

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 67139282	NSW DAN:
vendor's agent	WALSH & SULLIVAN FIRST NATIONAL 28 Old Northern Road, Baulkham Hills 2153		Phone: 9639 2000 Fax: Ref: Ian Haggarty
co-agent			
vendor	ROBYN ANN ROBERTSON		
vendor's solicitor	Hills Conveyancing 24 Old Northern Rd Baulkham Hills NSW 2153		Phone: 9688 7777 Fax: 9688 7111 Ref: Robertson
date for completion	42 days after the contract date	(clause 15)	Email: joanne@hillsconveyancing.com.au
land	36/1-5 HILL ST BAULKHAM HILLS NSW 2153 (Address, plan details and title reference)		
	LOT 36 IN STRATA PLAN 32863 36/SP32863		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: air conditioning.
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

**DRAFT**

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Robertson

67139282

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

☐ NO ☐ yes

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

**Electronic transaction** (clause 30)

☐ no ☐ YES

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

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

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Next Gen Strata

Ph: 8880 0998

P O Box 8119, Baulkham Hills BC 2153

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

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

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

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

## **26 Crown purchase money**

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

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

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

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

## **27 Consent to transfer**

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

## **28 Unregistered plan**

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

## **29 Conditional contract**

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

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

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

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

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

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

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## **SECTION 66W CERTIFICATE**

**VENDORS:** ("the Vendors")  
**PURCHASERS:** ("the Purchasers")  
**PROPERTY:** ("the Property")

I,

Solicitor/Barrister/Licensed Conveyancer certify as follows:

- a) I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practice in New South Wales.
- b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
- c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor now am I a member or employee of a firm of which a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor is a member or employee.
- d) I have explained to the Purchaser
  - (i) the effect of the contract for the purchase of the Property
  - (ii) the nature of this certificate
  - (iii) the effect of giving this certificate to the Vendor i.e. that there is no cooling off period in relation to the contract

Date:

.....  
Signature

## **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 to remove or interfere with a smoke alarm or heat alarm. Penalties apply.**

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## **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.**

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## **ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND**

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The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another on at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of \$110.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.
2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by

facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given of made, except where:

- a) The time of dispatch is not before 5.00pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
  - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as nine percent (9%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
  4. Settlement of this matter shall take place wherever the Vendor's Mortgagee direct. If the property is not mortgaged, or the discharge of mortgage is already held by Hills Conveyancing, then settlement shall be affected at the office of Hills Conveyancing. However, should the Purchaser not be in a position to settle at the office of Hills Conveyancing, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Settlement Agents fee is paid by the Purchaser.
  5. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract of binding on the parties hereto with respect to any of the matter to which this Contract relates.
  6. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified in this contract. The purchaser will indemnify the vendor against any claim or demand for commission or remuneration by any person other than the vendor's agent arising from the sale of the property and pursuant to a breach of the purchaser's warranty provided by this special condition. This special condition will not merge upon completion.
  7. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein before appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

8. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of:
  - a) For the payment of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof;
  - b) For the payment of land tax;
  - c) For the payment of a rental bond; or
  - d) For the payment of a licence fee, deed of loan, entry contribution or lease payment on an over 55's or retirement unit.
9. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agreed that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
10. In the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool is complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein, and the Purchaser agrees that upon completion, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.
11. The form of contract annexed is amended as follows:-
  - a) In Definitions any reference to a building society, credit union or other FCA institution as a settlement cheque is deleted;
  - b) Delete Clause 14.4.2;
  - c) In Clause 16.5 delete the words "plus another 20% of that fee";
  - d) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement";
  - e) Delete Clause 16.12; and
  - f) Clause 16.8 of the Contract is hereby amended to now read "7" settlement cheques in lieu of "5" settlement cheques
  - g) Printed Clause 18 is amended by adding the following:  
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
  - (h) Delete Clause 25;
  - (i) Clause 31.4 of the Contract is hereby amended to now read "2" days in lieu of "7" days.

12. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.
13. The Purchaser hereby agrees that they will allow the amount of \$77.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer.
14. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay, and the Purchaser shall have reciprocal rights.
15. The Parties agree that:
  - a) The Purchaser has, at exchange, provided the Vendor with a Deposit Power Guarantee ("Guarantee") in the amount of                      which is dated                      : and
  - b) The Guarantee will be dealt with as if it were a cash deposit under the Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the Deposit: and
  - c) At settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser:
16. Should the Vendor agree to allow the Purchaser to move in under licence an agreed fee of \$                      per week or part thereof is to be adjusted on settlement and paid to the Vendor on completion with the balance of the purchase price; and
  - a) That if settlement is not affected on the due date, by no fault of the Vendor, then the fee will increase from the due date for completion to \$                      per week or part thereof up until and including the date that settlement takes place; and
  - b) That if the property is a house, then the Purchaser will have a current House Insurance policy in place, and the Purchaser will provide a copy of the policy to the Vendor's Licensed Conveyancer prior to obtaining the keys to the property; and
  - c) That the Purchaser accepts the property in its present state and condition in accordance with clause 18 of the Contract for Sale; and
  - d) That the Purchaser accepts all responsibility for the property and its improvements and inclusions from the date that they move into the property and will not delay completion, make any requisitions, objections or claim for compensation from the Vendor in relation thereto.



- 17.
- a) The vendor does not have a Building Certificate.
  - b) Completion of this Contract is not conditional on the vendor or the purchaser obtaining a Building Certificate.
  - c) If the purchaser applies for a Building Certificate from the local Council and a Notice issues requiring work to be done to the property or informs the purchaser of work to be done before it will issue the Certificate, the purchaser shall not be entitled to make any objection, requisition or claim for compensation under any provision of this Contract and the vendor shall be under no obligation to carry out any works or comply with any notice aforesaid and the purchaser will complete this Contract notwithstanding the same.
18. In the event that it is agreed that there shall be an extension of the cooling off period under this contract it is hereby agreed that the solicitor or Licensed Conveyancer for the Vendors shall be entitled to grant the extension in writing on behalf of the vendor pursuant to Section 66S (4) of the Conveyancing Act.
19. The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of this Contract shall be in the form of Requisitions on Title annexed
20. Despite any other provision to the contrary in this contract, all settlement cheques shall be bank cheques unless otherwise agreed too by the vendor/or their legal representative.
21. In the event that:
- i) The purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
  - ii) The purchaser has paid a deposit of less than ten (10%) of the purchase price; and
  - iii) The vendor terminates this Contract or the Purchaser does not rescind this Contract in accordance with the "cooling off" provisions created by Section 66S of the Conveyancing Act;
- "then the vendor shall be entitled to recover from the Purchaser, an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This special condition shall not merge upon completion of this contract.
22. The purchaser acknowledges that no representations, inducements or warranties have been made by the vendor or its agents or representatives relating to the present state or condition or relating to any proposed work or improvements to the property or any part thereof and the purchaser purchases the property in its existing condition and state of repair

23. The Vendor(s) and the Purchaser(s) agree that for the purposes of Clause 2.3, the deposit must be paid to the deposit holder as follows:

- (i) \$\_\_\_\_\_ on the date of this Contract.
- (ii) \$\_\_\_\_\_ on or before the expiration of the Cooling off Period provided for in this Contract.

The Vendor(s) and the Purchaser(s) agree that the Cooling off Period shall be extended until 5.00pm on the \_\_\_\_\_ ( ) business day after the date of this Contract.

The Vendor(s) and the Purchaser(s) hereby agree to exchange by way of:

- (i) Ten (10%) Percent Deposit Guarantee Bond
- (ii) Five (5%) Percent Deposit
- (iii) Ten (10%) Percent Deposit

Vendor (s) \_\_\_\_\_ Purchaser (s) \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_ Dated \_\_\_\_\_

## CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract.

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

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

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

# **REQUISITIONS ON TITLE**

From: ..... Purchaser's Solicitor .....  
 To: ..... Vendor's Solicitor .....  
 Re: ..... To: .....  
 Property: ..... Date: .....

REQUISITIONS	REPLIES
1. (a) In these requisitions "common property" and "lot" have the meanings as defined in S.5(1) of the Strata Titles (Freehold Development) Act, 1973, "parcel" means land together with improvements and fixtures, "land" means the parcel without improvements and fixtures, "improvements" means improvements and fixtures. (b) In requisitions 26 – 38 the references are to provisions of the Strata Schemes Management Act 1996, unless otherwise stated.	
2. When the transaction between our clients is a mortgage, these requisitions should apply by substituting "Mortgagor" for "Vendor" and "Mortgagee" for "Purchaser" wherever appearing in the requisitions.	
3. The replies will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies is inaccurate, will you undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.	
4. (a) Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction? (b) In particular: (i) Is the Vendor under the age of 18 years; (ii) Has any order or declaration been made relating to the Vendor under the Protected Estates Act 1983 or under the Inebriates Act, 1912; (iii) Has the Vendor committed an act of bankruptcy under the Bankruptcy Act, 1966 or has the Vendor been served with a bankruptcy notice, or a bankruptcy petition, or has a sequestration order been made against his estate, or has he entered into an arrangement under Part X of the Bankruptcy Act; (iv) If the Vendor is a company or a corporation, has any resolution, application or order been made for winding up or for the appointment of a receiver or of an administrator? (v) If the answer to any one of (i) to (iv) is otherwise than "No", full particulars should be furnished.	
5. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the parcel, or common property or the lot being sold?	
6. Is the Vendor aware of any unsatisfied judgments orders or writs of execution which affect the parcel, the common property, or the lot being sold, or bind the Vendor?	
7. Has an order been made or has the Vendor received notice of an application for an order under the Family Provision Act, 1982?	
8. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	
9. The Vendor should establish that the whole of the subject matter of the sale will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the parcel.	
10. Is the Vendor aware of any latent defects in title to any part of the land or the parcel, including pipes or structures beneath the surface of the land?	
11. (a) Has each restrictive covenant, which has been disclosed to the Purchaser, been complied with? (b) Is the Vendor aware of any restrictive covenants, which affect or benefit the land and have not been disclosed to the Purchaser?	
12. (a) Is the Vendor aware of any alterations or additions to the building or improvements erected on the parcel or to any lot made after the date of the certificate issued either under S.317A of the Local Government Act, 1919 or under S.37(1) of the Strata Titles (Freehold Development) Act, 1973? (b) If the answer to (a) is "Yes", please furnish full particulars of the alterations or additions and details of the approval for them having been carried out. (c) Is the Vendor aware of any notice or order under Section 317B(1) or (1A) of the Local Government Act, 1919 or of any notice, order, or intended or threatened action under Chapter 7 Part 2 of the Local Government Act 1993? (d) If the answer to (c) is "Yes", furnish full particulars.	
13. (a) Is there any currently applicable development approval or consent to the use of the parcel? (b) Are there any restrictions on the use of, or development of, the parcel by reasons of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	

REQUISITIONS	REPLIES
<p>14. If a swimming pool is included within the parcel –</p> <p>(a) Was its construction commenced before or after 1 August 1990?</p> <p>(b) Has the erection of the swimming pool been approved under the Local Government Act 1919 or under the Local Government Act 1993?</p> <p>(c) Please furnish details of such approval.</p> <p>(d) Are the access requirements specified in the Swimming Pools Act, 1992 and the Regulations under that Act satisfied in respect of the swimming pool?</p>	
<p>15. Is the Vendor aware of the land being subject to any proposal or order under the Coastal Protection Act, 1979?</p>	
<p>16. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977?</p>	
<p>17. Is the whole or part of the parcel within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961?</p>	
<p>18A. If the property is a "dwelling" within the Builders Licensing Act, 1971, in respect of building work carried out between 2 April 1973 and 20 March 1990 –</p> <p>(a) Has any building work been commenced on the land after 2 April 1973?</p> <p>(b) Did the building work include a swimming pool, garage or other structure erected after 1 March 1977?</p> <p>(c) If the answer to (a) or (b) is "Yes" furnish the name, address and the licence number of the builder and the date of the agreement with him relating to the building work.</p>	
<p>18B. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 21 March 1990?</p> <p>(b) If so, please furnish details of the BSC Comprehensive Insurance or BSC Special Insurance protection which applies to that work under Part 6 of the Home Building Act 1989.</p>	
<p>18C. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 1 May 1997?</p> <p>(b) If so, please furnish details of insurance in respect of that work in accordance with S.92 of the Home Building Act 1989.</p>	
<p>19. (a) Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land?</p> <p>(b) If the answer to (a) is "Yes", furnish particulars, including any rights existing in favour of any person or authority.</p>	
<p>20. (a) Are the rain-water downpipes carrying the roof water connected to the sewer?</p> <p>(b) If the answer to (a) is "Yes", it should be shown that permission was obtained and proper provision made before completion for the discharge of roof water.</p>	
<p>21. (a) To whom do the boundary fences belong?</p> <p>(b) Are there any party walls?</p> <p>(c) If the answer to (b) is "Yes" specify what rights are held in respect of each party wall.</p> <p>(d) Is the Vendor aware of any dispute regarding boundary or dividing fences, party walls or encroachments?</p> <p>(e) Is the Vendor aware of the owners corporation having received any notice, claim or proceeding under the Dividing Fences Act, 1991 or under the Encroachment of Buildings Act, 1922 or in respect of any nuisance or other matter relating to the parcel or its use?</p>	
<p>22. Is the Vendor aware of any of the following affecting the whole or part of the parcel:</p> <p>(a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser?</p> <p>(b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the parcel?</p> <p>(c) Any notice of resumption or intended resumption?</p> <p>(d) Any proposal to re-align or widen any road which is adjacent to the parcel?</p> <p>(e) Any proposal by any public or statutory authority?</p> <p>(f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the parcel?</p> <p>(g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which will be recoverable from the Purchaser?</p> <p>(h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?</p>	
<p>23. (a) Is the Vendor liable to pay land tax?</p> <p>(b) Is the lot subject to any charge for land tax for the current year or any past year?</p> <p>(c) If the answer to (a) or (b) is "Yes", all land tax should be paid and the land should be released from the charge before completion.</p> <p>(d) Is any amount due to any other local or public authority which is a charge over the parcel or the lot?</p>	
<p>24A. If the lot is sold subject to vacant possession –</p> <p>(a) Is any person in adverse possession of any part of the lot?</p> <p>(b) The Vendor should remove from the lot before completion all moveable chattels which are not included in the sale.</p>	
<p>24B. If the lot is sold subject to any tenancy, in respect of each tenancy –</p> <p>(a) Is the tenancy as is disclosed in the contract or as has been indicated in writing to the Purchaser?</p>	

REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "No", furnish particulars of any new or different tenancies other than those disclosed and furnish a copy of the lease.</p> <p>(c) Has there been any change in lease terms in respect of a tenant whose tenancy has been disclosed to the Purchaser?</p> <p>(d) If the answer to (c) is "Yes", furnish particulars and a copy of any new lease.</p> <p>(e) On completion all leases should be handed over to the Purchaser together with notice of attornment.</p>	
<p>(f) Rental should be apportioned on completion, but the Purchaser shall not be obliged to allow any adjustment for arrears of rent.</p> <p>(g) In respect of any rental bond for commercial premises the amount of the bond should be allowed on completion or if deposited with some financial institution control over it should be vested for the period after completion in the Purchaser in lieu of the Vendor.</p> <p>(h) In respect of each rental bond deposited with the Rental Bond Board, on completion the appropriate authority duly completed and signed by the Vendor or the managing agent (as is required) will be handed over to the Purchaser to enable the Purchaser or his agent to be recognised after completion as the lessor in respect of that rental bond.</p> <p>(i) If there is any guarantee in respect of the lessee's obligations under any lease or tenancy agreement, the benefit of that guarantee should be assigned on completion to the purchaser.</p>	
<p>24C. In respect of premises leased for residence -</p> <p>(a) Was the dwelling-house in the course of erection at, or did its erection commence after 16 December 1954?</p> <p>(b) If the answer to (a) is "No", furnish particulars of the basis on which the premises are excluded from Parts II or V of the Landlord and Tenant (Amendment) Act, 1948 and furnish copies of any lease whose registration with the Rent Controller is relied on for that purpose.</p> <p>(c) Did the tenant enter into occupation after 1 January 1986 under a lease entered into after that date?</p> <p>(d) In respect of prescribed premises, what is the latest determination of fair rent and is there any current application to determine or to vary the fair rent?</p> <p>(e) Current agreements under section 17A of the Landlord and Tenant (Amendment) Act, 1948 should be produced to the Purchaser before completion and found to have been effectively executed attested and registered in accordance with that section.</p> <p>(f) Has any order been made under Section 6 of the Landlord and Tenant (Amendment) Act, 1948?</p> <p>(g) Is any part of the premises "special premises" within section 6A of the Landlord and Tenant (Amendment) Act, 1948?</p>	
<p>24D. (a) In respect of any of the tenancies</p> <p>(i) was any certificate given under S.16(3) of the Retail Leases Act 1994;</p> <p>(ii) was a disclosure statement given to the tenant under the Retail Leases Act 1994;</p> <p>(iii) was any document served on the tenant under the lease, which concerns the rights of the landlord or the tenant after completion;</p> <p>(iv) was any document served by the tenant under the lease, which concerns the rights of the landlord or the tenant after completion?</p> <p>(b) If the answer to any of 24D(a)(i)-(iv) is "Yes", please furnish particulars, forward copies of each certificate, statement or document, and the original should be handed over on completion.</p>	
<p>25. If it is provided in the contract, the existing telephone service should be left at the premises at settlement, to enable the Purchaser to become the subscriber of that service.</p>	
<p>26. (a) At the time of completion the Vendor should be recorded as the owner of the lot on the strata roll.</p> <p>(b) On completion duly completed notices should be furnished to the Purchaser under S.118 relating to the Vendor and other interests recorded on the strata roll which should cease on or before completion.</p>	
<p>27. (a) Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract?</p> <p>(b) If the answer is "Yes", please furnish details.</p> <p>(c) Is the Vendor aware of any breach by the Vendor or by any occupier of the lot being sold of the current by-laws or of S.116 or S.117?</p>	
<p>28. (a) Has the initial period expired?</p> <p>(b) Is the Vendor aware of conduct by the owners corporation contravening S.50 or S.113 taken during the initial period?</p>	
<p>29. Is the Vendor aware of any action taken or current proposals regarding:</p> <p>(a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?</p> <p>(b) The transfer, lease or dedication of common property or of additional common property?</p> <p>(c) The vesting in an owner of the exclusive use of part of common property?</p> <p>(d) The creation or release of any easement or restriction as to user?</p> <p>(e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?</p>	
<p>30. If a lot included in the sale is a utility lot, please furnish particulars of the conditions restricting its user.</p>	
<p>31. (a) Is the Vendor aware of work carried out or proposed to be carried out by the owners corporation on or in relation to the common property or the lot being sold?</p>	

REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "Yes", please furnish particulars of the work and indicate whether the Vendor has paid for any part of the work or whether it is recoverable from the Vendor under S.63.</p> <p>(c) Is the Vendor aware of any notice served by a public authority or by the local council requiring the owner of any lot (including the Vendor) to carry out work on or in relation to that lot?</p>	
<p>32. (a) Has any part of the common property or any lot been resumed?</p> <p>(b) Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?</p>	
<p>33. (a) Please furnish full particulars of all current insurance policies held by the owners corporation in respect of the building erected on the parcel and the property or liability of the owners corporation.</p> <p>(b) The owners corporation should hold insurance policies in compliance with Chapter 3 Part 4 Divisions 2 and 3.</p> <p>(c) Is the Vendor aware of any application or order pursuant to Chapter 5 Part 4 Division 3?</p> <p>(d) Is the Vendor aware of any current or proposed claim by the owners corporation or by the Vendor under any insurance policy covering the common property or any lot?</p>	
<p>34. Please furnish particulars of:</p> <p>(i) The administrative fund.</p> <p>(ii) Any sinking fund.</p> <p>(iii) The Vendor's liability for current levies by the owners corporation, including towards the administrative fund and the sinking fund.</p> <p>(iv) Is any amount payable by the Vendor to the owners corporation in respect of any right of exclusive use or enjoyment of any part of the common property?</p> <p>(v) Is there any outstanding liability of the owners corporation or the Vendor under S.241?</p> <p>(vi) Is the Vendor indebted for any pecuniary penalty or order for costs under Chapter 5 which is a charge on the lot being sold?</p>	
<p>35. (a) Has a strata managing agent been appointed?</p> <p>(b) If the answer is "Yes", please furnish the name, address and particulars of the powers, authorities, duties and functions delegated to the strata managing agent.</p>	
<p>36. (a) Is the Vendor aware of any current application, order or interim order under Part V of the Strata Titles (Freehold Development) Act or under Chapter 5 of the Strata Schemes Management Act which relates to the Strata Scheme, the common property or the lot being sold, affecting the owners corporation, the Vendor or the occupier of the lot?</p> <p>(b) If the answer is "Yes", please furnish full particulars.</p> <p>(c) Is the Vendor aware of any appeal, or any order for variation or revocation in respect of such an order?</p>	
<p>37. Is the Vendor aware of:</p> <p>any actual, contingent or expected liabilities of the owners corporation which, when aggregated and apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one per centum of the price of the lot sold by the Vendor (but excluding from that calculation any such liabilities which are</p> <p>(1) fully covered by a contribution levied prior to the date of this agreement under Chapter 3 Part 3 Division 2;</p> <p>or</p> <p>(2) normal operating expenses and are the subject of a contribution to the Administrative Fund)?</p>	
<p>38. Not less than 7 days prior to completion the Vendor shall furnish to the Purchaser, at the Purchaser's expense, a certificate under S.109.</p>	
<p>39. If there is no special completion address stated in the contract, please advise where the Vendor requires completion to occur.</p>	

Solicitor for Vendor



FOLIO: 36/SP32863

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/3/2020	2:49 PM	6	27/9/2019

LAND

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LOT 36 IN STRATA PLAN 32863  
AT BAULKHAM HILLS  
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

-----

ROBYN ANN ROBERTSON (AD AP565569)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP32863  
2 SP32863 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

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PRINTED ON 24/3/2020





FOLIO: CP/SP32863

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/3/2020	2:49 PM	10	25/9/2018

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 32863  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BAULKHAM HILLS  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 2 SP32863

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 32863

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- NEW SOUTH WALES STRATA MANAGEMENT PTY LIMITED  
PO BOX 2102  
NORTH PARRAMATTA  
NSW 1750

SECOND SCHEDULE (9 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C713794 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM.
- 3 Y531743 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE  
PART OF THE LAND ABOVE DESCRIBED DESIGNATED (X) IN  
DP122456
- 4 3850997 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES  
AFFECTING THE PART OF THE LAND SHOWN SO BURDENED IN  
PLAN WITH 3850997
- 5 3850998 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES  
AFFECTING THE PART OF THE LAND SHOWN SO BURDENED IN  
PLAN WITH 3850998
- 6 6626214 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES  
AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH  
6626214
- 7 6626214 EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN PLAN WITH 6626214
- 8 AN735474 CONSOLIDATION OF REGISTERED BY-LAWS
- 9 AN735474 INITIAL PERIOD EXPIRED

END OF PAGE 1 - CONTINUED OVER

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FOLIO: CP/SP32863

PAGE 2

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

## STRATA PLAN 32863

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 22	2	- 22	3	- 22	4	- 22
5	- 20	6	- 19	7	- 20	8	- 19
9	- 20	10	- 19	11	- 22	12	- 19
13	- 22	14	- 19	15	- 20	16	- 20
17	- 20	18	- 22	19	- 22	20	- 25
21	- 24	22	- 24	23	- 22	24	- 22
25	- 22	26	- 22	27	- 20	28	- 22
29	- 20	30	- 22	31	- 22	32	- 22
33	- 22	34	- 22	35	- 20	36	- 22
37	- 20	38	- 22	39	- 24	40	- 24
41	- 24	42	- 24	43	- 24	44	- 24
45	- 24	46	- 24				

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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PRINTED ON 24/3/2020

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

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the **Baulkham Hills** having satisfied itself that the requirements of the State Titles Act 1972 have been complied with in relation to the registration of plan have been registered herein.

\* This approval is given on the condition that (only)

\* State subject to the restriction on user referred to in section 39 of the

Date **8-12-87**

Subdivision No. **6684**

Council Officer

\* Complete, or define if inapplicable.

SURVEYOR'S CERTIFICATE

**ROBERT DOUGLAS DUNLOP**  
**66 CLARENCE STREET SYDNEY 2000**

a surveyor registered under the Surveyors Act 1958, hereby certify that:

(1) the plan is a true and correct copy of the original plan as shown to me by the owner of the land;

(2) any floor or ceiling, the upper or under surface or any part of any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot, exists;

(4) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot, exists;

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

Signature: **Robert Dunlop**

Date: **24.8.1987**

\* Complete, or define if inapplicable.

\* State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in **8** sheets.

PLAN OF SUBDIVISION OF LOT 1 D.P. 747193



Area/Shire : **BAULKHAM HILLS** Locality : **BAULKHAM HILLS**

Parish : **CASTLE HILL** County : **CUMBERLAND**

Reduction Ratio 1:

Lengths are in metres



Registered **21/11/1988**

C.A. : No. **6684** OF **8-12-1987**

Purpose : **STRATA PLAN**

Ref. Map : **U9160-64 #**

Last Plan : **D.P. 747193**

Name of, and \*address for service of notices on, the owner of the land shown on the original strata plan only.

**THE PROPRIETORS STRATA PLAN NO 32863**  
**NO 1-5 HILL STREET BAULKHAM HILLS 2153**

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964 AND SECTION 75 OF THE STRATA TITLES ACT, 1973 IT IS INTENDED TO CREATE: **7(3)**

1. RESTRICTION AS TO USER

SIGNED for and on behalf of **BARCLAYS AUSTRALIA (FINANCE) LIMITED** by **Robert Dunlop** and **Robert Dunlop** its duly constituted Attorneys WHO HEREBY JOINTLY AND SEVERALLY DECLARE that at the time of execution by them of this document they have no notice of the revocation of the Power of Attorney registered No. **608** Book **353** under the authority of which they have just executed the within document.

MORTGAGEE EXERCISING ITS POWER OF SALE

In the presence of

**Robert Dunlop J.P.**  
**Justice of the Peace**

SIGNED in my presence by **Robert Dunlop** and **Robert Dunlop** the duly constituted Attorneys of **NATIONAL WESTMINSTER FINANCE AUSTRALIA LIMITED** who hereby state that they have no notice of revocation of Power of Attorney No. **51** Book **3677** by virtue of which they have just executed this instrument.

Signature of Witness: **Leo Vincent Grant**

Name of Witness: **Leo Vincent Grant**

Qualification of Witness: **Justice of the Peace**

PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST

FOR LOCATION PLAN SEE SHEET 2

SURVEYOR'S REFERENCE: 5798

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

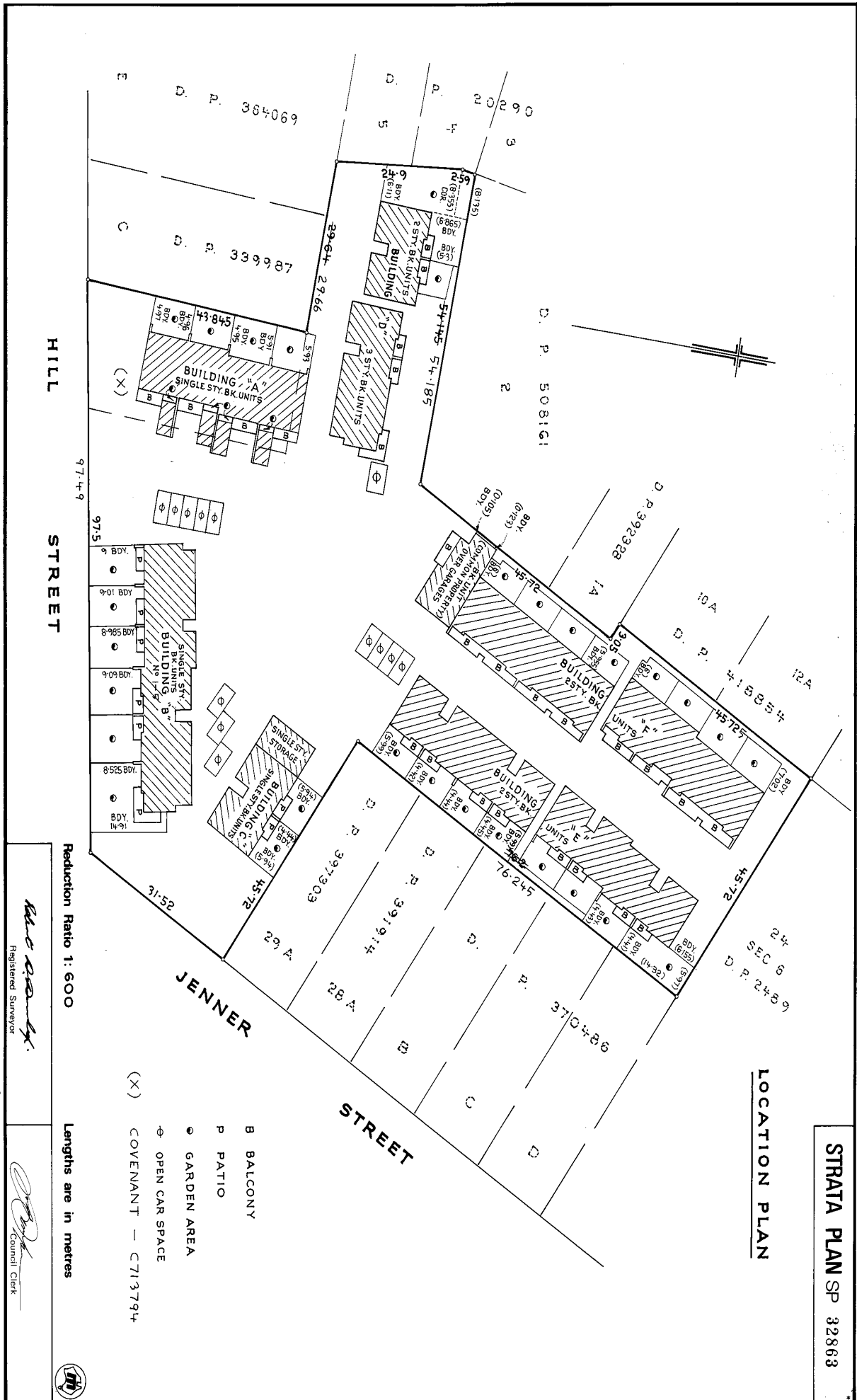
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 8 Sheets

STRATA PLAN SP 32863



OFFICE USE ONLY

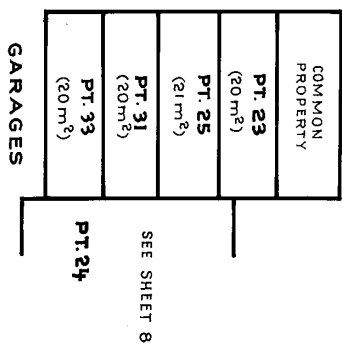
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 8 Sheets

STRATA PLAN SP 32863

SCHEDULE OF UNIT ENTITLEMENT	
LOT N°	UNIT ENTITLEMENT
1	22
2	22
3	22
4	22
5	20
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11	22
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44	24
45	24
46	24
AGGREGATE	1000



2.6 PT. 27 5.27 (14 m²)	2.6 PT. 29 5.29 (14 m²)	2.6 PT. 35 5.35 (14 m²)	2.5 PT. 37 5.37 (13 m²)
2.6	2.6	2.6	2.5
2.47			2.53

OPEN CAR SPACES

SEE SHEET 7

ALL AREAS ARE APPROXIMATE  
THE STRATA OF THE OPEN CAR SPACES  
EXTEND TO A HEIGHT OF 2.5 ABOVE THE  
UPPER SURFACE OF THEIR RESPECTIVE  
FLOORS

GROUND FLOOR  
BUILDING 'E'

Reduction Ratio 1: 200

Lengths are in metres

SURVEYOR'S REFERENCE: 5798

Registered Surveyor

Council Clerk



OFFICE USE ONLY

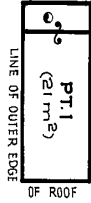
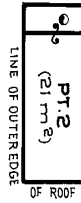
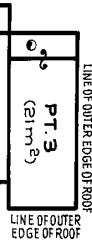
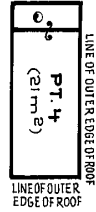
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 8 Sheets

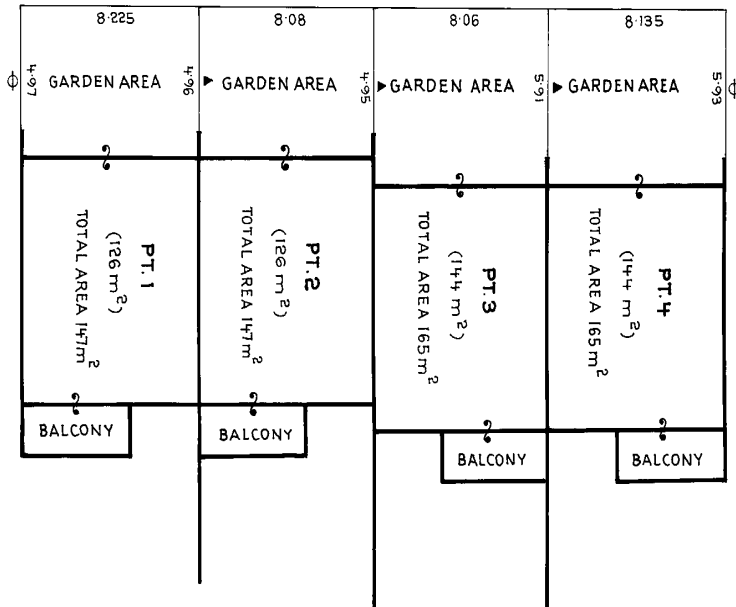
STRATA PLAN SP 32863

GARDEN AREA



LOWER GROUND FLOOR

BUILDING 'A'



GROUND FLOOR

ALL AREAS ARE APPROXIMATE  
 THE STRATA OF THE BALCONIES EXTEND TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.  
 THE STRATA OF THE GARDEN AREAS EXTEND BETWEEN 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

⊕ LINE OF OUTER FACE OF WALL PRODUCED  
 ▲ LINE OF CENTRE OF WALL PRODUCED

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 5798



OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 8 Sheets

STRATA PLAN 32863

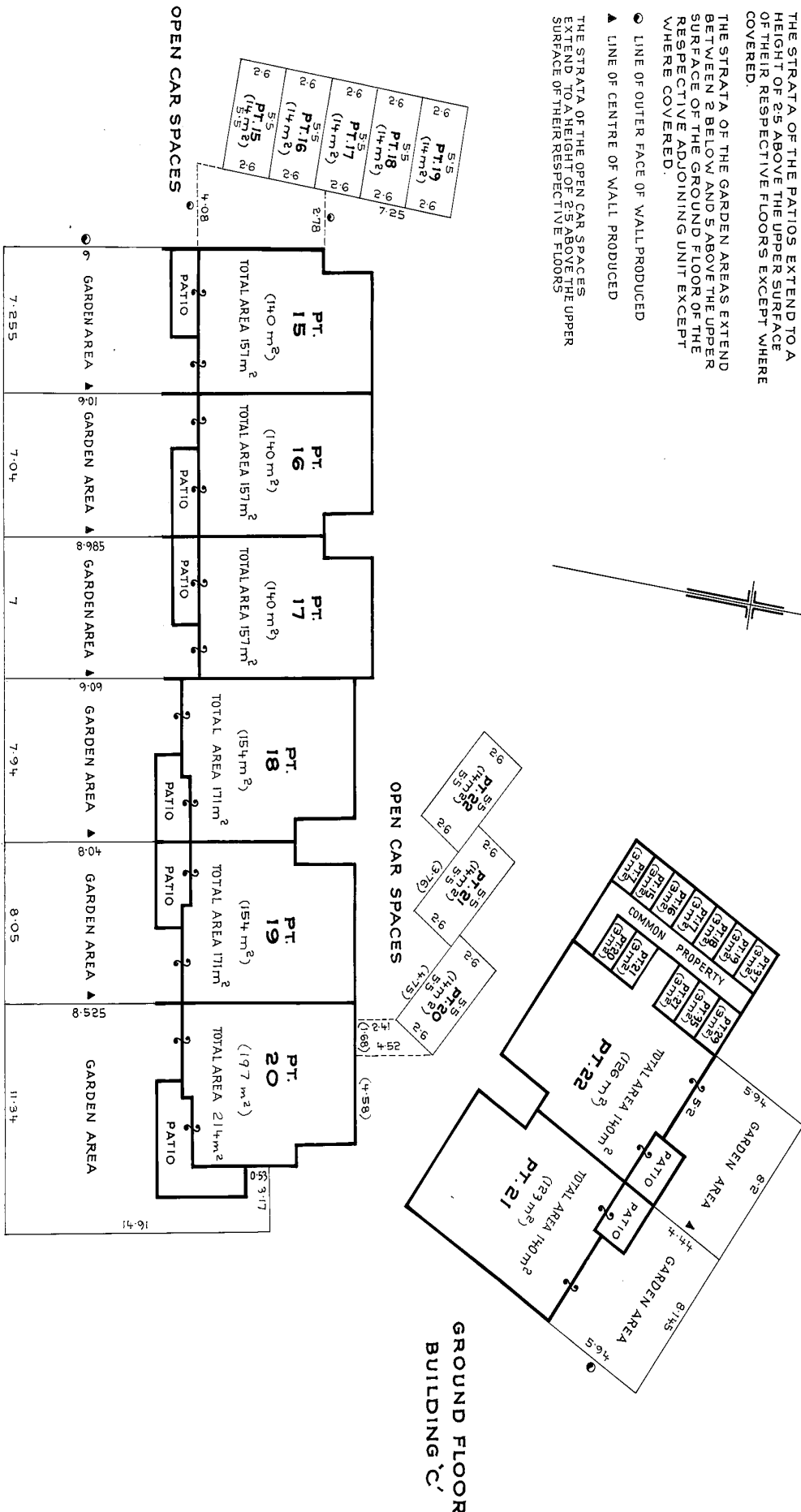
ALL AREAS ARE APPROXIMATE

THE STRATA OF THE PATIOS EXTEND TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

THE STRATA OF THE GARDEN AREAS EXTEND BETWEEN 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

- LINE OF OUTER FACE OF WALL PRODUCED
- ▲ LINE OF CENTRE OF WALL PRODUCED

THE STRATA OF THE OPEN CAR SPACES EXTEND TO A HEIGHT OF 2.5 ABOVE THE SURFACE OF THEIR RESPECTIVE FLOORS



Lengths are in metres

Reduction Ratio 1: 200

GROUND FLOOR BUILDING 'B'

SURVEYOR'S REFERENCE: 5798

Registered Surveyor

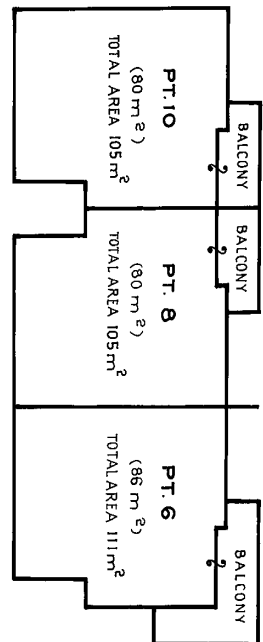
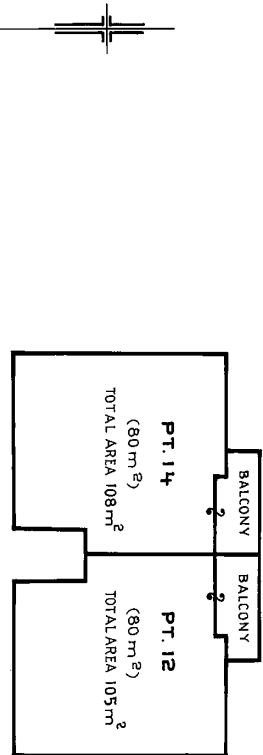
Council Clerk

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

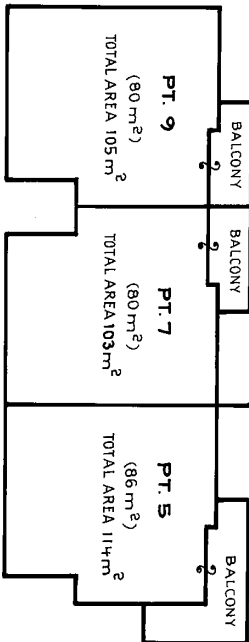
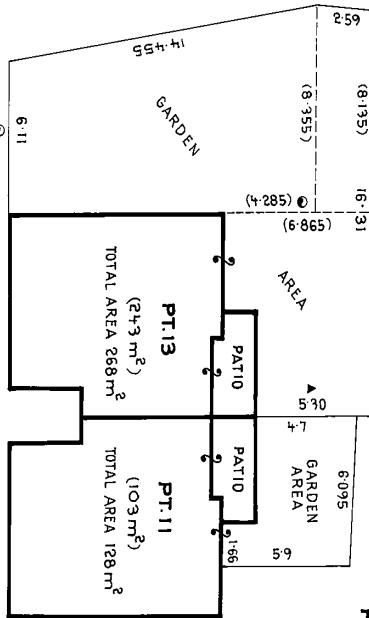
Sheet No. 6 of 8 Sheets

STRATA PLAN 32863



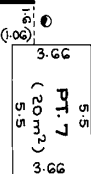
FIRST FLOOR

ALL AREAS ARE APPROXIMATE  
 ○ LINE OF OUTER FACE OF WALL PRODUCED  
 ▲ LINE OF CENTRE OF WALL PRODUCED



GROUND FLOOR

OPEN CAR SPACE



THE STRATA OF THE GARDEN AREAS EXTEND BETWEEN 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.  
 THE STRATA OF THE BALCONIES ON THE FIRST FLOOR EXTEND TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

BUILDING 'D'

THE STRATUM OF THE OPEN CAR SPACE EXTENDS TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR.

PT. 14	PT. 13	PT. 12	PT. 11	PT. 10	PT. 9	PT. 8	PT. 6	PT. 5
(28 m²)	(25 m²)	(25 m²)	(25 m²)	(25 m²)	(25 m²)	(25 m²)	(25 m²)	(28 m²)

LOWER GROUND FLOOR

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 5798

Council Clerk



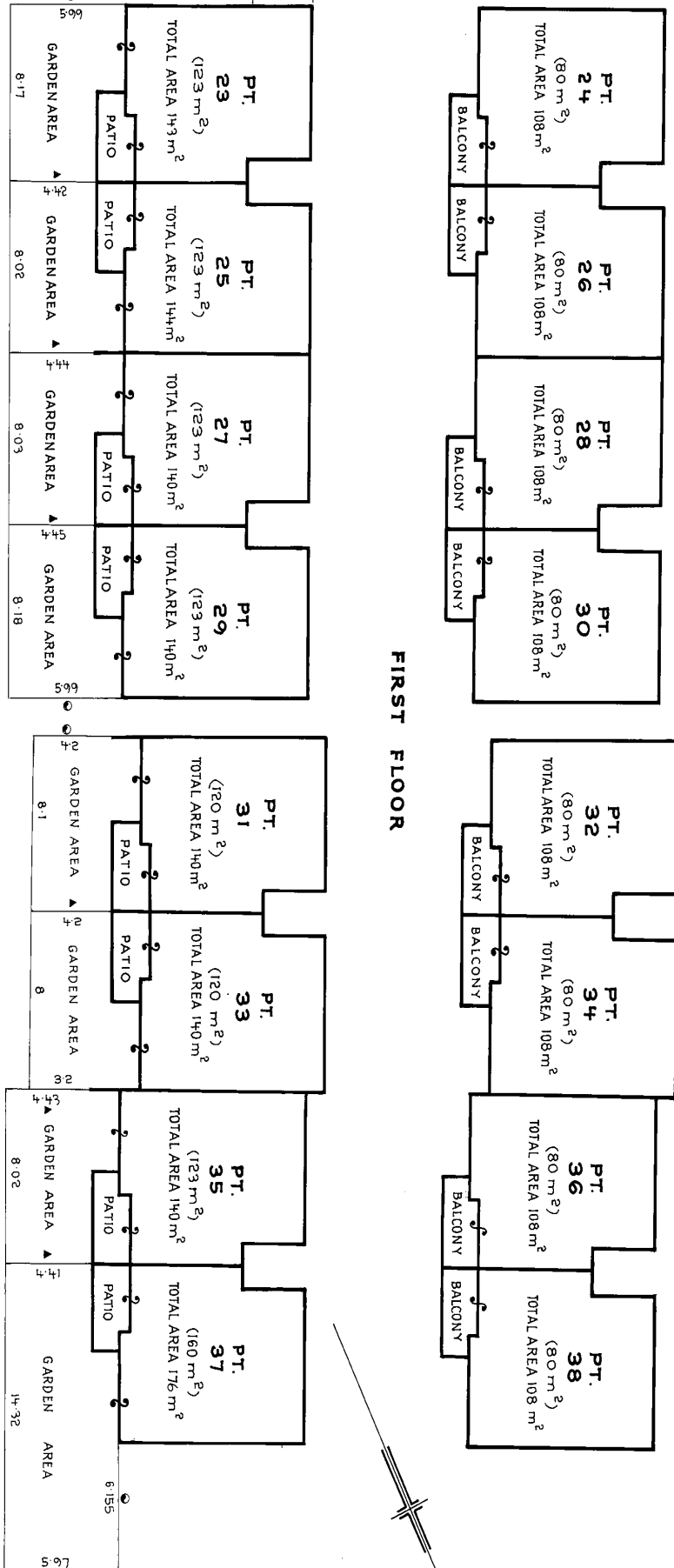
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 8 Sheets

STRATA PLAN 32863

FIRST FLOOR



GROUND FLOOR

BUILDING 'E'

ALL AREAS ARE APPROXIMATE  
 THE STRATA OF THE BALCONIES EXTEND TO A HEIGHT  
 OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE  
 FLOORS EXCEPT WHERE COVERED.  
 THE STRATA OF THE GARDEN AREAS EXTEND BETWEEN  
 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE  
 GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT  
 WHERE COVERED  
 ● LINE OF FACE OF WALL PRODUCED  
 ▲ LINE OF CENTRE OF WALL PRODUCED

Reduction Ratio 1: 200

Lengths are in metres

SURVEYOR'S REFERENCE: 5798

*Registered Surveyor*

*Council Clerk*

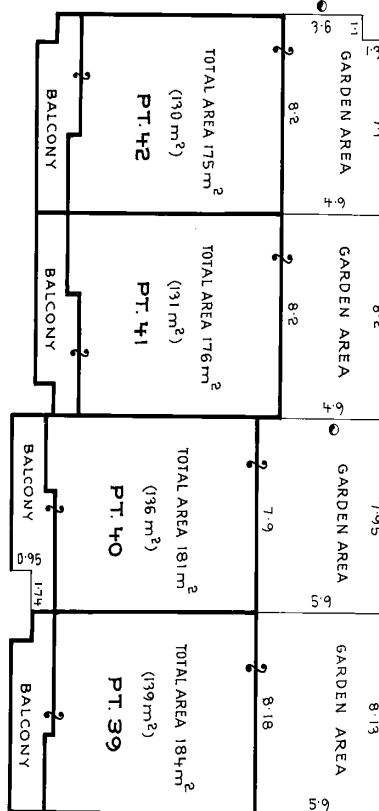
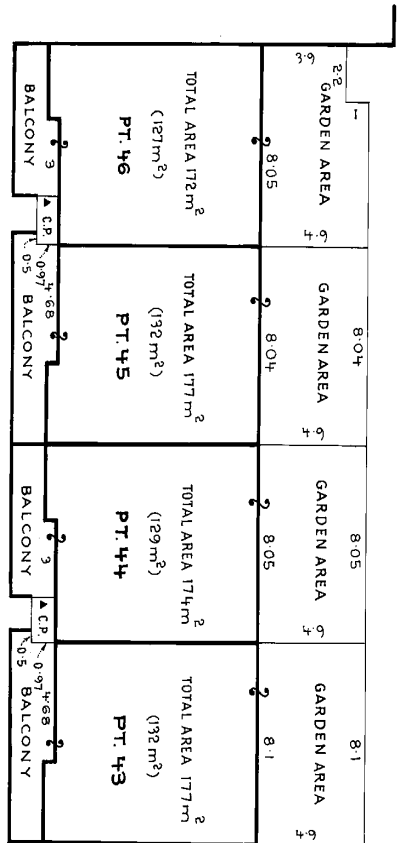


FORM 2

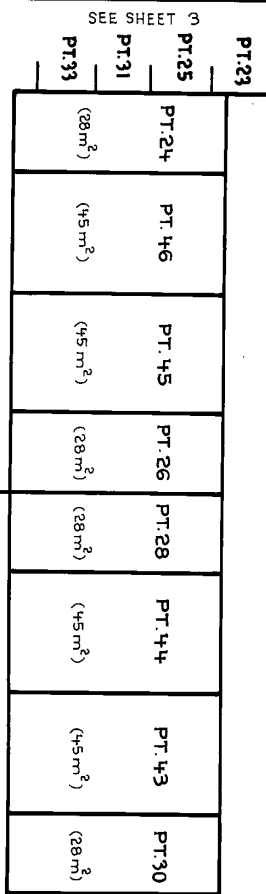
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 8 Sheets

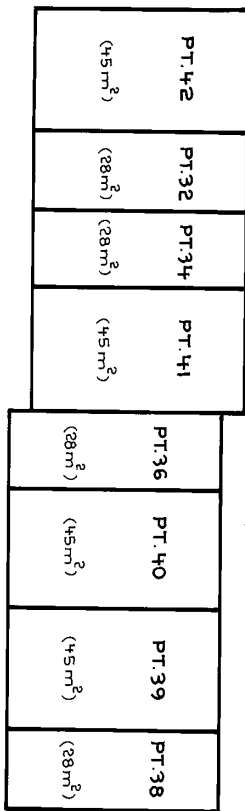
STRATA PLAN 32863



FIRST FLOOR



GROUND FLOOR



ALL AREAS ARE APPROXIMATE  
 THE STRATA OF THE BALCONIES EXTEND TO A HEIGHT  
 OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE  
 FLOORS EXCEPT WHERE COVERED.  
 THE STRATA OF THE GARDEN AREAS EXTEND BETWEEN  
 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE FLOOR  
 OF THE RESPECTIVE ADJOINING FIRST FLOOR UNIT  
 EXCEPT WHERE COVERED.

BUILDING 'F'

Reduction Ratio 1: 200

Lengths are in metres

○ LINE OF OUTER FACE OF WALL PRODUCED  
 ▲ LINE OF EDGE OF BALCONY PRODUCED  
 C.P. COMMON PROPERTY

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 5798

OFFICE USE ONLY

RESTRICTION AS TO USER

Instrument setting out terms of restrictions intended to be created pursuant to s. 88B of the Conveyancing Act 1919 and s.7(3) of the Strata Titles Act.

(Sheet 1 of 2 sheets)

PART 1

SP32863 (E) Subdivision of Lot 1 in Deposited Plan  
No. 741143 covered by Council Clerk  
Certificate No. 6684 of 8.12.1987

FULL NAME AND ADDRESS OF Barclays Australia (Finance) Limited  
THE MORTGAGEE EXERCISING of 25 Bligh Street, Sydney.  
ITS POWER OF SALE:-

1. IDENTITY OF RESTRICTION  
FIRSTLY REFERRED TO IN  
ABOVEMENTIONED STRATA PLAN:- Restriction as to User.

SCHEDULE OF LOTS ETC AFFECTED

<u>LOT BURDENED</u>	<u>LOTS, NAME OF ROAD OR AUTHORITY BENEFITTED</u>
Each Lot in the Strata Plan	Every other Lot and the Common Property.

PART 2

TERMS OF RESTRICTION AS TO USER REFERRED TO IN THE ABOVEMENTIONED STRATA PLAN:-

No part of any burdened Lot shall be used or occupied otherwise than as a residence by any person who:-

- (i) Has attained the age of 55 years or a person of any age who, as a result of having a mental, physical or sensory impairment, either permanently or for an extended period, has substantially limited opportunities to enjoy a full and active life (hereinafter referred to as the "Occupant");
- OR
- (ii) Is the Occupant's spouse if and so long as the Occupant lawfully occupies the burdened Lot or was the Occupant's spouse if the Occupant shall die;
- OR
- (iii) Is the invitee(s) of the Occupant or of such spouse if and so long as the Occupant or spouse lawfully occupies the burdened lot;

PROVIDED this restriction shall not be breached in case both the Occupant and such spouse (if any) shall on account of travel or hospitalisation (but not otherwise) cease temporarily to occupy the burdened lot.

APPROVED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS.....SHIRE CLERK

REGISTERED  27/1/1988

RESTRICTION AS TO USER

Instrument setting out terms of restrictions intended to be created pursuant to s. 88B of the Conveyancing Act 1919 and s.7(3) of the Strata Titles Act.

PART 1

(Sheet 2 of 2 sheets)

SP32863

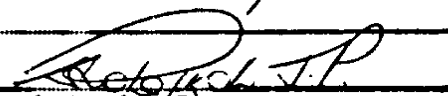
Subdivision of Lot 1 in Deposited Plan  
No. 147193 covered by Council Clerk  
Certificate No. 6684

APPROVED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS,  SHIRE CLERK

SIGNED for and on behalf of BARCLAYS AUSTRALIA (FINANCE)  
LIMITED by Allen Richard Lane and

Peter Frederick Barnes  
as duly constituted Attorneys WHO HEREBY JOINTLY AND  
SEVERALLY DECLARE that at the time of execution by them of  
this document they have no notice of the revocation of the Power  
of Attorney registered No. 600 Book 355 under  
the authority of which they have just executed the within  
document.

in the presence of

  
Justice of the Peace

SIGNED in my presence by LEON STANLEY WEBSTER and  
DEREK DUNCAN the duly constituted Attorneys  
of NATIONAL WESTMINSTER FINANCE AUSTRALIA LIMITED  
who hereby state that they have no notice of revocation of Power  
of Attorney No. 51 Book. 3677  
by virtue of which they have just executed this instrument.

Signature of Witness 

Name of Witness. LEO VINCENT GRANT

Qualification of Witness. JUSTICE OF THE PEACE



REGISTERED  27/1/2008



R.P. 13.  
New South Wales  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900)

C713791



£ s. d.  
12 6  
7 6  
8 0  
5 0  
2 5 0  
M 1310.38

(Trusts must not be disclosed in the transfer.)

EDGAR POULTON of Baulkham Hills, Stoker in Royal Austral-

ian Navy

(herein called transferor )

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

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 FORTY POUNDS

(£40:0:0) (the receipt whereof is hereby acknowledged) paid to me by

FREDERICK GEORGE THOMAS ROLFE of Dundas Iron Worker

(herein called transferee )

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

do hereby transfer to the said transferee<sup>b</sup>

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

c 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. These references will suffice if the whole land in the grant or certificate be transferred. If part only 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 the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	CUMBERLAND	FIELD OF MARS	Part being Lot B on plan annexed hereto Marked "A"	4759	60

d Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-32. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

And the transferee covenants with the transferor<sup>c</sup>

1. That no fence shall be erected on the said allotment to divide it from adjoining land without the consent of the Transferor, but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.

2. The land to which the benefit of this covenant is intended to be appurtenant is the land in the said Deposited Plan other than the said Lot B.

The land which is to be subject to the burden of this covenant is the said Lot B

The person by whom or with whose consent this covenant may be released varied or modified is the Transferor.

ENCUMBRANCES, &c., REFERRED TO:

e A very short note will suffice.

PLAN DEPOSITED IN  
PLAN BOOK NO. E.P.  
330473

Signed at Parramatta  
Signed in my presence by the transferor

the eighth fifth day of October 1938.

WHO IS PERSONALLY KNOWN TO ME

H. L. Ladhunter

Signed

H. L. Ladhunter  
Parramatta

A. E. Poulton

Transferor.\*

f If executed within the State this instrument should be 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 must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

g 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."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

H. L. Ladhunter

H. L. Ladhunter  
Parramatta

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

F. G. T. Rolfe

Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. 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.

No. **C713794**

LODGED BY **F. W. TODHUMER, SOLICITOR**

**PARRAMATTA.**

**CONSENT OF MORTGAGEE.**

I, **NEAL DRAYTON MOBES** mortgagee under Mortgages Nos. **C405063**, **C458428** & **C550406**  
 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.

Dated at Parramatta this **5<sup>th</sup>** day of **October** 19**38**.

Signed in my presence by **Neal Drayton Mobes** who is personally known to me. **F. W. Todhumer**

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**38**.

Signed at the place and on the date above-mentioned, in the presence of—

i This form is not appropriate in cases of delegation by trustees.

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

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at **Parramatta**, the **eight** day of **October**, one thousand nine hundred and thirty eight **Fredrick Stuart Rolfe** the attesting witness to this instrument, and declared that he personally knew **Arthur Edgar Poulton** the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said **Arthur Edgar Poulton** is his own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

**F. W. Todhumer J.P.**

iii May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

**MEMORANDUM OF TRANSFER OF**

**Acres. roods. perches.**

**Lot 6 in plan annexed (Pt lots 2, 32, 33 & 34 Mc 6 of 24 of 1928)**

Shire **Baulkham Hills**

Municipality \_\_\_\_\_

Parish \_\_\_\_\_ County \_\_\_\_\_

(sub. to count)

**Fredrick George Thomas Rolfe** Transferee.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg d Propr., M't'gor, etc.
<b>GT Section 100b.</b>	<b>3</b>	<b>July 38</b>

Particulars entered in Register Book, Vol **4992** Fol. **110**

the **13<sup>th</sup>** day of **November** 19**38**  
 at **minutes 12** o'clock in the

**F. W. Todhumer**  
 Registrar



**PROGRESS RECORD.**

	Initialed	Date
Sent to Survey Branch...	<b>MS</b>	<b>17.10.38</b>
Received from Records...	<b>MS</b>	<b>17.10.38</b>
Draft written ...	<b>MS</b>	<b>24.11.38</b>
Draft examined...	<b>MS</b>	<b>10.11.38</b>
Diagram prepared ...	<b>MS</b>	<b>17.10.38</b>
Diagram examined	<b>MS</b>	<b>17.10.38</b>
Draft forwarded	<b>MS</b>	<b>17.10.38</b>
Supt. of Engrossers	<b>MS</b>	<b>24.11.38</b>
Cancellation Clerk	<b>MS</b>	<b>24.11.38</b>
Vol. <b>4992</b> Fol. <b>110</b>		
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged 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 the Mayor or Chief Officer of any municipal or local government corporation of 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.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or 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:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

55 4051

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

SHIRE OF BAULKHAM HILLS.

C713794

CERTIFICATE OF NEW ROAD OR SUBDIVISION.

Local Government Act, 1919, Sec. 327  
Ordinance No.32 Form 1.

Council Chambers,  
CASTLE HILL.

7th Sept., 1938.

Certificate No. 380

APPLICANT.

(Name) MR. H. F. BUSBY.

(Address) 18 GEORGE STREET  
PARRAMATTA.

OWNER :

(Name) MR. POULTON.

(Address) CASTLE HILL ROAD  
BAULKHAM HILLS.

NEW ROAD (Particulars),...NIL.

SUBDIVISION (Particulars) SUBDIVISION OF LOT 1 AS SHOWN ON REGD. PLAN 32427  
PARISH FIELD OF MARS, CO. CUMBERLAND.

CERTIFICATE.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the abovenamed applicant in relation to the proposed.....SUBDIVISION.....above described, and more particularly set out on the accompanying plan, ~~XXXXXX~~ marked "Covered by Council Clerk's Certificate No.380,.... of...7th September, 1938....."

*Aultain*  
SHIRE CLERK.



NO 110

EXAMINER



Y531743

**TRANSFER  
GRANTING EASEMENT TG**

REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

CA	1 of 1	7	R/1
\$ 103			

DESCRIPTION  
OF LAND  
Note (a)

TRANSFEROR  
(registered  
proprietor of  
servient tenement)  
Note (b)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Folio Identifier CP/SP32863	
THE PROPRIETORS - STRATA PLAN NO. 32863	

Note (c)

(The abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00  
and TRANSFERS and GRANTS an Easement for Electricity Purposes shown as "Proposed  
Easement for Electricity Purposes" on the plan annexed hereto marked with the  
letter "A" and being more fully set out in the annexure hereto and marked with  
the letter "B".

OFFICE USE ONLY

OVER

TRANSFeree  
(registered  
proprietor of  
dominant tenement)  
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree

THE PROSPECT COUNTY COUNCIL, 10 Smith Street Parramatta

PLAN REFILED

AS D.P. 122476

PRIOR  
ENCUMBRANCES  
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1.

2.

DATE 6th July 1989

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (e)

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

Signature of Witness

R. KASIK

NAME OF WITNESS (BLOCK LETTERS)

57 QUEEN ST. SYDNEY

Address and occupation of Witness



Signature of Transferor

Note (e)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

679

TO BE COMPLET-  
ED BY LODGING  
PARTY

Notes (f)  
and (g)

8103

S

OFFICE USE ONLY

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by 28A 27/7/89
Checked	Passed	REGISTERED	Secondary
EA/B	FFH	22 AUG 1989	Directions
Signed	Extra Fee	13/07/89	Delivery
			Directions

L. J. ANDREATTA

SOLICITOR FOR TRANSFeree

OVER



1987

**INSTRUCTIONS FOR COMPLETION**

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessors of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

**Rule up all blanks.**

The following instructions relate to the side notes on the form.

- (a) Description of land. TORRENS TITLE REFERENCE--Insert the current Reference to the Folio of the Register for both the dominant and servient tenements, e.g., Vol. 135/SP12345 or Vol. 126/4 Fol. 126.

- (b) Show the full name, address and occupation or description.

- (c) State the nature of the easement (see e.g., section 161A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

- (e) Execution.

## GENERALLY

- ii) Should there be insufficient space for execution of this dealing, use an annexure sheet.

- (H) The certificate of conveyance under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm) to be typewritten or printed adjacent to the signature. Any person who fraudulently or negligently contravenes is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

- (41) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered No. \_\_\_\_\_."

#### AUTHORITY

- (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

- (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pble for probate, L/A for letters of administration.

## OFFICE USE ONLY

### FIRST SCHEDULE DIRECTIONS

[illegible]

WJH

THIS IS THE ANNEXURE MARKED "B" REFERRED TO IN TRANSFER OF EVEN DATE MADE  
BETWEEN THE PROPRIETORS - STRATA PLAN NO. 32863 and THE PROSPECT COUNTY  
COUNCIL.  
DATED THIS

DAY OF

1909

Full and free right leave liberty and licence for the Transferee and its  
successors to install all necessary equipment for electricity purposes  
(including transformers and underground transmission mains, wires and cables)  
together with the right to come and go for the purpose of inspecting  
maintaining, repairing, replacing and/or removing such equipment and every  
person authorised by the Transferee to enter into and upon the servient  
tenement or any part thereof at all reasonable times and to remain there for  
any reasonable time with surveyors, workmen, vehicles, things or persons and  
to bring and place and leave thereon or remove therefrom all necessary  
materials, machinery, implements and things provided that the Transferee and  
the persons authorised by it will take all reasonable precautions to ensure as  
little disturbance as possible to the surface of the servient tenement and  
will restore that surface as nearly as practicable to its original condition.

LA:8692g



*R. H. Jones*

*[Signature]*

STRATA TITLES ACT, 1973

CERTIFICATE OF BODY CORPORATE

In pursuance of the Strata Titles Act, 1973, The Proprietors - Strata Plan No. 32863 hereby certifies that:

- (1) The dealing Transfer Granting Easement dated the \_\_\_\_\_ day of \_\_\_\_\_ 1989 to The Prospect County Council was executed by it pursuant to a unanimous resolution passed in accordance with the requirements of the above Act;
- (2) The requirements of Section 28 (3) (ii) of the above Act have been complied with in respect of the said dealing.
- (3) In respect of the Strata scheme based on Strata Plan No. 32863 the initial period, as defined by the Act, expired before issued by the Body Corporate on 2/6/1989 of a certificate referred to in Section 28 (4) (a).

THE COMMON SEAL OF THE PROPRIETORS  
STRATA PLAN NO. 32863 was hereunto  
affixed in the presence of:

.....  
.....

being the persons authorised by  
Section 55 of the Strata Titles  
Act, 1973 to attest the affixing  
of the Seal



LA:8693g



PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Y531743

\* OFFICE USE ONLY

W 0 0 0 F 1 B

Council Clerk's Certificate

I hereby certify that -

- (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and  
(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended. t Hunter District Water, Sewerage, and Drainage Act, 1938, as amended.

have been complied with by the applicant in relation to the proposed .....  
(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. ....

Date .....

(Signature) .....  
Council Clerk

\*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.  
tDelete if inapplicable.

Surveyor's Certificate

I, HUGH CAMPBELL McCUBBEN,

of 7 BEVANS ROAD, GALSTON, 2159

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that ~~the survey represented in this plan~~ WAS COMPILED FROM D.P. 2489

~~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~~

1ST OCTOBER, 1987

Signature Hugh Campbell McCubben

Surveyor registered under Surveyors Act, 1929, as amended.

~~Datum Line of Azimuth~~

~~Strike out either (1) or (2), insert date of survey.~~

PLAN OF PROPOSED EASEMENT FOR ELECTRICITY PURPOSES WITHIN THE COMMON PROPERTY OF STRATA PLAN 32863.

Mun/Shire

~~City~~ : BAULKHAM HILLS

Locality: BAULKHAM HILLS

Parish: FIELD OF MARS

County: CUMBERLAND

Reduction Ratio 1: 200

Lengths are in metres



Registered:



22.8.1989

C.A.:

Title System: TORRENS

Purpose: EASEMENT

Ref. Map:

Last Plan:

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

This is the Annexure marked "A" referred to in Transfer of Even Date made between The Proprietors - Strata Plan No. 32863 and The Prospect County Council.

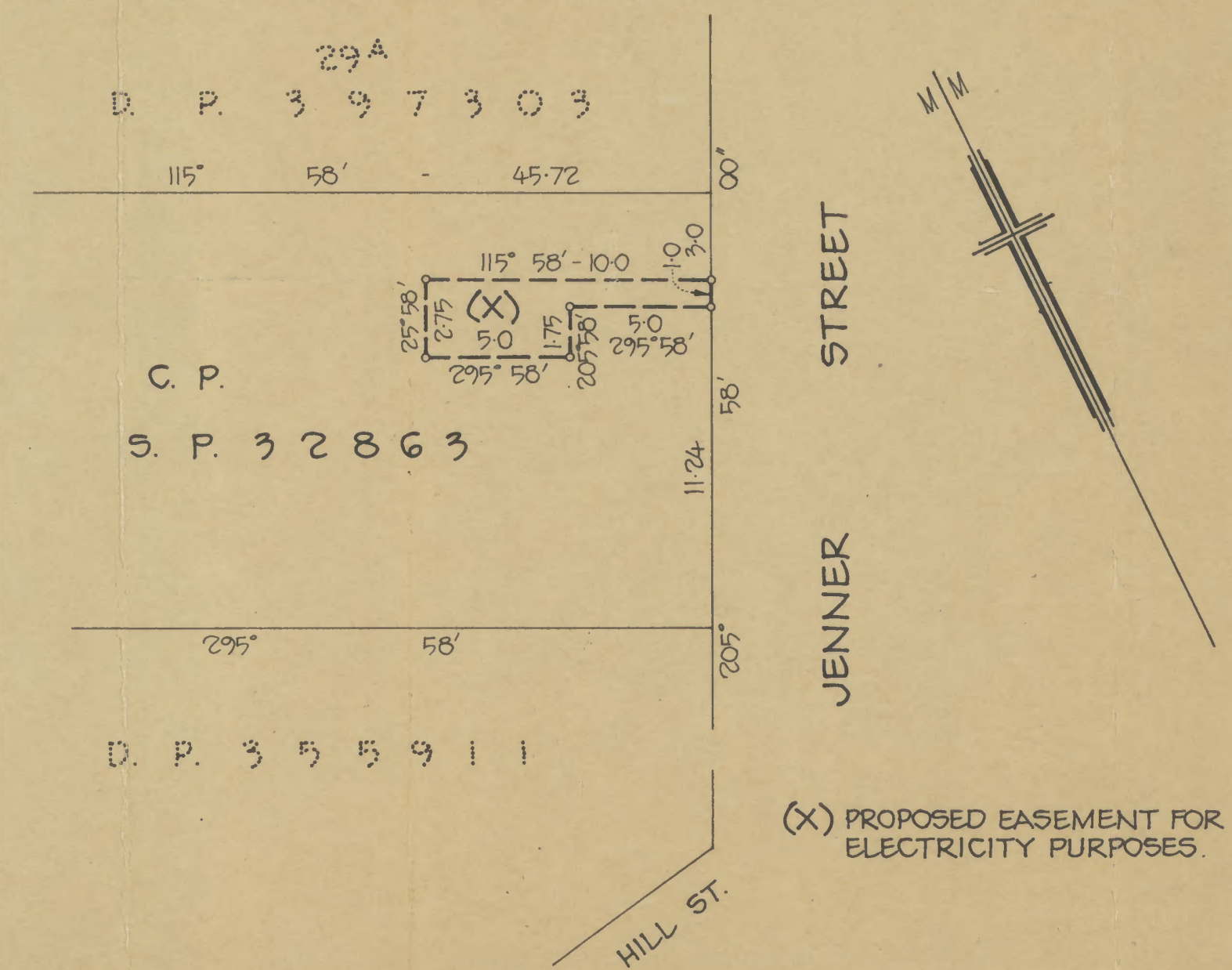
Dated this 6<sup>th</sup> day of July 1987



P. Moore

[Signature]

LODGE WITH DEALING  
18.8.1989



Plan Drawing only to appear in this space



Licence: 026CN/0616/96

# GRANTING EASEME

New South Wales  
Real Property Act 1900

3850997 W



Office of State Revenue use only

00\*01\$

20/059622200 40 4024 420398 4204 04 002239650/02

N.S.W. STAMP DUTY

## (A) LAND

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
CP/SP32863	2/657023

## (B) LODGED BY

LTO Box <i>659m</i>	Name, Address or DX and Telephone <i>ASHWOOD</i>	TG
REFERENCE(max. 15 characters): <i>AAm</i>		

## (C) TRANSFEROR

(Registered Proprietor of servient tenement)

THE OWNERS - STRATA PLAN NO. 32863



(D) acknowledges receipt of the consideration of \$20,000 INCLUDING CP/SP 32863, 3/20290, 2/508161,

(E) and TRANSFERS and GRANTS an easement to drain water as set out in Annexure "A" 1/508161, 1A/392328  
out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

OVER

(F) TRANSFEREE M. O. B. PTY LIMITED ACN 001 964 085  
(Registered Proprietor of dominant tenement)

(G) ENCUMBRANCES (if applicable)

1.

2.

3.

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

DATE .....

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

.....  
Signature of Witness

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

.....  
Address of Witness

See Annexure "B" hereto

Signature of Transferor

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

.....  
Signature of Witness

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

.....  
Address of Witness

See Annexure "B" hereto

Signature of Transferee

over existing line of pipes shown in plan Annexure B

**ANNEXURE "A" TO TRANSFER GRANTING EASEMENT BETWEEN THE OWNERS -  
STRATA PLAN NO 32863 AND M.O.B. PTY LIMITED ACN 001 964 085**

---

Full and free right for ever 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 rights shall be capable of enjoyment and who is bound by his covenant with the registered owner at that time of the servient tenement to perform and to observe the obligations specified in the Schedule hereto, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities through the line of pipes already laid within the servient tenement for the purpose of draining water 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, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter 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 an extent as may be necessary PROVIDED THAT the grantee and the person authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition, and PROVIDED FURTHER THAT in relation to the maintenance, repair or replacement of any such line of pipes:-

- a) The registered owner of the servient tenement may carry out any maintenance, repair or replacement of a line of pipes which it reasonably considers necessary, having given a person then entitled to an estate or interest in possession in the dominant tenement forty-eight hours notice of its intention to do so or without notice to any such person in the case of an emergency;
- b) For this purpose, the registered owner of the servient tenement may interrupt the flow of water through or into the line of pipes for so long as it needs to carry out the maintenance, repair or replacement; and
- c) The reasonable costs of such maintenance, repair or replacement of a line of pipes placed within the servient tenement by the grantee shall be borne by the grantee; the reasonable costs of such maintenance, repair or replacement of a line of pipes already laid within the servient tenement shall be borne in equal shares by the registered owner of the servient tenement of the one part and any person who at that time is entitled to an estate or interest in possession in the dominant tenement or any part thereof of the other part.

**SCHEDULE**

1. Whilst entitled to an estate or interest in the dominant tenement, or any part thereof, the obligation at the request of the registered owner of the servient tenement ("the owner") to undertake without cost to the owner such works as are necessary in the reasonable opinion of the owner to permit the proper, effective and safe performance of maintenance, repair or replacement of any line of pipes laid within the servient tenement or to avoid the possibility of any occurrence of loss or damage to any property of the owner or of injury to any person by reason of the performance of such maintenance, repair or replacement.

2. Except to the extent to which the owner is liable for the costs of maintenance, repair or replacement of any line of pipes according to the terms of the easement, the obligation whilst entitled to an estate or interest in the dominant tenement, or any part thereof, fully to indemnify the owner and to keep it indemnified against any loss, expense or liability incurred by the owner and which has been caused or contributed to by the use by any person entitled to an estate or interest in possession in the dominant tenement of any line of pipes laid within the servient tenement to drain water from the dominant tenement, or by the disrepair of any such line of pipes, or by the maintenance, repair or replacement of any such line of pipes, being loss, expense or liability not incurred as a result of any negligent act or omission on the part of the owner.

**ANNEXURE "B" TO TRANSFER GRANTING EASEMENT BETWEEN THE OWNERS -  
STRATA PLAN NO 32863 AND M.O.B. PTY LIMITED ACN 001 964 085**

---

**THE COMMON SEAL of THE OWNERS**

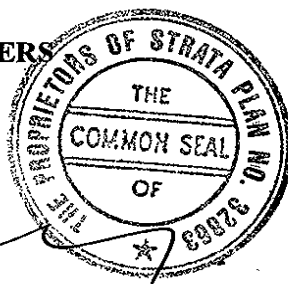
**STRATA PLAN NO 32863** was affixed

on the 2<sup>nd</sup> day of AUGUST 1997

in the presence of

Names: R - L. SAXBY

Signatures: [Signature]



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

**THE COMMON SEAL of M.O.B. PTY LTD**

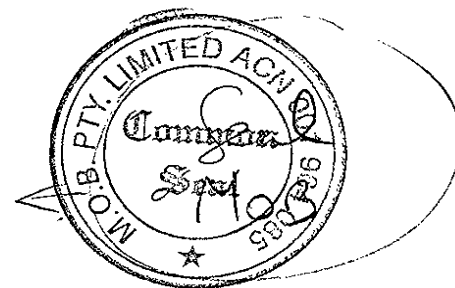
**ACN 001 964 085** was hereunto

affixed on 9<sup>th</sup> MARCH 1997 1998

in accordance with a resolution

of its Board of Directors and in

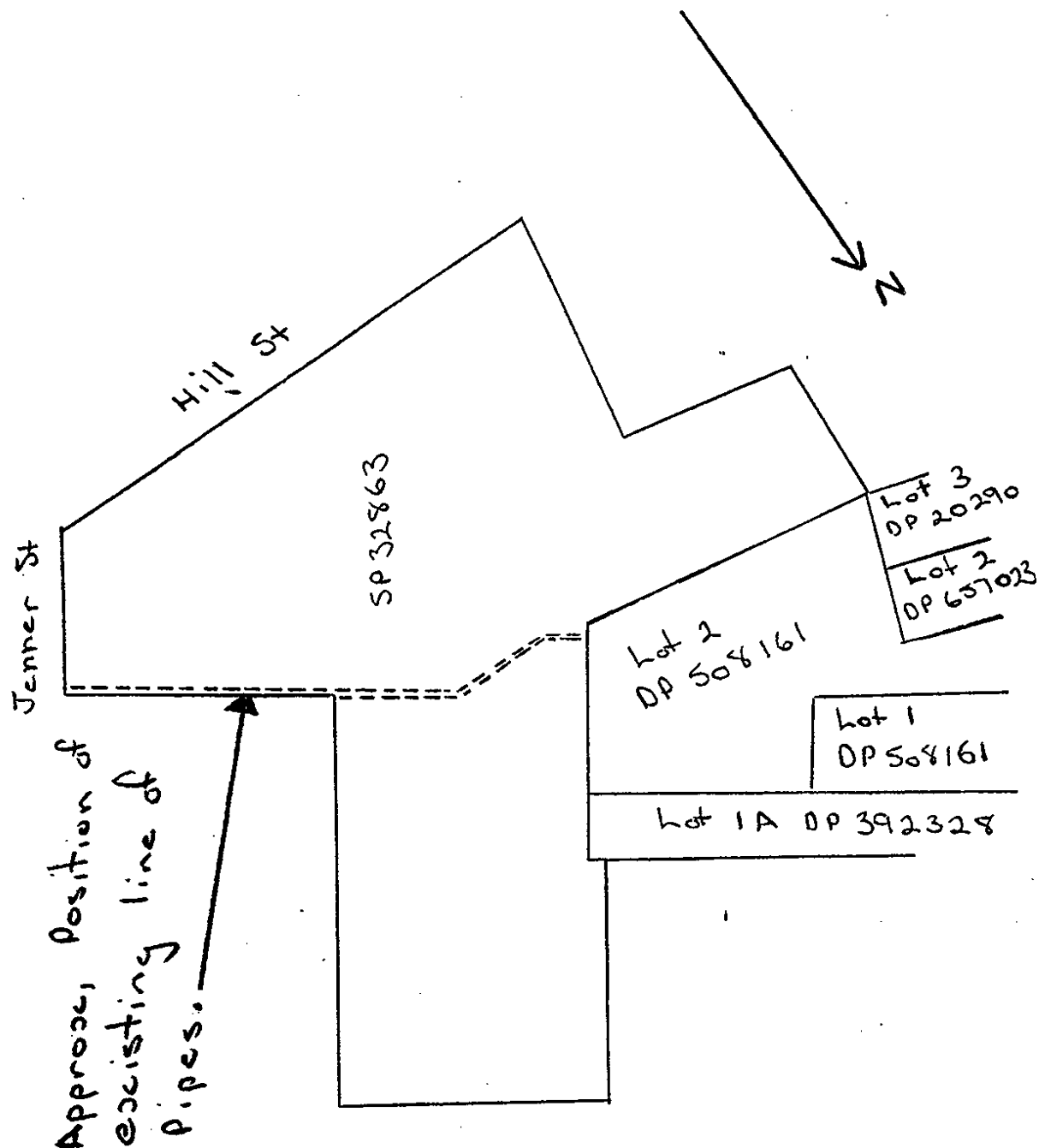
the presence of:




X A B Ouma  
Secretary

X [Signature]  
Director

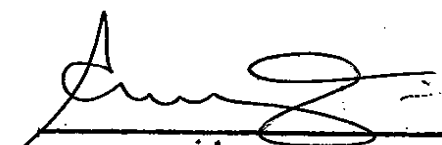




  
Solicitor for  
Transferor  
D. LE PAGE

LODGE WITH DEALING <sup>2</sup>  
13/3/98

Not to Scale

  
Solicitor for  
Transferee  
A.A. MARGIOTTA

Use this side only for **First and Second Schedule** directions

## FIRST SCHEDULE DIRECTIONS

## SECOND SCHEDULE AND OTHER DIRECTIONS

58 of 119

Form: 97-01TG

Licence: 026CN/0616/96

**TRANSFER  
GRANTING EASEMENT**

New South Wales  
Real Property Act 1900

**3850998 U**



Office of State Revenue use only

00'S9Z\$ 10/0596Z200 +0 +02+ 86F021  
120398 4204 04 002239650/01  
N.S.W. STAMP DUTY

(A) LAND

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
CP/SP32863	3/20290, 2/508161, 1/508161, 1A/392328

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone	
659m	AS HUNTER	TG
REFERENCE(max. 15 characters): AAm		

(C) TRANSFEROR

(Registered Proprietor of servient tenement)

THE OWNERS - STRATA PLAN NO. 32863

(D) acknowledges receipt of the consideration of \$20,000 INCLUDING CP/SP32863, 2/657023

(E) and TRANSFEROR and GRANTS an easement to drain water as set out in Annexure "A"

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFeree.

(F) TRANSFeree

(Registered Proprietor of dominant tenement)

SCALA PTY LIMITED ACN 001 306-538

(G) ENCUMBRANCES (if applicable)

1.

2.

3.

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

DATE .....

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

.....  
Signature of Witness

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

.....  
Address of Witness

See Annexure "B" hereto

Signature of Transferor

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

.....  
Signature of Witness

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

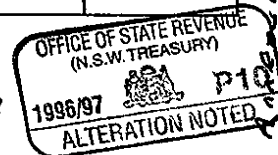
.....  
Address of Witness

See Annexure "B" hereto

Signature of Transferee

CP/SP 32863 } 165P for TG  
Page 1 of 4

CHECKED BY (LTO use) ..... 22/3/98 of 119



OVER

over existing line of pipes shown plan

**ANNEXURE "A" TO TRANSFER GRANTING EASEMENT BETWEEN THE OWNERS -  
STRATA PLAN NO 32863 AND SCALA PTY LIMITED ACN 001 306 538**

---

Full and free right for ever 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 rights shall be capable of enjoyment and who is bound by his covenant with the registered owner at that time of the servient tenement to perform and to observe the obligations specified in the Schedule hereto, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities through the line of pipes already laid within the servient tenement for the purpose of draining water 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, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter 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 an extent as may be necessary PROVIDED THAT the grantee and the person authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition, and PROVIDED FURTHER THAT in relation to the maintenance, repair or replacement of any such line of pipes:-

- a) The registered owner of the servient tenement may carry out any maintenance, repair or replacement of a line of pipes which it reasonably considers necessary, having given a person then entitled to an estate or interest in possession in the dominant tenement forty-eight hours notice of its intention to do so or without notice to any such person in the case of an emergency;
- b) For this purpose, the registered owner of the servient tenement may interrupt the flow of water through or into the line of pipes for so long as it needs to carry out the maintenance, repair or replacement; and
- c) The reasonable costs of such maintenance, repair or replacement of a line of pipes placed within the servient tenement by the grantee shall be borne by the grantee; the reasonable costs of such maintenance, repair or replacement of a line of pipes already laid within the servient tenement shall be borne in equal shares by the registered owner of the servient tenement of the one part and any person who at that time is entitled to an estate or interest in possession in the dominant tenement or any part thereof of the other part.

**SCHEDULE**

1. Whilst entitled to an estate or interest in the dominant tenement, or any part thereof, the obligation at the request of the registered owner of the servient tenement ("the owner") to undertake without cost to the owner such works as are necessary in the reasonable opinion of the owner to permit the proper, effective and safe performance of maintenance, repair or replacement of any line of pipes laid within the servient tenement or to avoid the possibility of any occurrence of loss or damage to any property of the owner or of injury to any person by reason of the performance of such maintenance, repair or replacement.

2. Except to the extent to which the owner is liable for the costs of maintenance, repair or replacement of any line of pipes according to the terms of the easement, the obligation whilst entitled to an estate or interest in the dominant tenement, or any part thereof, fully to indemnify the owner and to keep it indemnified against any loss, expense or liability incurred by the owner and which has been caused or contributed to by the use by any person entitled to an estate or interest in possession in the dominant tenement of any line of pipes laid within the servient tenement to drain water from the dominant tenement, or by the disrepair of any such line of pipes, or by the maintenance, repair or replacement of any such line of pipes, being loss, expense or liability not incurred as a result of any negligent act or omission on the part of the owner.

**ANNEXURE "B" TO TRANSFER GRANTING EASEMENT BETWEEN THE OWNERS -  
STRATA PLAN NO 32863 AND SCALA PTY LIMITED**

---

**THE COMMON SEAL of THE OWNERS**

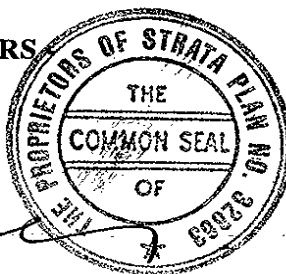
**STRATA PLAN NO 32863** was affixed

on the 21<sup>st</sup> day of AUGUST 1997

in the presence of

Names: R.L. SAYBY

Signatures: [Signature]



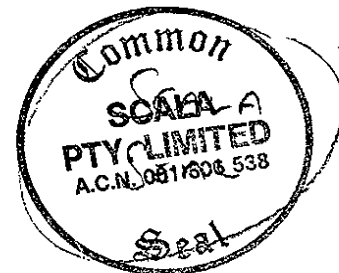
being the persons authorised by  
Section 238 of the Strata Schemes  
Management Act 1996, to attest  
the affixing of the seal.

**THE COMMON SEAL of SCALA PTY LTD**

**ACN 001 306 538** was hereunto

affixed on 9th MARCH 1997 1998

in accordance with a resolution  
of its Board of Directors and in  
the presence of:



X O A B D L L m a  
Secretary

[Signature]  
Director

**Strata Titles (Freehold Development) Act 1973**

**CERTIFICATE OF OWNERS CORPORATION**

**Schemes**

In pursuance of the Strata ~~Titles~~ (Freehold Development) Act 1973, The Owner- Strata Plan No. **32863** hereby certifies that:-

1. ~~the dealing was~~ <sup>dealings were</sup> executed by it pursuant to a unanimous resolution passed in accordance with the requirements of the above Act;
2. the requirements of Section 28(3)(a)(ii) of the above Act have been complied with in respect of the said ~~dealing~~ <sup>dealings</sup>.

**THE COMMON SEAL of THE OWNERS -**

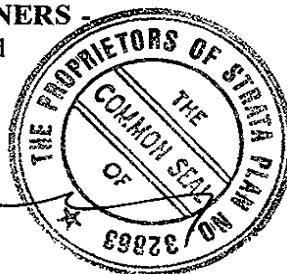
**STRATA PLAN NO 32863** was affixed

on the <sup>21<sup>st</sup></sup> day of ~~August~~ <sup>AUGUST</sup> 1997

in the presence of

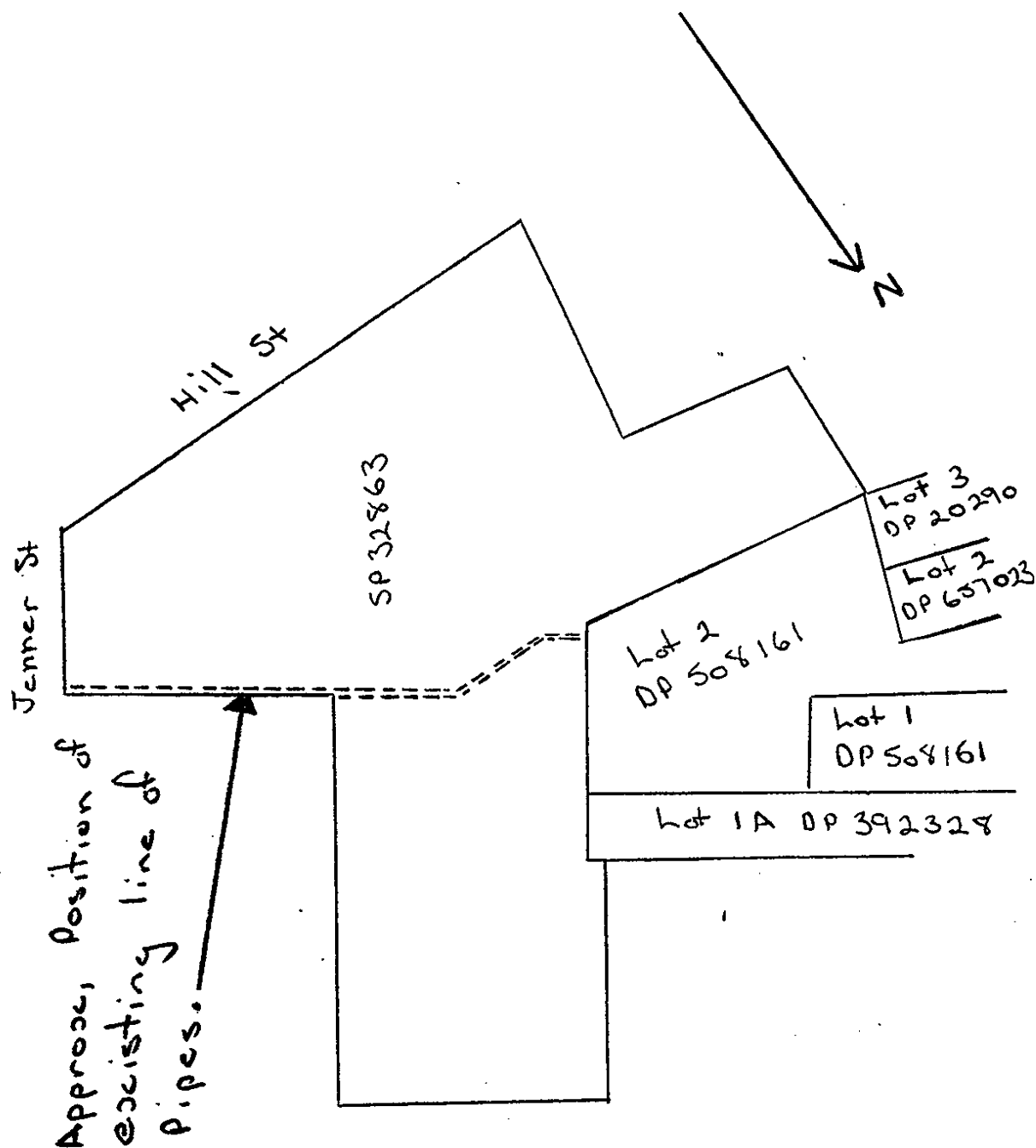
Names: R. L. SAMPY


Signatures: [Signature]



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

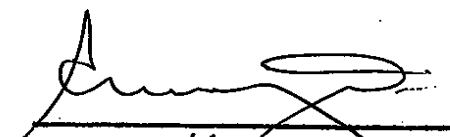
Scala  
AAM 958671



  
Solicitor for  
Transferor  
D. LE PAGE

LODGE WITH DEALING 2  
13/3/98

Not to Scale

  
Solicitor for  
Transferee  
A.A. MARGIOTTA



Use this slide only for **First and Second Schedule** directions

**DO NOT USE BOTH SIDES OF THE FORM**

[illegible]

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
CP/SP 32863		EWP		affecting the part of the land shown so burdened in plan with 3850998
3/20290	}	EWP		appurtenant to the land above described affecting the part shown so burdened in plan with 3850998
2/508161				
1/508161				
1A/392328				
CP/SP 32863	CT	>	165P	
3/20290	}	CT	>	659M.
122/508161				
1A/392328				

6626214M

Form 97-01TG

Licence: 026CN/0616/96

**TRANSFER  
GRANTING EASEMENT**

New South Wales  
Real Property Act 1900



Office of State Revenue use only **PLAN FEE \$57**

**(A) LAND**

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Folio Identifier CP/SP32863	Folio Identifier 10A/418854

**(B) LODGED BY**

LTO Box <b>655V</b>	Name, Address or DX and Telephone O'Hara & Company Solicitors D.X. 23805 STRATHFIELD REFERENCE (max. 15 characters): <b>DFI: GROVES</b>	<b>TG</b> <b>OVER</b>
------------------------	---	--------------------------

**(C) TRANSFEROR**

The Owners - Strata Plan No. 32863

(Registered Proprietor of servient tenement)

**(D) acknowledges receipt of the consideration of \$10,000.00**

over existing line of pipes and an easement to drain water 1 wide

**(E) and TRANSFERS and GRANTS an easement to drain water/referred to in the plans which form Annexure "A", on the terms set out in Annexure "B", hereto**

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFeree.

**(F) TRANSFeree Groves Holdings Pty Limited ACN 063 076 406 and Maureen Therese Vierboom**  
(Registered Proprietor of dominant tenement)

**(G) ENCUMBRANCES (if applicable)**

1.

2.

3.

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

**DATE** ... **16-2-2000** ...

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

.....  
Signature of Witness

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

.....  
Address of Witness

See Annexure "C" hereto  
Signature of Transferor

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

.....  
Signature of Witness

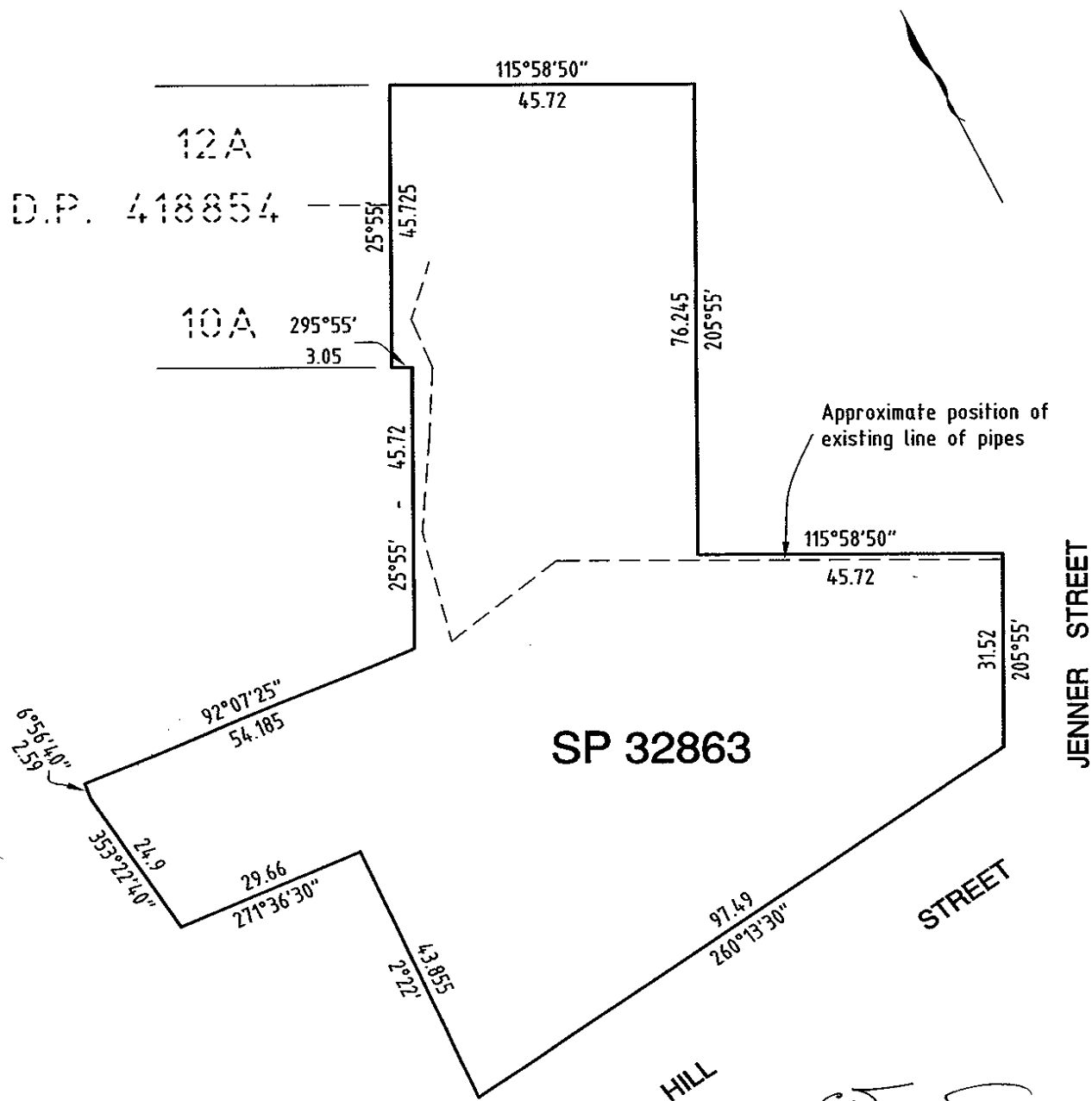
.....  
Name of Witness (BLOCK LETTERS)

.....  
Address of Witness

See Annexure "C" hereto  
Signature of Transferee

A 245871V - \$114

THIS PLAN AND THE FOLLOWING PLAN FORM ANNEXURE "A" TO THE TRANSFER  
GRANTING EASEMENT BETWEEN THE OWNERS - STRATA PLAN NO. 32863 AND  
GROVES HOLDINGS PTY LIMITED ACN 063 076 406 AND MAUREEN THERESE VIERBOOM  
PLAN OF EASEMENT TO DRAIN WATER  
OVER EXISTING LINE OF PIPES AFFECTING  
COMMON PROPERTY IN S.P. 32863



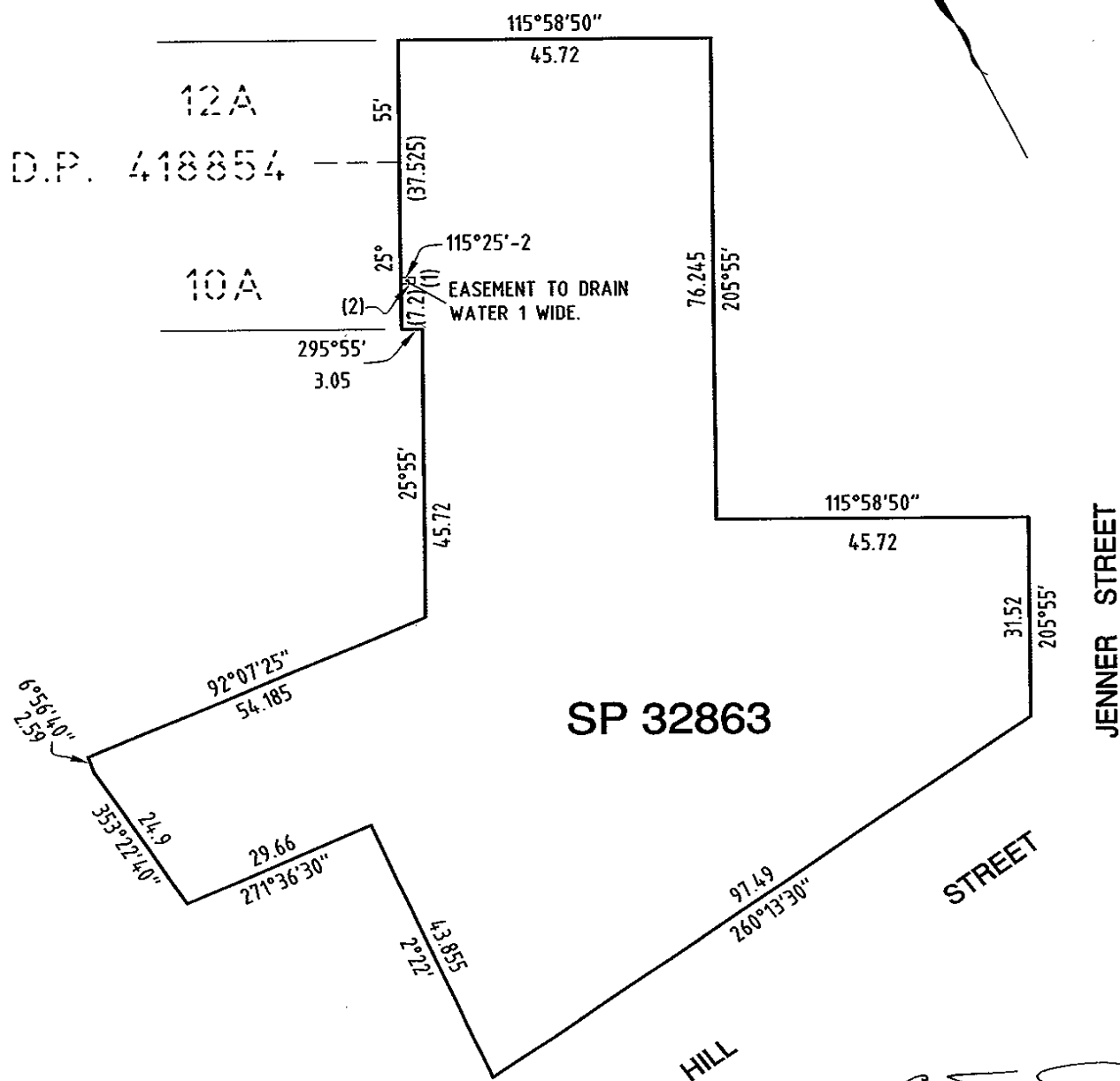
SCALE: 1:1000

DATE: 3-8-99

*G. Edwards*  
GARY EDWARDS  
REGISTERED SURVEYOR

LODGE WITH DEALING  
PLC 8/3/00

PLAN OF EASEMENT TO DRAIN WATER 1 WIDE  
AFFECTING COMMON PROPERTY IN S.P. 32863



SCALE: 1:1000

DATE: 3-8-99

*G Edwards*  
GARY EDWARDS  
REGISTERED SURVEYOR

LODGE WITH DEALING  
PLC 8/3/00

**ANNEXURE "B" TO TRANSFER GRANTING EASEMENT BETWEEN THE OWNERS -  
STRATA PLAN NO. 32863 AND GROVES HOLDINGS LIMITED ACN 063 076 406 &  
MAUREEN THERESE VIERBOOM**

---

Full and free right for every 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 ("the grantee"), and every person authorised by him, from time to time and at all times to drain water from the dominant tenement (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor, and where no such line of pipes exists, to lay and to place (subject to the provision of any requisite approval by the local Council or by any pertinent statutory authority) and thereafter to maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement subject to the supervision and direction of any consultant engaged by the grantor for the purpose (whose reasonable expenses shall be paid by the grantee), and together with the right for the grantee and every person authorised by him, with any tools, implements or machinery, necessary for the purpose, and having given reasonable notice to the grantor to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such line of pipes 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:-**

1. The grantee and all persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition and state of use, cleanliness and order following any work undertaken by or on behalf of the grantee for the purpose of laying, inspecting, cleansing, repairing, maintaining, replacing or renewing such pipeline or any part thereof and/or following any damage caused to the servient tenement as a result of the drainage of water within the servient tenement pursuant to the easement;
2. The grantee will reimburse or pay to the grantor any expenses and costs incurred or to be incurred by the grantor in inspecting, cleansing, repairing, maintaining or renewing such line of pipes or any part thereof or for any related purpose or other purpose reasonably considered necessary by the grantor or by reason of the presence or use by the grantee or any person authorised by him of the line of pipes; and
3. The grantor reserves the right at its own expense to move such pipeline or any part thereof if it considers such necessary or desirable for the development or use of the servient tenement.



**ANNEXURE "C" TO TRANSFER GRANTING EASEMENT BETWEEN THE OWNERS -  
STRATA PLAN NO. 32863 AND GROVES HOLDINGS LIMITED ACN 063 076 406 &  
MAUREEN THERESE VIERBOOM**

THE COMMON SEAL of  
THE OWNERS- STRATA

PLAN NO. 32863 was

hereunto affixed on the

20th day of JANUARY 1999 2000

in the presence of

RICHARD JAMES TOOKER

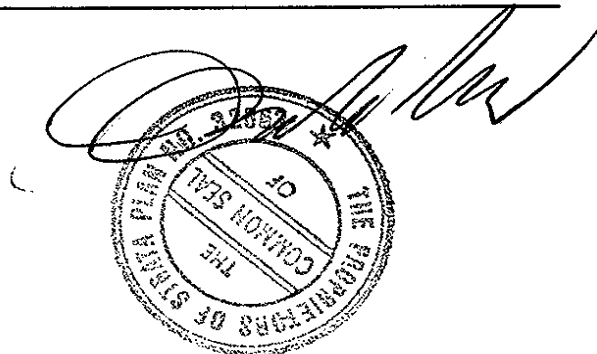
being the person(s)

authorised by Section

238 of the Strata Schemes

Management Act 1996 to attest the

affixing of the seal



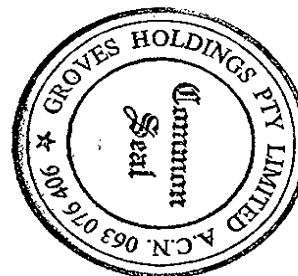
THE COMMON SEAL of GROVES

HOLDINGS PTY LIMITED

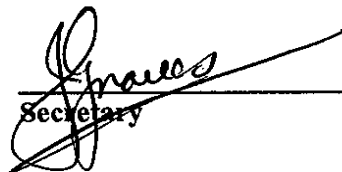
ACN 063 076 406 was hereunto

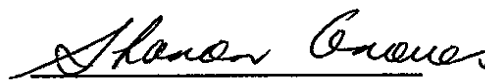
affixed on the 19 day of November.

1999 in the presence of



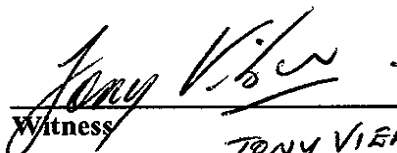
being the person(s) authorised under  
Corporations Law

  
Secretary

  
Director

SIGNED by the said MAUREEN THERESE )  
VIERBOOM in the presence of: )



  
Witness  
TONY VIERBOOM.

~~662821-4~~

DO NOT USE BOTH SIDES OF THIS FORM

### FIRST SCHEDULE DIRECTIONS

[illegible]

## SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
CP/SP32863	ON	EWP		EASEMENT TO DRAIN WATER OVER
				EXISTING LINE OF PIPES AFFECTING
				THE PART SHOWN SO BURDENED IN
				PLAN WITH 6626214
	ON	ETW		EASEMENT TO DRAIN WATER 1 WIDE
				AFFECTING THE PART SHOWN SO
				BURDENED IN PLAN WITH 6626214
10A/418854	ON	EWP		EASEMENT TO DRAIN WATER OVER
				EXISTING LINE OF PIPES
				APPURTENANT TO THE LAND ABOVE
				DESCRIBED AFFECTING THE PART
				SHOWN IN PLAN WITH 6626214
	ON	ETW		EASEMENT TO DRAIN WATER 1 WIDE
				APPURTENANT TO THE LAND ABOVE
				DESCRIBED AFFECTING THE PART
				SHOWN IN PLAN WITH 6626214

Form: 15CH  
Release: 2-1

**CONSOLIDATION  
CHANGE OF BY-LA'**  
New South Wales  
Strata Schemes Management /  
Real Property Act 1900



**AN735474A**

**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 CP/SP32863 /		
(B) <b>LODGED BY</b>	Document Collection Box  1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E)  Reference: BLA/1639	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 32863 / certify that a special resolution was passed on 28/6/2018 /
- (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. 16  
Added by-law No. Special By-law No.5, 6 & 7  
Amended by-law No.5 & Special By-law No.4 /  
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 32863 which includes new Amended By-law No.5 & Special By-law No.4 & Added new Special By-law No.5, 6 & 7 starting from Page 3 of 20 respectively.

- (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 1
- (G) The seal of The Owners-Strata Plan No. 32863 was affixed on 17/9/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

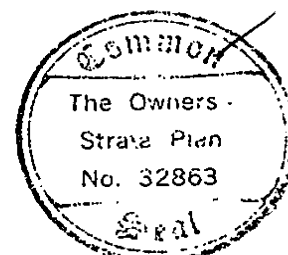
Name: DONG LI

Authority: STRATA MANAGER

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705




# ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

## STRATA SCHEME 32863

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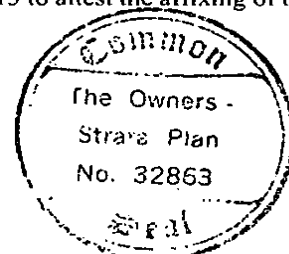
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The seal of The Owners-Strata Plan No 32863 was affixed on 17/9/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):  .....

Name(s) [use block letters]: DONG LI .....

Authority: STRATA MANAGER .....



ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
 1705

1. **Noise**

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

2. **Vehicles**

---

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

3. **Obstruction of common property**

---

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

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

---

An owner or occupier of a lot must not:

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

5. **Damage to common property**

---

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

**Note:** This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

**Window Safety Devices**

- (6) Notwithstanding clause (3) (c) of this by-law, the owners corporation shall install, at its cost, Window Safety Devices to prescribed windows within the strata scheme.
- (7) Subject to reasonable notice, the owner of a lot, must provide access to the owners corporation's servants, agents and contractors allow for the installation of the Window Safety Devices within a lot.
- (8) Where the occupier of the lot is not the owner, the owner who does not occupy the lot, must arrange access to the lot to be provide to the owners corporation's servants, agents and contractors.

- (9) An owner or occupier must not obstruct or hinder the owners corporation in the exercise of its functions under this by-law.
- (10) An owner or occupier must not remove, interfere with or damage a Window Safety Device.
- (11) An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot are engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remain in the lock position while any child is within the lot.
- (12) An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (13) If a Window Safety Device is damaged or removed by an owner or occupier or their visitors or invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the Window Safety Device.
- (14) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- (15) In this by-law:

"Window Safety Device(s)" means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Act and the Regulation.

**6. Behaviour of owners and occupiers**

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

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

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

**8. Behaviour of invitees**

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

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

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

**10. Drying of laundry items**

---

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

**11. Cleaning windows and doors**

---

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

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

---

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

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

---

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

**14. Floor coverings**

---

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

**15. Garbage disposal**

---

An owner or occupier of a lot:

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

**16. Keeping of animals - Repealed**

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*Refer to Special By-law 4 – Keeping of Animals*

**17. Appearance of lot**

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

**18. Notice board**

---

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

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

---

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

**Special By-law.No.1 - Playground**

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The Body Corporate shall have the following powers and duty in addition to the powers and duties conferred and imposed upon it by the Strata Titles Act, 1973, or the By-Laws: -

- The power to fill in and level the spa pool and lay or install a floor surface.
- The power to acquire exercise and/or play equipment and to install the same in the area presently occupied by the spa pool.
- The power to dispose of such equipment if the Body Corporate determines that such equipment ought not to be retained, and the duty to maintain such equipment until disposed of.
- The power to engage contractors to carry out the work permitted by this By-Law.
- The power to disburse funds to pay for such work or equipment.

**Special By-law No.2 – Occupation by over 55s**

---

An owner or occupier or mortgagee in possession of a lot must not do any act or allow any act to be done that contravenes the following condition of Baulkham Hills Council's consent to development of the parcel: that no part of any lot in the strata scheme shall be used or occupied otherwise than as a residence by any person:-

- i. Who has attained the age of 55 years, or who, as a result of having a mental, physical or sensory impairment, either permanently or for an extended period, has substantially limited opportunities to enjoy a full and active life (hereinafter referred to as "the occupant"); or
- ii. Who is the occupant's spouse, if and so long as the occupant lawfully occupies the lot, or was the occupant's spouse before the death of the occupant; or
- iii. Who is the invitee of the occupant or of such spouse, if and so long as the occupant or such spouse lawfully occupies the lot,

PROVIDED this condition shall not be breached if both the occupant and such spouse (if any) cease temporarily to occupy the lot, on account of travel or hospitalisation (but not otherwise).

This register is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

1914 JAN 17 1914

### **Special By-law No.3 – Use of Garage or Carspace**

An owner of a lot must not allow the use of a garage or carspace which forms part of that lot (whether by lease, sub-lease or license) except by:-

- The owner.
- Member of the owners family.
- Invitees of the owner or of the occupier of the lot.
- An occupier of another lot in the scheme.

### **Special By-law No.4 – Keeping of Animals**

Subject to Section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not keep any animal on the lot or the common property, unless it is either:

- (i) a budgerigar, canary or other small bird, kept in a cage; or
- (ii) fish in an indoor aquarium.

### **Special By-law No.5 - Service of documents**

- (1) Each owner or occupier of a lot not in occupation of his lot shall notify in writing to the secretary of the owners corporation an address for service, failing which the posting of all notices to his lot or the leaving of the same in the letter box for his lot shall, for all purposes, constitute effective service on him.
- (2) A document or notice may be served by the owners corporation, its secretary or any member of the strata committee on the owner or occupier of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.
- (3) A notice or document served on an owner or occupier by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.
- (4) An owner or occupier is responsible for keeping the strata managing agent informed of their current email address.
- (5) An owner or occupier who provides an email address will no longer receive mailed copies of a document or notice, unless required pursuant to the *Strata Schemes Management Act 2015*.
- (6) The owners corporation is empowered to send notices and correspondence in accordance with the voting procedure adopted by the owners corporation at general meeting pursuant to the *Strata Schemes Management Act 2015*.

### **Special By-law No.6 - Minor Renovations**

#### **Purpose of By-law**

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.

#### **Request made to carry out Minor Renovations constitutes consent to conditions of by-law**

- (2) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

### **Retrospective application for unauthorised Minor Renovations**

- (3) Where any Minor Renovations covered under **clause (28)** of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

### **Minor Renovations authorised under this by-law do not confer special privileges or rights to common property**

- (4) The Minor Renovations covered under **clause (28)** of this by-law require the written consent of the Owners Corporation as specified under this by-law, and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- (5) The Owners Corporation may at any time request the removal of the items covered in **clause (28)** (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the items specified in **clause (28)** of this by-law.

### **Minor Renovations that require any local or statutory authority consent shall require a common property rights by-law**

- (6) Where any Minor Renovations covered under **clause (4)** of this by-law require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee for approval with the application.

### **Cosmetic Works do not require consent**

- (7) The Owner may undertake Cosmetic Works without notification and approval of the Owners Corporation.

## **CONDITIONS**

### **Before undertaking Minor Renovations**

#### **Approval of the Owners Corporation**

- (8) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee pursuant to section 110 (6) (b) of the *Strata Schemes Management Act 2015*.
- (9) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee of the Owners Corporation pursuant to this by-law.

#### **Application to undertake Minor Renovations to be submitted**

- (10) An Application must be submitted by the Owner in accordance with "**Annexure A**" to this by-law, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:
- (a) further specifications of the Minor Renovations;
  - (b) plans and drawings (if relevant);
  - (c) details of the contractor performing the Minor Renovations;
  - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and



- (e) Copy of Home Owners Warranty Insurance for the works (if applicable)
  - (f) any other documents reasonably required by the Owners Corporation.
- (11) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in **clause (10)** above, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.
- (12) Where the Owners Corporation rejects the Application, it must provide reasons to the Owner in writing.

#### **Carrying out the Minor Renovations**

##### **Hours of Works**

- (13) The Owner must perform the Minor Renovations as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

##### **Compliance with Codes**

- (14) The Owner performing the Minor Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (15) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

##### **General Conditions**

- (16) When performing the Minor Renovations, the Owner must:
- (a) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant).
  - (b) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
  - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
  - (d) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
  - (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Minor Renovations.
  - (f) must only perform the Minor Renovations when the door between the Lot and the common property is completely closed.
  - (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Minor Renovations.
  - (h) ensure that any carpeted area is protected by the use of floor protection and kept clean during any Minor Renovations.
  - (i) repair promptly any damage caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

### **After Completion of the Minor Renovations**

- (17) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- (18) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- (19) The strata committee may inspect the property at any stage during, and upon completion of the Works.

### **Owner's Enduring Obligations**

#### **Maintenance and Repair**

- (20) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Minor Renovations.
- (21) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

#### **Liability and Indemnity**

- (22) The Owner indemnifies the Owners Corporation against –
  - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
  - (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Minor Renovations.
- (23) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

#### **Repair of Damage**

- (24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.
- (25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

#### **Breach of By-law**

- (26) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, to the satisfaction of the Owners Corporation.

## Defined Terms and Interpretation

(27) “**Cosmetic Works**” means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.

(28) “**Minor Renovations**” means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and as specified below, performed by the Owner, at the Owner’s expense and to remain the Owner’s fixture:

(i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls (excluding structural or load bearing walls),

(ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:

- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (b) installing a rainwater tank,
- (c) installing a clothesline,
- (d) installing a reverse cycle split system air conditioner,
- (e) installing double or triple glazed windows,
- (f) installing a heat pump,
- (g) installing ceiling insulation

(iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act 2015*:

- (a) Installing any other type of air-conditioner/system
- (b) Installing false ceilings
- (c) Installing security systems / alarms
- (d) Installing fixtures to internal surfaces of common property walls
- (e) Installing Foxtel or PayTV connection
- (f) Installing new plumbing, gas and electrical equipment and services

(29) “**Owner**” means any owner or owners of a lot from time to time on the strata scheme.

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

- (a) headings do not affect the interpretation of this by-law;

- (b) words importing the singular include the plural and visa versa;
  - (c) words importing a gender include any gender;
  - (d) words defined in the Act have the meaning given to them in the Act; and
  - (e) references to legislation includes references to amending and replacing legislation.
- (31) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

**"ANNEXURE A"**

**APPLICATION FOR OWNER'S MINOR RENOVATIONS**

**To the Secretary & Strata Managing Agent**

I/We \_\_\_\_\_ the Owner(s) of Lot \_\_\_\_\_ hereby give  
notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake  
Owners Minor Renovations on my/our lot.

1. Detail of Minor Renovations to be undertaken, including type of work, materials to be used, method  
of installation, and proposed location:  
.....  
.....  
.....
2. Name of Contractor Installing: .....
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance (Please include copies) .....
5. Is Council approval required: Yes/No
6. If Yes, has application been made for Development Approval.....
7. Date installation intends to start.....
8. Duration of installation.....
9. **I have read Special By-Law 'Minor Renovations' and acknowledge that no work may  
commence unless approved in writing by the Owners Corporation.**
11. **I acknowledge that any Minor Renovations undertaken may be subject to special conditions  
as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

### **Special By-law No.7 - Common Property Memorandum**

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- (1) This by-law adopts the Common Property Memorandum prescribed under **Regulation 27** of the *Strata Schemes Management Regulations 2016*, published in the Gazette and on the website of the Department of Finance, Services and Innovation on 30 November 2016 and attached to this By-law.
- (2) The intent of the by-law is to specify whether an owner of a lot or the owners corporation is responsible for the maintenance, repair or replacement of any part of the common property.
- (3) The owner of the lot must ensure that any item identified in the Common Property Memorandum as "Lot owner responsibilities for maintenance, repair or replacement", is kept in a state of good and serviceable repair and must renew or replace any fixtures or fittings comprised in that item identified.
- (4) The owner of the lot indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to any fixtures or fittings identified in the Common Property Memorandum as "Lot owner responsibilities for maintenance, repair or replacement".
- (5) Any item specified in the by-law that is afforded cover for damage due to an insurable event by the owners corporation's insurance policy shall still be protected by that insurance.
- (6) At all times the owners corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building, including waterproofing, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- (7) This by-law does not confer any rights upon a lot owner to install any items listed in the Common Property Memorandum as fixtures or fitting of a lot.
- (8) The provisions of a common property rights by-law or a by-law made under **section 141** of the *Strata Schemes Management Act 2015* for a strata scheme prevail, to the extent of any inconsistency, over the provisions of the Common Property Memorandum adopted pursuant to this by-law.

## Common property memorandum

### Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i> ) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	(a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan

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 1705

	(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
<b>6. General</b>	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
<b>7. Parking / Garage</b>	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
<b>8. Plumbing</b>	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
<b>9. Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation



**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
<b>7. Parking / Garage</b>	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary

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	(c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
<b>8. Plumbing</b>	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
<b>9. Windows</b>	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys



The seal of The Owners-Strata Plan No 32863 was affixed on 17/9/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): [Signature]

Name(s) [use block letters]: DONG LI

Authority: STRATA MANAGER

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 1705

## 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 seal of The Owners - Strata Plan No 32863 was affixed on ^ 17/9/18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: DONG LI Authority: STRATA MANAGER

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.



## STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

### SCHEDULE 2 – By-laws for pre-1996 strata schemes

(Clause 35)

#### 1 Noise

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

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

#### 2 Vehicles

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

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

#### 3 Obstruction of common property

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

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

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

An owner or occupier of a lot must not--

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

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

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

**Note :** This by-law is subject to [sections 109 and 110](#) of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing--

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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

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

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

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

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

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

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

## **8 Behaviour of invitees**

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

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

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

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

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

## **10 Drying of laundry items**

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

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

## **11 Cleaning windows and doors**

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

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

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

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

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

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

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

## **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

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

## **15 Garbage disposal**

An owner or occupier of a lot--

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

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

## 16 Keeping of animals

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

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

## 17 Appearance of lot

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

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

## 18 Notice board

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

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

## 19 Change in use of lot to be notified

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

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## **PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **105364**  
Reference: ROBERTSON:162201  
Issue Date: 24 March 2020  
Receipt No:  
Fee Paid: \$ 53.00

ADDRESS: 36/1-5 Hill Street, BAULKHAM HILLS NSW 2153  
DESCRIPTION: Lot 36 SP 32863

The land is zoned:  
**Zone R3 Medium Density Residential**

The following prescribed matters apply to the land to which this certificate relates:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

**PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.**

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THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 10.7 (2) OF THE ABOVE ACT.

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**1. Names of relevant planning instruments and DCPs**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2019, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

**State Environmental Planning Policies**

SEPP No.19 - Bushland In Urban Areas  
 SEPP No.21 - Caravan Parks  
 SEPP No.33 - Hazardous And Offensive Development  
 SEPP No.50 - Canal Estate Development  
 SEPP No.55 - Remediation Of Land  
 SEPP No.64 - Advertising And Signage  
 SEPP No.65 - Design Quality Of Residential Apartment Development  
 SEPP No.70 - Affordable Housing (Revised Schemes)  
 SEPP (Building Sustainability Index: Basix) 2004  
 SEPP (State Significant Precincts) 2005  
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007  
 SEPP (Miscellaneous Consent Provisions) 2007  
 SEPP (Infrastructure) 2007  
 SEPP (Exempt and Complying Development Codes) 2008  
 SEPP (Affordable Rental Housing) 2009  
 SEPP (State and Regional Development) 2011

SEPP (Vegetation in Non-Rural Areas) 2017  
 SEPP (Educational Establishments and Child Care Facilities) 2017  
 SEPP (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan No. 9 Extractive Industry (No.2 - 1995)

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

The following SEPP's may apply to the land. Please refer to '**Land to which Policy applies**' for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004

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

(A) **Proposed Local Environmental Plans**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

**Refer Attachment 1(2)(A)**

(B) **Proposed State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)  
Draft Remediation of Land State Environmental Planning Policy  
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019  
Draft Activation Precincts State Environmental Policy

- (3) The name of each development control plan that applies to the carrying out of development on the land.

**The Hills Development Control Plan 2012**

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

**2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (A) The Hills Local Environmental Plan 2019 applies to the land unless otherwise stated in this certificate and identifies the land to be:

**Zone R3 Medium Density Residential**

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

**Refer Attachment 2(B)**

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

**The Hills Local Environmental Plan 2019?**

**YES**

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

**Any other Planning Proposal?**

**NO**

- (F) Whether the land includes or comprises critical habitat?

**The Hills Local Environmental Plan 2019?**

**NO**

**Any other Planning Proposal?**

**NO**

- (G) Whether the land is in a conservation area (however described)?

**The Hills Local Environmental Plan 2019?**

**NO**

**Any Other Planning Proposal?**

**NO**

- (H) Whether an item of environmental heritage (however described) is situated on the land?

**The Hills Local Environmental Plan 2019?**

**NO**

**Any other Planning Proposal?**

**NO**

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
  - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
  - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply.**

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.**

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Exempt Development.

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

**Refer Attachment 2(B)**

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**Any amendments to Proposed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

**Any amendments to Proposed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (F) Whether the land includes or comprises critical habitat?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (G) Whether the land is in a conservation area (however described)?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (H) Whether an item of environmental heritage (however described) is situated on the land?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

### **3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Housing Code, Rural Housing Code and Greenfield Housing Code**  
Complying Development under the Housing Code, Rural Housing Code and Greenfield Housing Code **may be** carried out on the land.

**Housing Alterations Code and General Development Code**

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

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

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code **may be** carried out on the land.

**Commercial and Industrial Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes**

Complying Development under the Commercial and Industrial Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)



State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) – <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

**4, 4A (Repealed)**

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

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

**NO**

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

**5. Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Coal Mine Subsidence Compensation Act 2017?

**NO**

**6. Road widening and road realignment**

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

- (A) Division 2 of Part 3 of the Roads Act 1993; or

**NO**

- (B) any environmental planning instrument; or

**NO**

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

**NO**

- b) Any other resolution of council?

**NO**

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

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Council's policies on hazard risk restrictions are as follows:

**(i) Landslip**

- a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

- b) By The Hills Local Environmental Plan 2019 local provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

- c) By The Hills Development Control Plan 2012 provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

**(ii) Bushfire**

**YES**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.**

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2018'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

The Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

**(iii) Tidal inundation**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by tidal inundation.**

**(iv) Subsidence**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by subsidence.**

**(v) Acid sulphate soils**

**NO**

**(vi) Land contamination**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.**

**(vii) Any other risk**

**NO**

**7A. Flood related development controls information**

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

**NO**

**Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.**

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

**NO**

**Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.**

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

**8. Land reserved for acquisition**

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

**The Hills Local Environmental Plan 2019?**

**NO**

**Any other Planning Proposal?**

**NO**

**State Environmental Planning Policy?**

**NO**

**Proposed State Environmental Planning Policy?**

**NO**

**9. Contributions plans**

The name of each contributions plan applying to the land:

**THE HILLS SECTION 7.12**

**9A. Biodiversity certified land**

Whether the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

**NO**

**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.

**10. Biodiversity stewardship sites**

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act

2016 (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

**NO**

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

**10A. Native vegetation clearing set asides**

Whether the land contains a set aside area under section 60ZC of the Local Land Services Act 2013 (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

**NO**

**11. Bush fire prone land**

Has the land been identified as bush fire prone land?

**NO**

**12. Property vegetation plans**

Has the council been notified that a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies to this land?

**NO**

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

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

**NO**

**14. Directions under Part 3A**

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

**NO**

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

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

**NO**

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

**NO**

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

Whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

**NO**

**17. Site compatibility certificates and conditions for affordable rental housing**

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

**NO**

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

**NO**

**18. Paper subdivision information**

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

**NO DEVELOPMENT PLAN APPLIES**

(2) The date of any subdivision order that applies to the land.

**NO SUBDIVISION ORDER APPLIES**

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

**19. Site verification certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

**NO**

**Note.** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land

or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**20. Loose-fill asbestos insulation**

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the Loose-Fill Asbestos Insulation Register that is required to be maintained under that Division?

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) to confirm that the land is not listed on this register.

**Note:** There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

**21. Affected building notices and building product rectification orders**

(1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land?

**NO**

(2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

**NO**

(b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

**NO**

(3) In this clause:

**affected building notice** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*.

**Note.** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

**NO**

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

**NO**

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**NO**



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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**  
**GENERAL MANAGER**

Per: 

**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

**ATTACHMENT 1(2)(A)****PLANNING PROPOSALS TO INTRODUCE EXEMPT DEVELOPMENT CRITERIA FOR ADVERTISING ON COUNCIL OWNED INFRASTRUCTURE (1/2020/PLP & 2/2020/PLP)**

On 13 August 2019, Council resolved to initiate two planning proposals to amend The Hills Local Environmental Plan 2019 (1/2020/PLP) and State Environmental Planning Policy (Sydney Region Growth Centres) 2006 as it relates to the North Kellyville and Box Hill Release Areas (2/2020/PLP) to include exempt development criteria for advertising undertaken by or on behalf of Council on bus shelters, seats, street signs and bridges.

The proposed amendments seek to establish a clear administrative pathway for the provision of advertising on 'road related infrastructure' by Council and clarify the permissibility and approval pathway for this form of advertising through Council's LEP and the Growth Centres SEPP.

The proposed exempt development criteria would control the location, scale and design of small scale advertising on structures such as bus shelters, seats and street signs to ensure they are of minimal environmental impact. It would also require signage on bridges to comply with the provisions of the State Government's Transport Corridor Outdoor Advertising Signage Guidelines.

Gateway Determinations have been issued by the Department of Planning, Industry and Environment for both planning proposals. Delegation for making of the amendments has been issued to Council under the Gateway Determinations.

For further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) under the 'Building' menu bar, then 'Application Tracking'.

**ATTACHMENT 1(2)(A)****Planning proposal to introduce a 900m<sup>2</sup> minimum lot size for Manor Houses in the R3 Medium Density Residential Zone (4/2019/PLP)**

The Low Rise Medium Density Housing Code (the Code) will come into effect in the Hills Shire on 1 July 2020. The Code provides complying development standards for Manor Houses.

In instances where consent under the Code cannot be achieved, development consent must be sought by way of a development application. Manor Houses are a new dwelling type in The Hills and as such there is no minimum lot size for this type of development within The Hills Local Environmental Plan 2019.

As a type of Residential Flat Building, Manor Houses will be subject to the same minimum lot sizes as Residential Flat Buildings in zones where Residential Flat Buildings are permitted. As Residential Flat Buildings are not permitted in the R3 Medium Density Residential Zone (where as Manor Houses will be) it is necessary to specify a minimum lot size for Manor Houses to ensure orderly development. The planning proposal seeks to

introduce a minimum lot size of 900m<sup>2</sup> for Manor Houses in the R3 Medium Density Residential Zone.

On 11 January 2019, Council received Gateway Determination from the Department of Planning and Environment, requiring Council to publicly exhibit the planning proposal for 28 days. Delegation for making of the amendment has not been issued to Council under the Gateway Determination.

Further details on the proposed amendments can be found in the exhibition material available on Council's website or for further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) under the 'Building & Planning' tab, then 'Application Tracking'.

### **ATTACHMENT 1(2)(A)**

#### **Planning Proposal - Draft Amendments to Small Lot Housing Provisions (Clause 4.1B of The Hills Local Environmental Plan 2019) applying to the R3 Medium Density Residential Zone and R4 High Density Residential Zone (13/2018/PLP)**

Council has received a Gateway Determination to proceed with a planning proposal affecting all R3 Medium Density Residential and R4 High Density Residential land within the Hills Shire (excluding North Kellyville and Box Hill Growth Centre Precincts). The planning proposal seeks to amend Clause 4.1B 'Exceptions to minimum lot sizes for certain residential development' of The Hills Local Environmental Plan 2019 as follows:

- Introduce a minimum parent lot size of 1,800 square metres for development under Clause 4.1B (this is the minimum site area that would be required to undertake a small lot housing or terrace development under Clause 4.1B);
- Introduce a new subclause allowing flexibility in certain instances where lots are not able to meet the parent lot size; and
- Introduce a new minimum lot size of 180 square metres for lots resulting from subdivision for terraces, where rear lane access is provided.

The amendments seek to ensure that 'small lot housing' development sites are of a sufficient size to enable high quality urban design outcomes and incentivise the implementation of rear lane access to improve streetscape and public domain outcomes.

Currently, there is no Development Control Plan which guides development outcomes for small lot housing under Clause 4.1B, except where controls are included within individual site-specific Development Control Plans. In association with the planning proposal, the following draft Development Control Plans have been prepared to guide future small lot housing and terrace-style developments:

- Part F Small Lot Housing (Integrated Housing); and
- Part G Medium Density Residential (Terraces).

While the planning proposal and draft Development Control Plans relate to a form of 'medium density housing', it is noted that this proposal is unrelated to the NSW Government's Low Rise Medium Density Housing Code.

Delegation for making of the amendment has not been issued to Council under the Gateway Determination.

Further details on the proposed amendments can be found in the exhibition material available on Council's website or for further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) under the 'Building & Planning' tab, then 'Application Tracking'.

## **ATTACHMENT 2(B)**

### **Zone R3 Medium Density Residential**

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

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage medium density residential development in locations that are close to population centres and public transport routes.

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

Home businesses; Home occupations

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

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

#### **4 Prohibited**

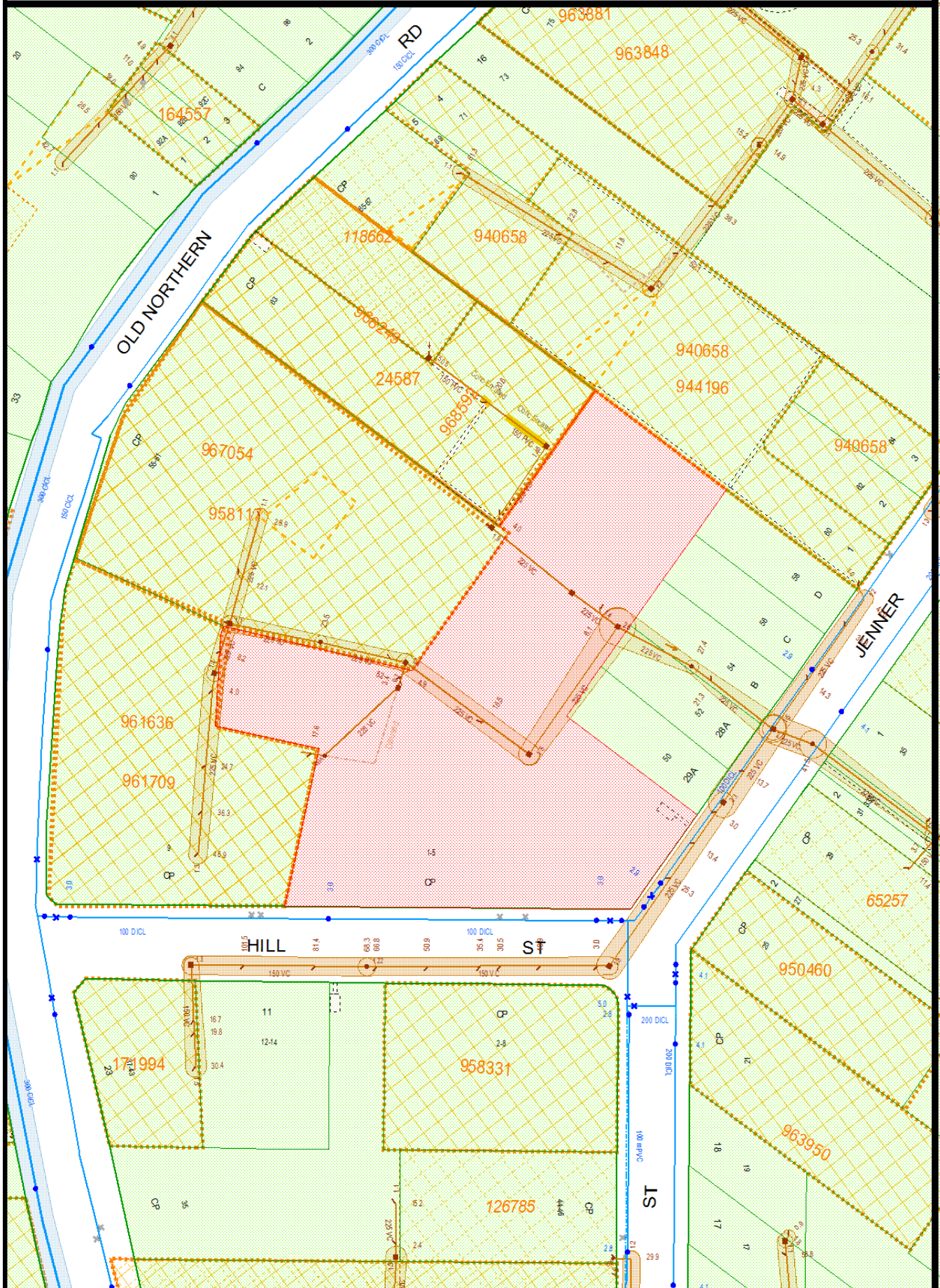
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops;

Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.





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







**Municipality of BAULKHAM HILLS**  
GOVERNANCE  
 CARRIAGE DISTRICTS  
**SYMBOLS AND ABBREVIATIONS**

**No. 207396**

**SEWERAGE SERVICE DIAGRAM**

**Municipality of BAULKHAM MILLS (BAULKHAM MILLS),  
SYMBOLS AND ABBREVIATIONS**

## SYMBOLS AND ABBREVIATIONS

	Boundary Trap
	Inspection Shaft
	Pit
	Grease Interceptor
	Guilty
	P Trap

RV	Relux Valve	IP	Induct Pipe
OVER T	Cleaning Eye	MF	Mica Flap
O VP	Vertical Pipe	T	Tubs
O V/P	Vent Pipe	KS	Kitchen Sink
O V/P	Soil Vent Pipe	WC	Water Closet
DCC	Down Cast Cowl	BW	Bath Waste

**SEWER AVAILABLE**

BSN	Basin
SHR	Shower
WIP	Wrought Iron Pipe
CIP	Cast Iron Pipe
FW	Floor Waste
WM	Washing Machine

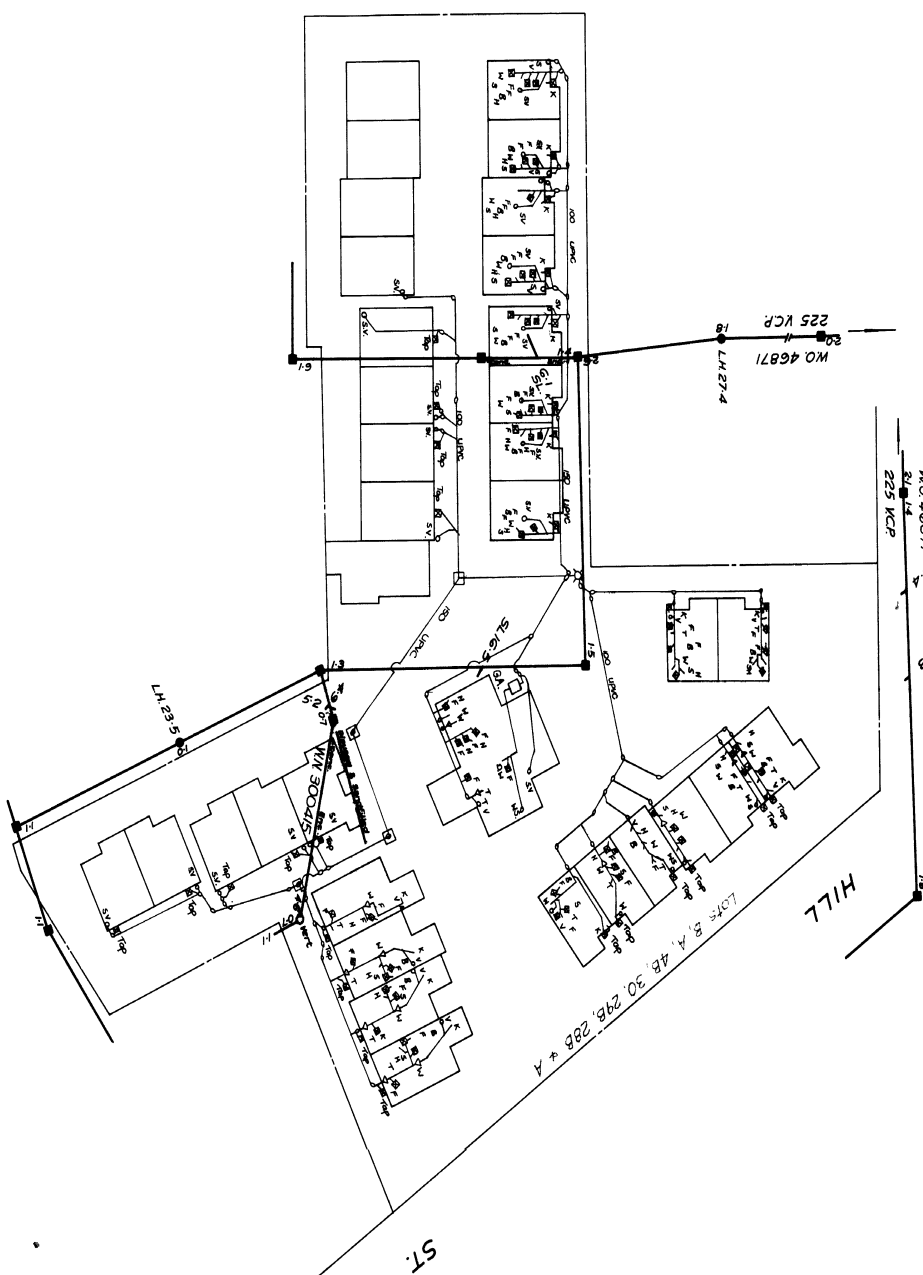
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

RATE NO. .... W.C. ....  
SHEET No. **04365** ..... U.C. ....  
**Scale 1 : 500** .....  
For House Services Engineer

**Scale 1: 500**

For House Services Engineer

JENNER ST.



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