in respect thereof under the terms of this Lease pay to the Lessor on demand all moneys expended by the Lessor in carrying out any such cleaning alterations repairs or works as are referred to in any of Clauses 4.03 and 4.04 hereof and in default of such payment by the Lessee the same shall be recoverable by the Lessor as rent in arrears.
- 4.06 The Lessee shall comply with all statutes, ordinances, proclamations, orders or regulations present or future affecting or relating to the use of the premises, and with all requirements which may be made or notices or orders which may be given by any government, semi-government, municipal, health, licensing or any

other authority having jurisdiction or authority in respect of the premises or the user thereof, and will keep the Lessor indemnified in respect of all such matters PROVIDED ALWAYS that the Lessee shall be under no liability in respect of any structural alterations the requirements for which was not caused or contributed to by the Lessee's use or occupation of the premises.

- 4.07 The Lessee will from time to time make good any breakage, defect or damage to any adjoining premises or property thereof occasioned by want of care or misuse on the part of the Lessee or the Lessee's employees and visitors, or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee hereunder.
- 4.08 The Lessee in its use of the premises shall at all times take reasonable steps to ensure that the floors walls pillars or other parts of the premises shall not be damaged by overloading or from any cause whatsoever.
- 4.09 The Lessee shall not use or permit or suffer to be used the toilets, sinks, drainage and other plumbing facilities in the premises for any purpose other than those for which they were constructed or provided and any damage or blockage caused thereto by any such misuse shall be made good by the Lessee forthwith.
- 4.10 The Lessee will take all reasonable precautions to keep the premises free from vermin and the like and in the event of its failing to do so the Lessee will if and so often as required by the Lessor at the cost of the Lessee employ pest exterminators to eradicate the same.
- 4.11 The Lessee will in the event of any infectious disease occurring in the premises forthwith give notice thereof to the Lessor and to the proper authorities.
- 4.12 The Lessee's liability under this Lease in respect of any repairs, or works and in relation to any costs arising therefrom shall only extend to situations where the repairs or works or costs have been incurred as a result of the actions of the Lessee or ~~her~~ <sup>his</sup> servants or agents or as a result of the negligence of the Lessee or ~~her~~ <sup>his</sup> servants or agents, No obligation hereunder shall fall upon the Lessee in respect of anything that arises from the actions or the negligence of the Lessor or his servants or agents.

#### CLAUSE 5      USE OF PREMISES

The Lessee will not

- (a) use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the premises or any part thereof any noxious noisy immoral or offensive act trade business occupation or permit on the premises anything which in the opinion of the Lessor may be or become a nuisance, disturbance or cause of damage to the Lessor or the occupiers of adjoining premises;
- (b) use or permit or suffer to be used or store or permit to be stored inflammable substances upon the premises, except any substances properly required by the Lessee in the course of conduct of their business in accordance with the permitted use hereunder;
- (c) install or use any engine or machine which shall cause or be likely to cause excessive noise or vibration in the premises, without the written consent of the Lessor;

- (d) use or permit the use of the premises as a dwelling house or sleeping place;
- (e) install use or allow to be used on the premises any heavy machinery without the written consent of the Lessor;
- (f) without the written consent of the Lessor:
  - (i) use or occupy the premises otherwise than as in connection with the trade or business as set out in Item 8 of the Reference Schedule;
  - (ii) install keep maintain or use on the premises radio or television apparatus (other than apparatus for radio broadcast reception or for television reception);
  - (iii) store any materials or waste matter outside the building;
- (g) make any use of the premises whether for the Lessee's permitted business or otherwise or permit any use to be made of the premises or to do or suffer to be done on the premises anything whether by any public statutory authority may have cause to issue any notice requiring structural alterations or repairs to be made or carried out to the premises;
- (h) paint affix or display any sign advertisement or notice on any part of the outside or inside of the premises or of the building except with the consent in writing of the Lessor and then only such colour size and style and at such place in the premises as shall be approved by the Lessor.

#### CLAUSE 6 SERVICES

- 6.01 The Lessee shall not without the written consent of the Lessor make any alterations to the electrical gas water oil or other installations in or to the premises.
- 6.02 The lessee shall pay all charges for gas, electricity, oil and water separately metered and consumed in or on the premises and also all charges in respect of any telephone services connected to the premises

CLAUSE 7      STATUTORY OUTGOINGS AND OTHER AMOUNTS PAYABLE BY LESSEE

7.01      For the purpose of this Lease "outgoings" means the costs and expenses attributable to or payable in respect of the premises and their maintenance repair and management and includes:

- (a)      the rates and taxes charges and assessments paid or payable to the appropriate municipal shire and city council;
- (b)      the water sewerage and drainage rates and charges paid or payable;
- ~~(c)      the land tax which would be payable by the Lessor in respect of its ownership of the property of which the premises form part as if they comprised the only land owned by the Lessor;~~
- (d)      all other rates taxes charges and assessments whether statutory municipal local government or otherwise;
- (e)      all insurance premiums payable by the Lessor to insure the building fixtures and fittings for their full insurable reinstatement value against fire flood lightning storm and tempest and against loss of rent and other consequential loss;
- (f)      all charges for water gas oil electricity sewerage garbage and other services to the property;
- ~~(g)      all costs of repairs maintenance and renovations to the building other than work which is the responsibility of the Lessor or any other tenant of the property;~~
- ~~(h)      the costs of lawnmowing gardening and generally maintaining the common areas.~~

7.01A      The Lessee shall be responsible for payment of water usage charges.      V

7.02      The Lessee shall promptly upon demand pay its proportion of all outgoings which may at any time during the term, or at any time previously or thereafter in respect of the term, be levied imposed or charged upon or in respect of the property. The relevant proportion payable by the Lessee is stated in Item 9 of the Reference Schedule.

CLAUSE 7

9  
STATUTORY OUTGOINGS AND OTHER AMOUNTS PAYABLE BY LESSEE:

- 7.03 The Lessee shall pay all stamp duty and all of the Lessor's legal costs and expenses of and incidental to the preparation completion stamping and registration of this Lease and of any assignment or sub-letting and of any surrender and other termination thereof otherwise than by effluxion of time and in case of default by the Lessee in performing or observing any covenants herein contained or implied the Lessee shall pay to the Lessor all legal and other costs charges and expenses for which the Lessor shall become liable in consequence or in connection with such default.
- 7.04 The Lessor may at its discretion elect to pay any of the moneys payable by the Lessee herein and in such event the Lessee shall upon demand made by the Lessor promptly reimburse the Lessor for the full amount of such moneys.

CLAUSE 8

INTEREST ON MONEYS OVERDUE

Without prejudice to any of the rights powers and remedies of the Lessor hereunder the Lessee shall pay to the Lessor interest at the rate set out in Item 10 of the Reference Schedule on all moneys (including rent) which are due hereunder but unpaid for the period of 14 days or on any account whatsoever pursuant to this Lease such interest to be calculated from the original due date to the date of payment of such moneys and to be recoverable in like manner as rent in arrears.

CLAUSE 9

INDEMNITIES

- 9.01 The Lessee shall indemnify and keep indemnified the Lessor from and against all costs charges expenses actions claims and demands which may be sustained or suffered or recovered or made against the Lessor by any person for any injury such person may sustain when using or entering on or near of the premises where such injury has arisen as a result of the negligence of the Lessee or the Lessee's servants or agents or visitors.
- 9.02 The Lessee will indemnify and keep indemnified the Lessor from and against all loss and damage to the premises and all property of the Lessor or any other person therein caused by the acts, omissions or negligence of the Lessee or any of the Lessee's employees or visitors and in particular but without limiting the generality of the foregoing by the negligent or careless use or misuse, waste or abuse of water, gas or electricity or faulty fittings or fixtures of the Lessee and the Lessee will give to the Lessor prompt notice of any accident to or defects in the water pipes, gas pipes, electric light wiring or fittings or fixtures known to the Lessee.

9.03 Without limiting the generality of clauses 9.01 and 9.02 hereof the Lessee will indemnify the Lessor from and against all claims, actions, demands, loss, damages, costs and expenses incurred by the Lessor or for which the Lessor may become liable in respect of or arising from:

- (a) the negligent or careless use, misuse, waste or abuse by the Lessee or any of the Lessee's employees or visitors or any person claiming through or under the Lessee of the water, gas, electricity, lighting and other installations in and the facilities of the premises or arising from any faulty fitting or fixture of the Lessee;
- (b) overflow or leakage of water (including rain water) in or from the premises or caused or contributed to by any act or omission on the part of the Lessee or any other person referred in to sub-paragraph (a) of this clause;
- (c) loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the premises by the Lessee or any other person as aforesaid;
- (d) loss damage or injury from any cause whatsoever to the premises or to any property or person within or without the premises occasioned or contributed to by any act omission neglect breach or default by the Lessee or any other person referred to in sub-paragraph (a) of this clause;
- (e) damage to property or injury to any person which may be suffered or sustained in, upon or near any part of the premises in the occupation of the Lessee.

CLAUSE 10      ASSIGNMENT AND SUB-LETTING

The Lessee will not during the continuance of this Lease assign transfer demise sublet or part with the possession of the premises or grant licence affecting or mortgage charge or otherwise deal with the possession or dispose of the premises or any part thereof or by any act or deed procure the premises or any part thereof to be assigned transferred demised sublet to or put into possession of any person or persons without prior consent in writing of the Lessor which consent shall not be unreasonably withheld by the Lessor where the Lessee not being in default of the covenants and agreements on the Lessee's part or sub-lessee who proves to the satisfaction of the Lessor that he is a respectable responsible and solvent person and who enters into covenants and agreements on the Lessee's part herein contained and who pays to the Lessor its consents, and preparation and completion of the said covenants.

CLAUSE 11      LESSOR'S COVENANTS

- 11.01 On the Lessee paying the rent herein reserved and observing and performing all the covenants terms and conditions on the Lessee's part to be observed and performed the Lessee shall and may peaceably possess and enjoy the premises without any interruption or disturbance from the Lessor or any person or persons lawfully claiming by or from or under it subject nevertheless to the terms and conditions of this Lease.
- 11.02 The Lessee shall be entitled on or before the expiration of the term hereby demised and so long as the Lessee has paid all instalments of rent and other moneys due hereunder on or before the due date for payment of same



and it is not otherwise in default hereunder, to remove all trade fixtures including partitions (if any) erected by it with the consent of the Lessor or owned by it provided thereupon immediately makes good all damage done to the premises by reason of such removal and if the Lessee fails to do so the Lessor may make good all such damage at the expense of the Lessee.

CLAUSE 12      HOLDING OVER

In the event of the Lessee with the consent of the Lessor continuing in occupation of the premises after the expiration or sooner determination of this Lease such occupation shall subject to all of the covenants and conditions of this Lease be a monthly tenancy only at a monthly rent equal to one-twelfth of the annual rent payable as at the last day prior to such expiration or other determination as the case may be such tenancy may be terminated by one (1) month's written notice from either party to the other.

CLAUSE 13      DEFAULT BY LESSEE

- 13.01 That in case the rent hereby reserved or part thereof is in arrears for a period of fourteen (14) days although no formal demand therefore has been made or in case default is made in the fulfilment of any covenant or condition hereof and on the part of the Lessee to be performed or observed and such default is continued or allowed to continue for a period of fourteen (14) days after the giving of written notice by the Lessor to the Lessee requiring the rectification by the Lessee of such default or in case the repairs required by such notice as aforesaid are not completed within the time therein reasonably specified or in the case the Lessee becomes bankrupt or assigns its premises or enters into a deed of arrangement for the benefit of creditors or being a company goes into liquidation otherwise than for the purposes of reconstruction or enters into any scheme of arrangement or if a receiver of the Company's property or assets or any of them or an office manager of the company is appointed or, if the term or interest of the Lessee therein or in the premises is attached or taken in execution under any legal process, the Lessor shall have power immediately or at any time thereafter and without notice or demand to or on the Lessee and notwithstanding prior waiver or failure to take action by the Lessor in respect of any such matter thing or default whether past or continuing to re-enter upon the premises or any part thereof in the name of the whole and to remove all goods and effects found on the premises but without releasing the Lessee from any liability in respect of the breach or non-observance of any covenant or provision hereof upon such re-entry by the Lessor this Lease shall terminate absolutely.

- 13.02 The Lessor may but shall not be obliged to remedy at any time without notice any default by the Lessee and whenever the Lessor so elects all costs and expenses incurred by the Lessor including legal costs and expenses in remedying any default shall be paid by the Lessee to the Lessor on demand.
- 13.03 Upon the Lessor becoming entitled to re-enter the premises and determine this Lease pursuant to any provision herein contained, and electing to do so the Lessee shall forthwith remove from the premises all goods of the Lessee and in default of the Lessee effecting such removal the Lessor upon entering into possession of the premises may remove all such goods from the premises to such place or places as to the Lessor may deem fit and shall be deemed to have the authority of the Lessee with a warehouseman selected by the Lessor and in so doing the Lessor shall not be liable or responsible for loss or damage to or warehousing expenses in respect of the whole or any part of such goods which costs and expenses incurred by the Lessor in such removal and deposit shall notwithstanding that this Lease shall then have terminated and be deemed to be a liquidated debt payable by the Lessee to the Lessor upon demand.
- 13.04 No consent or waiver express or implied by the Lessor to or of any breach of any covenant condition or duty of the Lessee shall be construed as a consent or waiver to or of any other breach of the same or other covenant condition or duty.
- 13.05 It is expressly agreed and declared that the Lessee hereby indemnifies and hold harmless the Lessor in respect of all loss of rent and other moneys payable hereunder suffered by the Lessor by reason of the Lessor being unable to relet the premises (upon terms and conditions not less favourable to the Lessor than those herein contained) subsequent to the termination of this Lease by the Lessor as aforesaid and in the event of any such loss being suffered by the Lessor the Lessor shall be entitled to recover the amount of same from the Lessee as a debt due.
- 13.06 The Lessor may upon re-entry as aforesaid remove and dispose of by way of same or otherwise any goods left on the demised premises and shall not thereby be liable for trespass conversion or otherwise in respect thereof and the Lessee hereby releases the Lessor from all liability in respect of the same.
- 13.07 It is hereby agreed and declared that the covenants by the Lessee contained or implied herein:-
- (a) to pay rent;
  - (b) relating to the use of the demised premises;
  - (c) relating to maintenance, repairs, alterations and additions;
  - (d) relating to indemnity and insurance;
  - (e) relating to assignment sub-letting or otherwise of the demised premises;

are (subject to the proviso hereinafter contained) essential and/or fundamental terms of this Lease and the breach non-observance or non-performance of any one or more of such covenants terms and conditions shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee to be observed and performed (PROVIDED THAT the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential terms in this Lease). Should the Lessor terminate the Lease following any such fundamental breach or otherwise then without prejudice to any other right or remedy of the Lessor herein herein contained or implied IT IS EXPRESSLY AGREED AND DECLARED that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for such breach the difference between the aggregate of the rent, the Lessee's contribution to the statutory outgoings and any other moneys which would have been payable by determination calculated from the date of such determination to the date of expiration of the term of this Lease hereinbefore referred to less the aggregate of the several rentals outgoings and other moneys which the Lessor by taking proper steps to re-let the demised premises shall obtain.

CLAUSE 14      VACANT POSSESSION ON TERMINATION

Upon the expiration or sooner determination of this Lease the Lessee shall yield up vacant possession of the premises to the Lessor together with all keys which the Lessee may possess or have within its control.

CLAUSE 15      ABATEMENT OF RENT OR TERMINATION OF LEASE ON DAMAGE, DESTRUCTION OR RESUMPTION

If the whole or any part of the premises shall be taken for any public purpose or be destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause including war damage so as to:

- (a) render the premises during the term hereby granted substantially, unfit for the use and occupation of the Lessee; or
- (b) deprive the Lessee of substantial use of the same; or
- (c) render the rebuilding or reconstruction of the premises in their previous form impracticable or undesirable

then

- (i) this Lease may be terminated without compensation by either the Lessor or the Lessee by notice in writing to the other of them SUBJECT HOWEVER in the latter case to the Lessor having failed to rebuild or reinstate the premises within a reasonable time after notice in writing from the Lessee;

- (ii) any such termination as aforesaid shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing;
- (iii) nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate or make the premises fit for occupation.
- (iv) upon the happening of such taking destruction or damage as aforesaid the rent hereby reserved and the outgoings payable by the Lessee hereunder or a proportionate part thereof according to the nature and extent of the taking damage or destruction sustained shall abate and all or any remedies for the recovery of such rent and outgoings or such proportionate part thereof (as the case may be) shall be suspended until this Lease has been terminated pursuant to the provisions of this Clause;
- (v) in the event of any such destruction or damage occurring and this Lease not being terminated as aforesaid then the rent hereby reserved and the outgoings payable by the Lessee or a proportionate part thereof according to the nature and extent of the destruction or damage sustained shall abate and all or any of the remedies for the recovery of such rent rates and taxes or such proportionate part thereof (as the case may be) shall be suspended until the premises have been rebuilt or reinstated or made fit for the occupation and use of the Lessee; and
- (vi) in the event of any dispute arising out of this clause the same shall be referred to arbitration under the provisions of the laws for the time being in force in the State of New South Wales.

#### CLAUSE 16 RENT

The Lessee shall at such place(s) as the Lessor may from time to time direct and otherwise without demand from the Lessor pay to the Lessor during the term of this Lease in the manner set out in Item 11 of the Reference Schedule, rent without deduction at the rate per annum set out in Item 12 of the Reference Schedule.

#### CLAUSE 17 MISCELLANEOUS

- 17.01 The Lessor shall have the right during the last one (1) calendar months previous to the expiration of this Lease or any further Lease granted pursuant to any option herein contained to bring prospective tenants and occupiers upon and into the premises and to place thereon the usual notice "to be let" or "to let" which said notice shall not be removed by the Lessee.

- 17.02 In any case where pursuant to this Lease the doing or executing of any act matter or thing by the Lessee is dependant upon the consent or approval of the Lessor, such consent or approval may be given or withheld by the Lessor in its absolute uncontrolled discretion (unless otherwise herein provided) and upon or subject to such terms, conditions, requirements or stipulations as the Lessor may think fit. The Lessee shall in any event pay to the Lessor upon demand any fees, reasonable and proper paid by the Lessor to consultants engaged by the Lessor to examine or advise upon any applications made by the Lessee (including any plans, specifications or material submitted therewith) for the consent or approval of the Lessor where any such consent or approval is required pursuant to this Lease and also any other moneys outlaid or expenses incurred by the Lessor in connection therewith.
- 17.03 The Lessee shall comply promptly with and observe at its own expense all notices received from any statutory public or municipal authority with respect to the premises except such notices as would have been given irrespective of any business of the Lessee carried on by it on the premises, and further the Lessee will notify the Lessor of any notices so received and notwithstanding anything herein contained or implied the Lessee expressly agrees and declares that it shall at its own cost and expense be responsible for carrying out and completing in a proper and workmanlike manner any alterations or additions (whether structural or not) as may be required by any competent authority relating to the provisions of toilets, washbasins, and any other amenities and requirements incidental thereto where such alterations or additions are required or otherwise arise by virtue of the Lessee's use and occupation of the premises hereby demised.
- 17.04 Without limiting the generality of anything herein contained the Lessee expressly agrees that it shall at its own expense comply with all and any provisions of that statute, regulation or ordinance restricting, regulating or in any way affecting or controlling the use to which the premises or part thereof may from time to time be put.
- 17.05 The covenants and conditions contained herein or implied by statute or regulations shall comprise the whole of the agreement between the parties who acknowledge and declare that no other terms or conditions shall be deemed to be implied herein or to arise by way of collateral warranty.

CLAUSE 18a

RATES AND LAND TAX

~~The Lessee shall pay to the Lessor in addition to the rent hereby reserved in each year during the term of this Lease the amount referred to in Item 9 of the reference schedule of any municipal rates and garbage charges, water and sewerage rates land tax (assessed as if the demised premises were the only owned by the Lessor). Such amounts shall be payable on written demand by the Lessor and shall be recoverable by Lessor as rent in arrears and shall bear interest in accordance with Clause 8 of this Lease.~~

CLAUSE 18b

OPTION PERIOD

~~If the Lessee desires to have a lease of the demised premises granted to him for a further term of years as specified in Item 14 of the Reference Schedule to commence immediately after the expiration of the term hereby demised and gives to the Lessor not more than three (3) months and not more than twelve (12) months notice in writing to that effect prior to the expiration of the term hereof then (provided that at the date of the giving of such notice and at the expiry of the term hereby demised the Lessee has not failed to comply with any proper notice given by the Lessor to the Lessee requiring the Lessee to remedy any breach committed by the Lessee of the covenants terms and conditions and provisions herein contained or implied) the Lessor shall grant to the Lessee a lease of the demised premises for a further term of years aforesaid commencing on the date of expiration of the term hereby demised and subject to like covenants, terms and conditions and provisions as are contained in this Lease except this clause, and for rental set out in Item 15.~~

CLAUSE 19

~~It is hereby agreed that should the Lessor wish to dispose of the subject premises, the lessee will be granted the first option to purchase.~~

## **REFERENCE SCHEDULE**

ITEM 1: Demised Premises FOLIO IDENTIFIER 3/SP33634

ITEM 2: Term: Five (5) years

ITEM 3: Lease Commencement 1<sup>st</sup> November 2009

ITEM 4: Rental Commencement 1<sup>st</sup> November 2009

ITEM 5: Termination 31<sup>st</sup> October 2014

ITEM 6: Public Liability: Twenty Million Dollars (20,000,000.)

ITEM 7: NIL

ITEM 8 Permitted Use: The sale and fitting of tyres and mechanical repairs

ITEM 9 Lessees proportion of outgoings: 100%

ITEM 10 Interest on monies overdue: Ten per cent (10%)

ITEM 11 Monthly Rental \$2,067.50 plus GST

ITEM 12: Annual rental for the first year of the Term: \$24,810.00 plus GST.



ITEM 13: Consumer Price Index review dates

- (a) As from the date of expiry of the first year of the term of this Lease and the date of expiry of each succeeding one (1) year period thereafter aggregated with any further term granted pursuant to the valid exercise of any option period (each of which dates is hereinafter called a "review date") the annual rate at which rent is payable hereunder shall be varied in the manner hereinafter provided.
- (b) The annual rate shall be varied with effect from each review date to become the amount calculated by multiplying the annual rate payable immediately prior to the relevant review date by a fraction the numerator of which is the Index Number current as at the review date and the denominator of which is the Index Number current as at the review date immediately preceding the relevant review date (and in the case of the first review date the denominator shall be the Index Number current as at the (date of commencement of this Lease)

Whenever herein used the word "Index Number" shall mean the All Groups Consumer Price Index for Sydney published on the date to which it has last been calculated immediately prior to the relevant review date (and in the case of the first review date the date of commencement) in the Australian Statistician Consumer Price Index publication and such applicable Index Number shall be deemed to be the Index Number as at such review date PROVIDED that:

- (i) In the event that the Commonwealth Statistician shall update the reference base of such Index Number due conversion shall be made to preserve the intended continuity of calculation by using the appropriate arithmetical factor determined by the said Statistician.
- (ii) In the event that there is any suspension or discontinuance of the All Groups Consumer Price Index for Sydney by Commonwealth Authorities or otherwise the Federal Minimum Wage applicable to the City of Sydney shall apply to the calculations herein provided and where the word "Index Number" appears the same shall be read and construed as if the words "Federal Minimum Wage" applicable to the City of Sydney were inserted in lieu thereof.

- (iii) In the event of the discontinuance or suspension of the Consumer Price Index as aforesaid and in the event that there is any change in the basis of assessment of or suspension or discontinuance of the Federal Minimum Wage applicable to the City of Sydney the method of adjustment of the annual rate of the demised premises herein in relation to the "Index Number" as defined shall cease and thereafter the basis of any variation in lieu of the said Index Number shall be as decided by a Valuer agreed to by the parties or in default of agreement as nominated by the President for the time being of the Australian Institute of Valuers (or its successors and such Valuer shall act as an expert whose decision as to such basis shall be final and binding on the Lessor and the Lessee. ,

ITEM 14      OPTION PERIOD

Not Applicable.

ITEM 15      RENTAL FOR OPTION PERIOD

Not Applicable.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals and set their hands the day and year first hereinbefore written.

FUTURE PLANNING

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