

Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	First National Real Estate Brailey Shop 111 Figtree Grove, Figtree, NSW 2525	Phone: 02 4226 6626 Fax: 02 4226 6045
co-agent		
vendor	Glenn David Brailey, Peter John Brailey and Alison Joan Meehan	
vendor's solicitor	CVC Conveyancing Wollongong 18/30 Market Street, Wollongong NSW 2500 DX 27826 WOLLONGONG COURT	Phone: 02 4226 2333 Fax: 02 4225 0046 Ref: VC:RY:172223 E:vic.cuoco@cvclaw.com.au
date for completion land (address, plan details and title reference)	42nd day after the date of this contract 21/9-13 Smith Street, Wollongong, New South Wales 2500 Registered Plan: Lot 21 Plan SP 22303 Folio Identifier 21/SP22303	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

deposit to be invested ☐ NO ☐ Yes

vendor

witness

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

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

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ NO ☐ yes
☒ NO ☐ yes

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

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

- ☐ 1 property certificate for the land
☐ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☐ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
☐ 7 section 149(5) information included in that certificate
☐ 8 sewerage infrastructure location diagram (service location diagram)
☐ 9 sewer lines location diagram (sewerage service diagram)
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 section 88G certificate (positive covenant)
☐ 12 survey report
☐ 13 building certificate given under *legislation*
☐ 14 insurance certificate (Home Building Act 1989)
☐ 15 brochure or warning (Home Building Act 1989)
☐ 16 lease (with every relevant memorandum or variation)
☐ 17 other document relevant to tenancies
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☐ 21 form of requisitions
☐ 22 *clearance certificate*
☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
☐ 25 evidence of registration
☐ 26 relevant occupation certificate
☐ 27 certificate of non-compliance
☐ 28 detailed reasons for non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
☐ 30 plan creating strata common property
☐ 31 strata by-laws
☐ 32 strata development contract or statement
☐ 33 strata management statement
☐ 34 leasehold strata - lease of lot and common property
☐ 35 property certificate for neighbourhood property
☐ 36 plan creating neighbourhood property
☐ 37 neighbourhood development contract
☐ 38 neighbourhood management statement
☐ 39 property certificate for precinct property
☐ 40 plan creating precinct property
☐ 41 precinct development contract
☐ 42 precinct management statement
☐ 43 property certificate for community property
☐ 44 plan creating community property
☐ 45 community development contract
☐ 46 community management statement
☐ 47 document disclosing a change of by-laws
☐ 48 document disclosing a change in a development or management contract or statement
☐ 49 document disclosing a change in boundaries
☐ 50 information certificate under Strata Schemes Management Act 2015
☐ 51 information certificate under Community Land Management Act 1986

Other

- ☐ 52

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.

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—SWIMMING POOLS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (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.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor serves notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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.

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, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (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 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6* months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however
- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-----------------------------|--|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

SPECIAL CONDITIONS

32. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

33. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

34. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

35. Late completion

35.1 In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always

that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

35.2 In addition, the Purchaser shall pay the sum of \$220.00 to cover legal costs incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of additional expenses to be allowed by the Purchaser as an additional adjustment on completion; and

36. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

37. Deposit by instalments

37.1 The Purchaser/s must pay the full ten (10%) deposit as follows;

37.1.1 As to the sum of \$ on or before the making of this Contract;

37.1.2 As to the balance of the ten 10% deposit on or before the completion date or on demand by the vendor's.

and in each respect time is essential.

37.2 The Vendor will only be entitled to make a demand for payment of the balance of the deposit if the Purchaser's are in default in an essential respect of their obligations under the terms of this Contract.

37.3 If the Purchaser/s fail to provide the balance of the deposit after demand or if the Vendor's are entitled to keep or recover the deposit then the Vendor's may recover the balance of the deposit as a liquidated debt.

38. Settlement venue

In the event that the vendor agrees to a request from the purchaser to attend settlement at a place other than as directed by the vendor's solicitor, the purchaser agrees to pay the vendor's legal fees and other expenses incurred as a result. It is agreed that the sum of one hundred and sixty five dollars (\$165.00) is a genuine pre-estimate of the vendor's additional expenses incurred and that sum will be allowed by the purchaser as an adjustment on completion.

39. Sale subject to tenancy

If this Contract indicates that the sale is subject to an existing tenancy:

41.1 The Vendor shall not, before completion accept any surrender of tenancy before the expiry of the Residential Tenancy Agreement.

41.2 The Purchaser is not entitled to object, make any claim, or to terminate or rescind because any one or more of the tenants shall vacate the premises occupied by them at the date of this Contract before completion:

41.2.1 On expiry of the Residential Tenancy Agreement;

41.2.2 Following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent;

41.2.3 By abandoning the premises in repudiation of the lease.

40. Further amendments

(i) Clause 7.1.1 is deleted.

(ii) Clause 14.4.2 is deleted

(iii) Clause 16.5 is amended by deleting the words "plus another 20% of that fee"

(iv) Clause 16.12 is amended by deleting the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee"

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders

- relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
 24. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
 25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
 26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
 27. Has any proposal been given by any person or entity to the Owners Corporation for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
 If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

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

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 21/SP22303

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE ----
26/10/2017	4:25 PM	4	19/10/2017

LAND

LOT 21 IN STRATA PLAN 22303
AT WOLLONGONG
LOCAL GOVERNMENT AREA WOLLONGONG

FIRST SCHEDULE

GLENN DAVID BRAILEY
ALISON JOAN MEEHAN
PETER JOHN BRAILEY
AS TENANTS IN COMMON IN EQUAL SHARES (AD AM816854)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP22303

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP22303

SEARCH DATE	TIME	EDITION NO	DATE
20/9/2017	4:52 PM	4	26/7/2010

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 22303
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WOLLONGONG
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF WOLLONGONG COUNTY OF CAMDEN
TITLE DIAGRAM SHEET 1 SP22303

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 22303
ADDRESS FOR SERVICE OF DOCUMENTS:
11 SMITH STREET
WOLLONGONG 2500

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 SP22303 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 3178750 CHANGE OF BY-LAWS
- 5 3178751 CHANGE OF BY-LAWS
- 6 9921415 CHANGE OF BY-LAWS
- 7 AF614714 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 800)

STRATA PLAN 22303

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 24	2	- 19	3	- 25	4	- 26
5	- 20	6	- 20	7	- 26	8	- 27
9	- 21	10	- 21	11	- 27	12	- 29
13	- 22	14	- 22	15	- 29	16	- 30
17	- 24	18	- 23	19	- 29	20	- 31
21	- 37	22	- 30	23	- 32	24	- 26
25	- 26	26	- 31	27	- 44	28	- 42
29	- 37						

END OF PAGE 1 - CONTINUED OVER

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP22303

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

172223

PRINTED ON 20/9/2017

* 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.
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 44B
OF THE CONVEYANCING ACT, 1919.
AND SECTION 7 (3) STRATA TITLES ACT, 1973.

Lengths are in metres

(Sheet 1 of 2 sheets)

Plan: SP 22303

State Subdivision of Lot 250 in Registered Plan
Number 706274 and covered by Council Order's
Certificate No. 746 of 14-12-1984.

Name and Address of
Proprietor of the Land:

Milano Gracina,
Milton Gracina, both of 71 Wilson St Wollongong.

1. Identity of Easement or
restriction hereby set-
out in above-mentioned
plan:

Easement for Electricity Purposes variable width.

Schedule of Lots etc. affected

Lot bordered

Name of Authority Benefitted

Common Property

PART 2

The Illawarra County Council

Terms of Easement for Electricity Purposes variable width, (hereby referred to
as "the easement")

FULL AND FREE RIGHT FOR THE BODY WHOSE HAVING THIS EASEMENT IS CREATED, its agents,
employees and contractors together with all necessary plant and vehicles to use
and maintain for the purpose of the transmission of electricity along the overhead
lines and cables and for the purpose of erecting and maintaining the said lines and
cables and for the purpose of carrying out any work necessary for the purpose of the
said easement is created shall have the following rights:-

- (1) To make all necessary connections in or upon the land provided that the
avoidance of such land shall be substantiated and warranted.
- (2) To enter upon the land for the purpose of installing any component in
substation for or in addition to any electrical substation equipment
structures, cables and fittings situated on and above the land.
- (3) To enter upon the land to inspect and maintain the condition of the electrical
substation equipment, structures, cables and fittings.
- (4) To cut and trim trees, branches or other foliage which may either overhang
or encroach the land.
- (5) The body in whose favour this easement is created shall not be obliged to
construct or maintain any fence on the boundary on any other part of the land
except:-
(a) where in the course of exercising its rights, the body in whose favour
this easement is created causes or damages any existing fence, or
(b) where the construction of the fence is by reason of any damage to
the fence or the fence is by the body in whose favour this
easement is created.

AND FURTHER that the Registered Proprietor shall for himself and others
the body or bodies from the easement of, the body in whose favour this
easement is created, shall not be obliged to construct or maintain any fence on
the boundary on any other part of the land except:-
(a) where in the course of exercising its rights, the body in whose favour
this easement is created causes or damages any existing fence, or
(b) where the construction of the fence is by reason of any damage to
the fence or the fence is by the body in whose favour this
easement is created.

None of the body in whose favour this easement is created shall be obliged to
construct or maintain any fence on the boundary on any other part of the land
except:-
(a) where in the course of exercising its rights, the body in whose favour
this easement is created causes or damages any existing fence, or
(b) where the construction of the fence is by reason of any damage to
the fence or the fence is by the body in whose favour this
easement is created.

The Illawarra County Council shall Successors of Assigns.

COUNCIL CLERK

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 44B
OF THE CONVEYANCING ACT, 1919.
AND SECTION 7 (3) STRATA TITLES ACT, 1973.

(Sheet 2 of 2 sheets)

Plan:

State Subdivision of Lot 250 in Registered Plan
Number 706274 and covered by Council Order's
Certificate No. 746 of 14-12-1984.

PART 2 cont.

Signed in my presence by MILENO GRACINA
who is personally known to me:

DENNIS SMITH
SURVEYOR
8 RAILWAY STREET,
BULLI, 2516

Proprietor

Signed in my presence by MILENA GRACINA
who is personally known to me:

DENNIS SMITH
SURVEYOR
8 RAILWAY STREET,
BULLI, 2516

Proprietor

Signed on behalf of the ILLAWARRA COUNTY COUNCIL.

R. E. Davis
Acting County Clerk

COUNCIL CLERK

BUILDING SOCIETIES RESOURCES LIMITED BY
ITS ATTORNEYS
Peter Alexander and
Peter Alexander and
Pursuant to Power of Attorney Registered
Book 3571 No. 485 and WE DECLARE that WE
HAVE NO NOTICE OF THE REVOCATION OF THE
POWER OF ATTORNEY REGISTERED IN BOOK 3571
OF WHICH WE HAVE SIGNED THE DOCUMENT.
IN THE PRESENCE OF:-

V. [Signature] for [Name] [Address]
and attests that the document is 1985

INSTRUMENT SETTING OUT TERMS & CREATED
PURSUANT TO SECTION 44B CONVEYANCING ACT,
1919, LODGED WITH SP 22303

14/12/1985

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1000
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This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.

Date 24th January, 1985

FORM 1

COUNCIL'S CERTIFICATE

The Council of the City of Wollongong, hereinafter referred to as the Council, has received and considered the application for a Certificate of Title for the land described in the Schedule to this Certificate, and has approved the application.

The Council has approved the application for a Certificate of Title for the land described in the Schedule to this Certificate, and has approved the application.

Date: 14th December 1984
Subdivision No. 746

Complete, or delete if inapplicable

SURVEYOR'S CERTIFICATE

DENNIS SMITH
8 RAILWAY STREET, BULL. 2716

- (1) any wall, the inner surface of any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists.
- (2) any floor or ceiling, the upper or under surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists.
- (3) any wall, floor, ceiling or structural member, by reference to which any boundary of a proposed lot shown on the accompanying floor plan is defined, exists.
- (4) any building containing proposed lot erected on the land shown on the accompanying location plan and each proposed lot premises of the land shown on the accompanying location plan is shown in the accompanying location plan as a proposed lot.
- (5) any public place.
- (6) any survey information required in the accompanying location plan is shown on the accompanying location plan.

Signature: *Dennis Smith*
Date: 20th Nov. 1984

This is sheet 1 of my Plan in 8 sheets.

PLAN OF SUBDIVISION OF LOT 750 D.P. 706274

City: WOLLONGONG Locality: WOLLONGONG

Parish: WOLLONGONG County: CAMDEN

Reduction Ratio 1: Lengths are in metres

Name of, and *address for service of notices on, the body corporate: THE PROPRIETORS, STRATA PLAN N° 22303, 111 SMITH STREET, WOLLONGONG, 2500

STRATA PLAN 22303

Registered: 8/12/1985
C.A. NO. 746 OF 14-12-1984

Purpose: STRATA PLAN

Ref. Map: W8285-622#

Last Plan: DP 706274

Signatures, seals and statements of intention to create easements or restrictions as to user, PURSUANT TO SEC 7(9) OF THE STRATA TITLES ACT 1973, IT IS INTENDED TO CREATE

1) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH, AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

Walter Jones
of Jones

GUILDING SOCIETIES RESOURCES LIMITED by its Attorneys

Name: ETON JOHN BAKER

Name: PETER ALEXANDER GUILD

Pursuant to Power of Attorney Registered Book 3571

No 485 and We declare that we have no notice of the

Relocation of the said Power of Attorney

M. J. Jones
Witness

FOR LOCATION DIAGRAM SEE SHEET 2.

M.P.D.

SURVEYOR'S REFERENCE: 4569/7

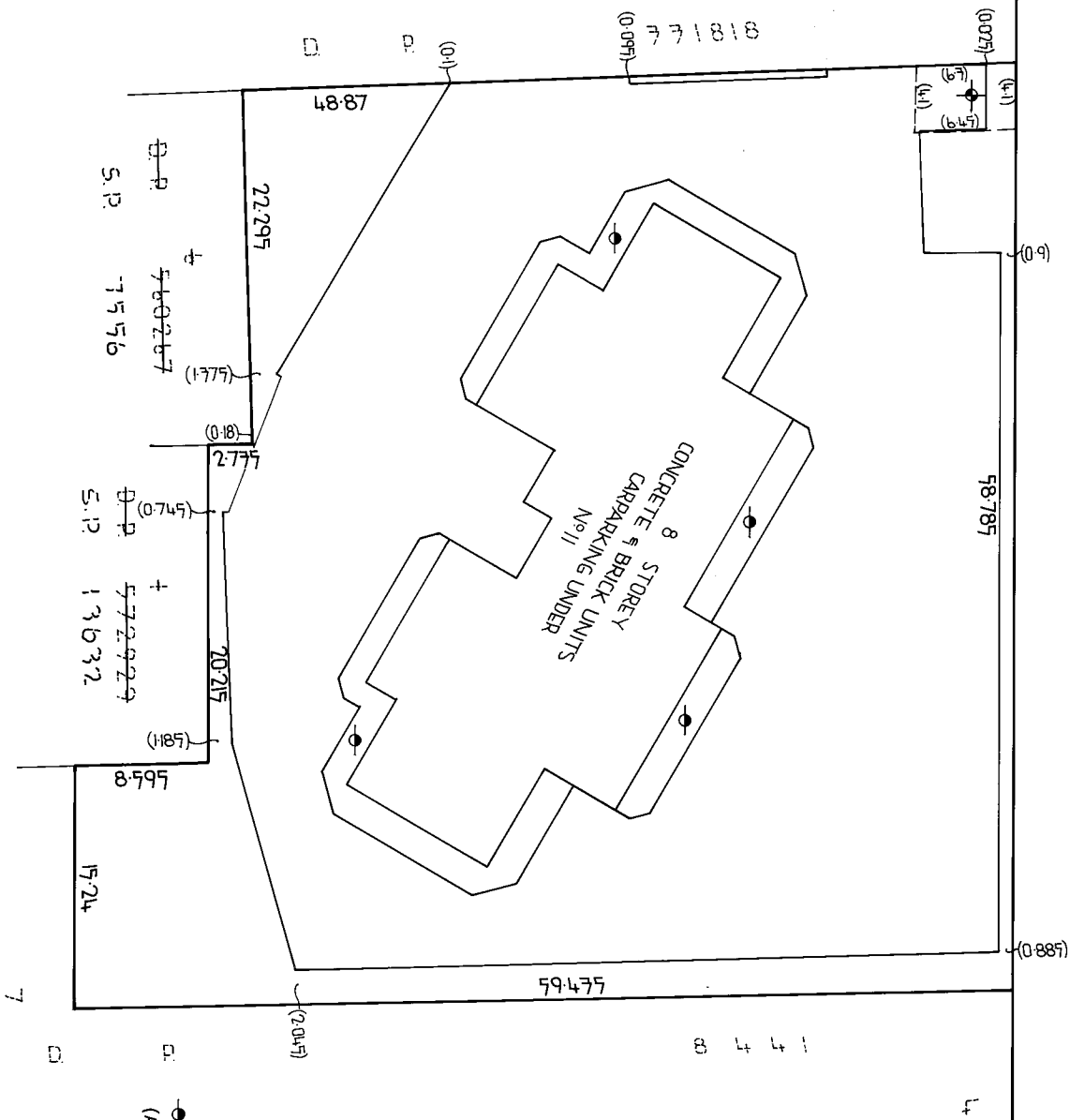
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

SMITH

STREET

STRATA PLAN 22303



—●— DENOTES BALCONIES
(A)

M. M.

Reduction Ratio 1:700

Lengths are in metres

Registered Surveyor

Council Clerk

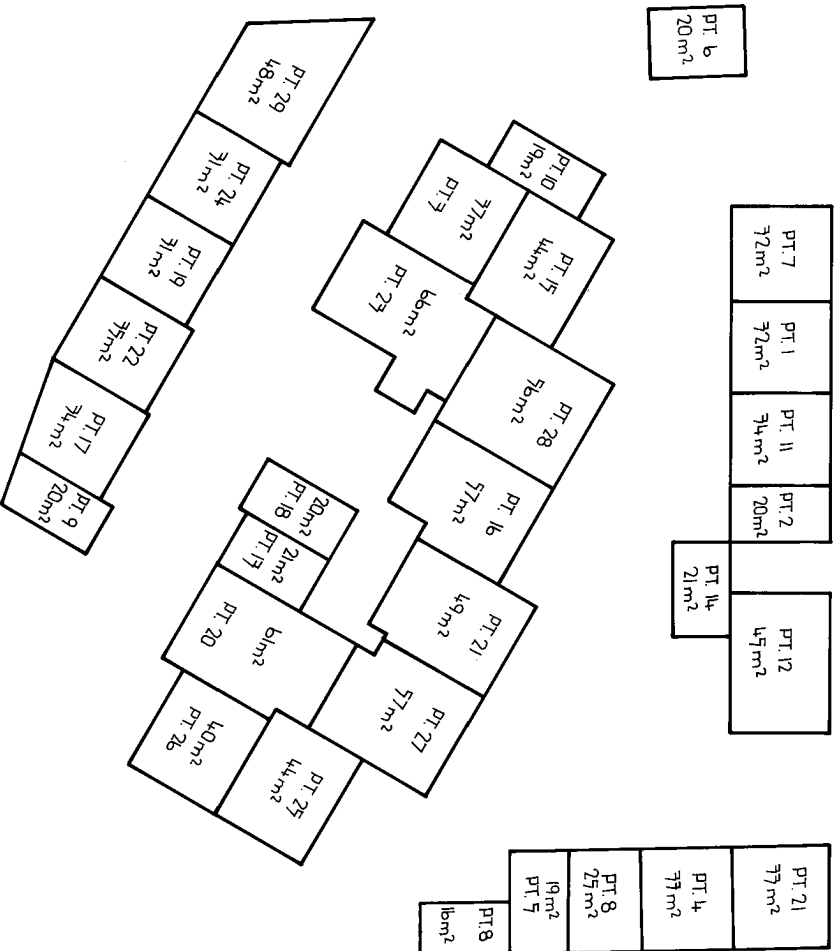
SURVEYOR'S REFERENCE: 45769/3

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 8 Sheets

STRATA PLAN 22303



LEVEL 1

Reduction Ratio 1: 700

Lengths are in metres



Reus duddy
Registered Surveyor

John Brown
Council Clerk



8/8 H2 3035592

OFFICE USE ONLY

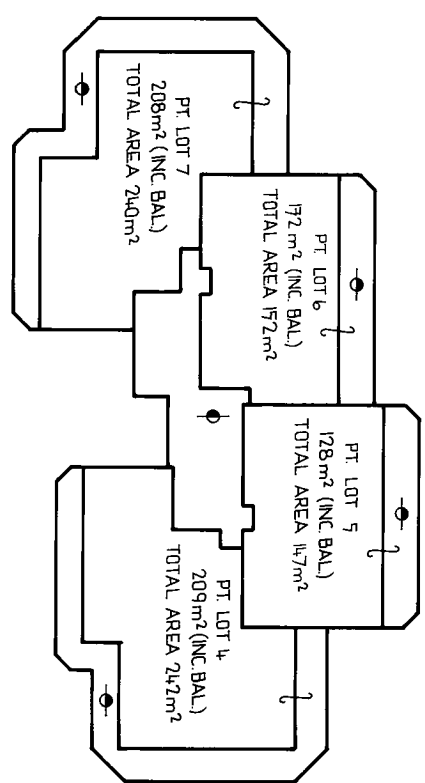
SURVEYOR'S REFERENCE: 4,569/3

FORM 2

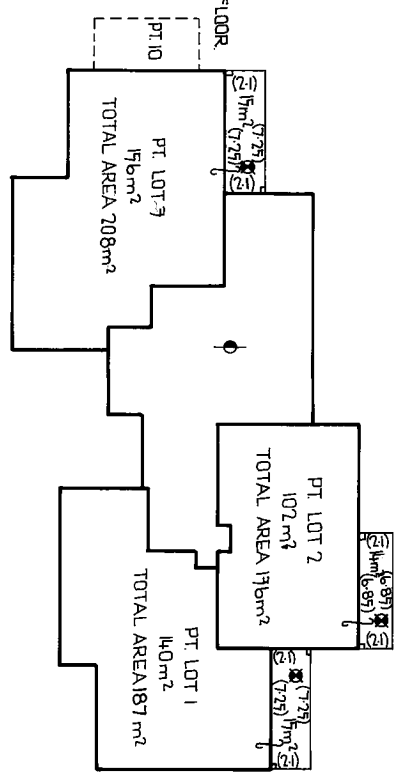
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 8 Sheets

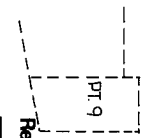
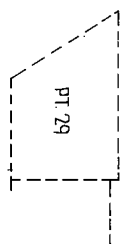
STRATA PLAN 22303



LEVEL 3



LEVEL 2



THE STRATUM OF THE COURTYARDS EXTENDS BETWEEN 0.4 BELOW TO 7 ABOVE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

ALL BALCONIES ARE ROOFED.

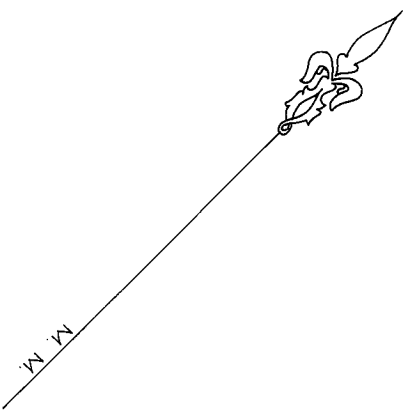
- ⊕ DENOTES COMMON PROPERTY
- ⊙ DENOTES BALCONIES
- ⊠ DENOTES COURTYARD

Reduction Ratio 1: 700

Lengths are in metres

Drews Shundy
Registered Surveyor

Thiruvoo
Council Clerk

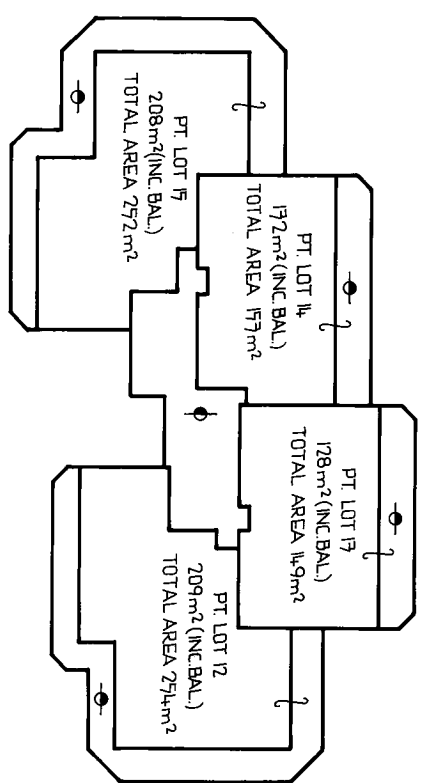


FORM 2

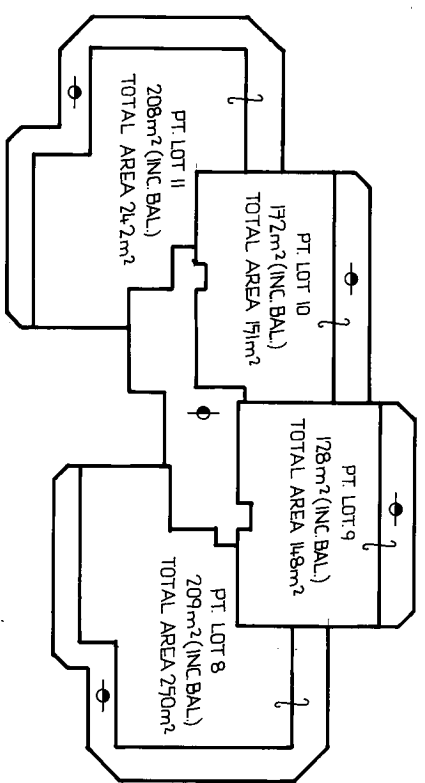
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 8 Sheets

STRATA PLAN 22303

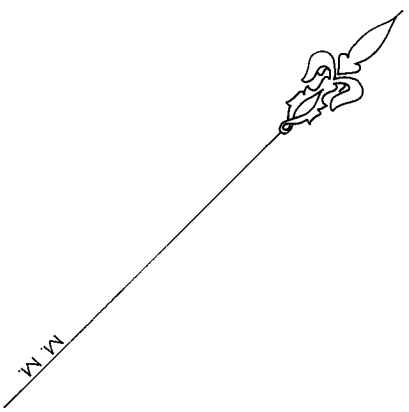


LEVEL 5



LEVEL 4

- DENOTES COMMON PROPERTY
- DENOTES BALCONIES



ALL BALCONIES ARE ROOFED

Reduction Ratio 1: 700

Lengths are in metres



David Smith
Registered Surveyor

Matthew
Council Clerk

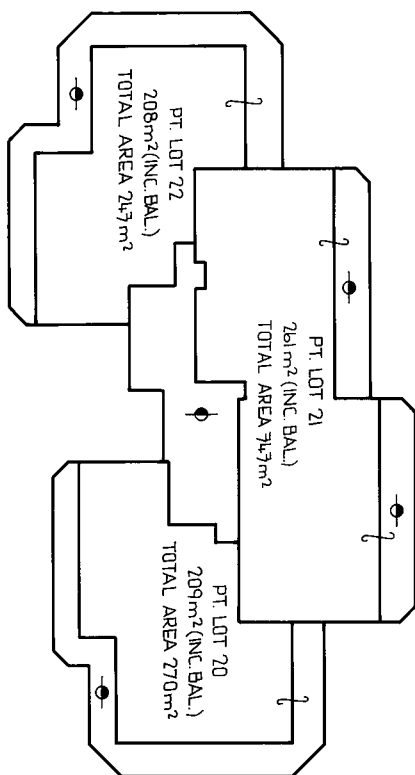
SURVEYOR'S REFERENCE: 4769/7

FORM 2

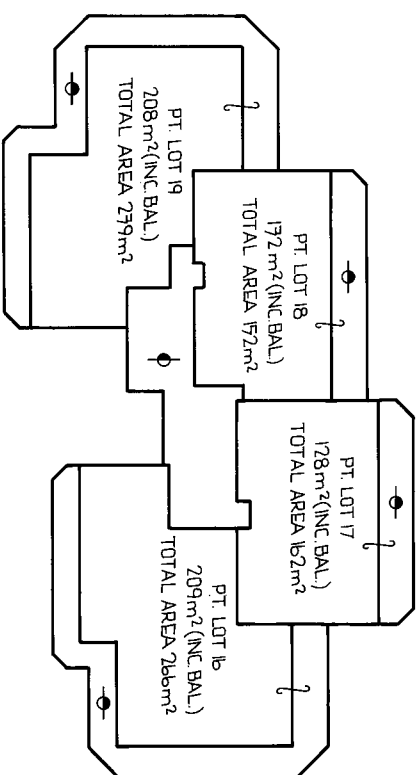
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. b of 8 Sheets

STRATA PLAN 22303

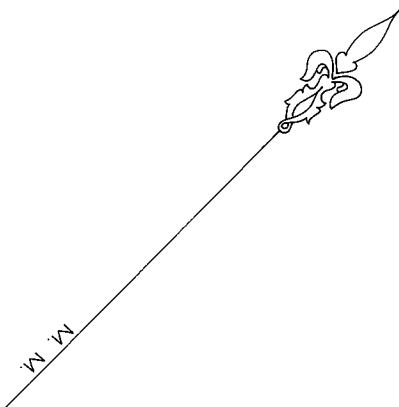


LEVEL 7



LEVEL 6

- DENOTES COMMON PROPERTY
- DENOTES BALCONIES



ALL BALCONIES ARE ROOFED

Reduction Ratio 1:700

Lengths are in metres



Alvin Sherry
Registered Surveyor

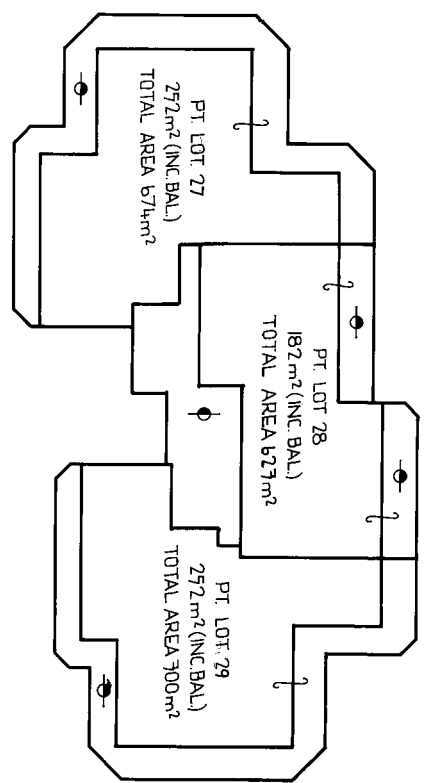
Pauline
Council Clerk

SURVEYOR'S REFERENCE: 4769/7

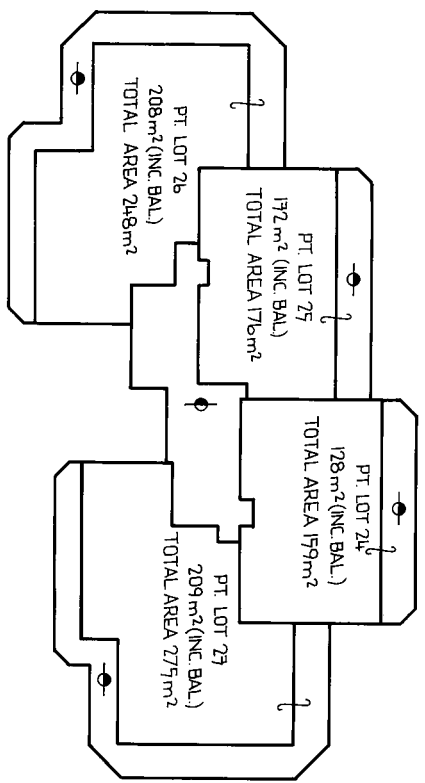
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 8 Sheets

STRATA PLAN 22303

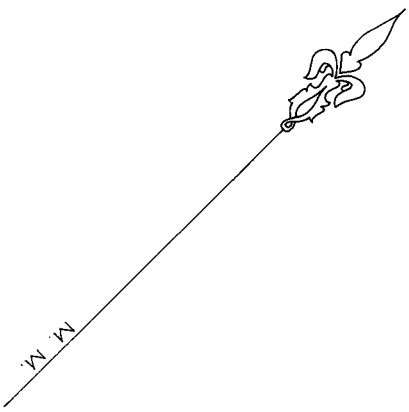


LEVEL 9



LEVEL 8

● DENOTES COMMON PROPERTY
● DENOTES BALCONIES



ALL BALCONIES ARE ROOFED.

Reduction Ratio 1: 700

Lengths are in metres



Dennis Smith
Registered Surveyor

Stuart
Council Clerk

SURVEYOR'S REFERENCE: 4759/7

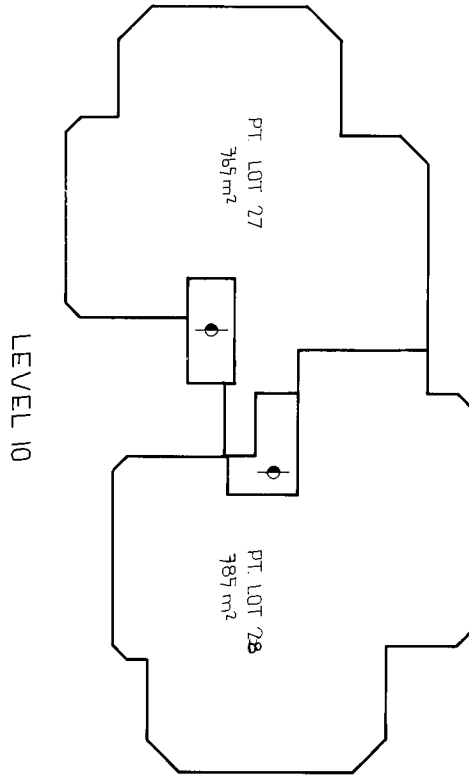
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 8 Sheets

STRATA PLAN 22303

SCHEDULE OF UNIT ENTITLEMENT.

LOT N ^o	ENTITLEMENT.
1	70
2	70
3	70
4	70
5	70
6	70
7	70
8	71
9	71
10	71
11	71
12	77
13	77
14	77
15	77
16	75
17	75
18	75
19	75
20	76
21	47
22	76
23	78
24	78
25	78
26	78
27	47
28	47
29	41
AGGREGATE	1000



LEVEL 10

PT LOTS 27 AND 29 EXTEND TO A HEIGHT OF 7 ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS
EXCEPT WHERE COVERED.

φ DENOTES COMMON PROPERTY.

Reduction Ratio 1:700

Lengths are in metres



Alanus Shrubbs
Registered Surveyor

Patricia
Council Clerk

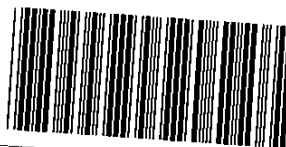
97-15CB



B

CHANGE OF BY-LAW

Strata Titles Act 1973
Real Property Act 1900



3178750 F

(A) **COMMON PROPERTY
REFERENCE TO TITLE**

CP/SP22303

(B) **LODGED BY**

L.T.O. Box 489V	Name, Address or DX and Telephone JAK LEGALS 941 SYDNEY REFERENCE (max. 15 characters): AI - SP22303	CB
------------------------	---	-----------

(C) **THE PROPRIETORS of STRATA PLAN** 22303 certify that pursuant to a resolution passed on 7/4/97
and in accordance with the provisions of section 58(7) of the Strata Titles Act 1973 / Order No. N/A
of the Supreme Court of New South Wales / Order No. N/A of the Strata Titles Board, the by-laws are changed as follows:

(D) **REPEALED BY-LAW No.** NA
INSERTED / ADDED BY-LAW No. Special bylaws no 1,2 and 3
..... as fully set out below.

Please see annexure "AAA"

(E) **The Common Seal of The Proprietors - Strata Plan No.** 22303
was affixed on 10 June 1997 in the presence of

Signature of Witness

Helen Halling - Secretary
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to
attest the affixing of the seal.



CHAIRMAN

0694LTO

CHECKED BY (Office use only)

[Signature]

(F)

COUNCIL'S CERTIFICATE (s. 66(5))

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

DATE

APPLICATION No.

Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

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

ANNEXURE "AAA": STRATA PLAN NO 22303: (F: 1764)

- (1) THAT by special resolution pursuant to s 58(7) of the Strata Titles Act 1973 the following addition be made to the bylaws applying to the strata scheme and that notification of such be lodged for registration at the Land Titles Office:

"(a) SPECIAL BY-LAW NO. 1: LOT 27 ROOFTOP IMPROVEMENTS

The proprietor for the time being of Lot 27 is hereby conferred with the special privilege and entitlement to have installed or have had installed on or to common property forming part of or associated with the lot the following currently installed additions and alterations:

- (i) an entertainment room including enclosed swimming pool and laundry;
- (ii) pumps, filters and other equipment associated with the swimming pool;
- (iii) pumps, filters and other equipment associated with the spa;
- (iv) two solar water heaters;
- (v) tiles laid on the roof slab of the lot;
- (vi) ornamental fence;

(called "the works") SUBJECT TO the due observance and performance by the proprietor with the following conditions:

(A) INDEMNITY

The proprietor shall keep the body corporate indemnified against all damage to common property or a lot or to any loss to the body corporate caused by the works at all times;

- 2

(B) NO AMENDMENT

Without the approval in writing of the body corporate, the proprietor shall not remove or make any variations or additions to the works;

(C) FUTURE MAINTENANCE OF INSTALLATION

The proprietor shall be responsible for the maintenance and keeping in a state of good and serviceable repair the works and shall renew or replace them when the body corporate, by written notice, reasonably shall require the proprietor to do so;

(D) FUTURE MAINTENANCE OF COMMON PROPERTY

Where damage to common property (if any) has occurred during installation of the works or at any subsequent date (including damage which allows water penetration through the concrete roof slab) the proprietor shall maintain, repair, renew or replace the appurtenant common property to a condition negotiated and approved in writing by the strata council at such time or times as required by the strata council;

(E) COMMON PROPERTY DEFECT

Where damage to common property has occurred (but not as a result of the installation or use of the works) AND it is necessary for the works to be removed for the body corporate to carry out maintenance, repair, renewal or replacement of the common property, the proprietor shall allow the body corporate:

- (aa) access to the lot on reasonable notice for that purpose (or in the case of an emergency, at any time); and

- 3

(bb) to remove the works for such purpose

PROVIDED the body corporate shall be responsible to reinstate the works to its former position and condition as near as practicable in the circumstances, allowing for fair wear and tear of the works;

(F) REMOVAL OF ALL OR PART OF THE WORKS BY THE PROPRIETOR

In the event the proprietor wishes to remove a part, section or whole of the works, the following conditions shall apply:

- (aa) the proprietor shall first seek the written approval of the body corporate before any such removal occurs;
- (bb) the removal shall be at the expense of the proprietor;
- (cc) upon removal, the proprietor shall:
 - (i) remove mortar adhesive and foreign materials; and
 - (ii) restore the affected common property to its original condition

whereupon satisfaction of all of these above conditions, the body corporate shall, at its expense and within a reasonable time, install and maintain a water proof membrane in the area of the removal;

(G) BREACH OF BYLAW

Where the proprietor fails or neglects to carry out and comply with any condition herein, the body corporate or its agents, servants, or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time or on notice given to the occupier of that part of the parcel and may

Signature - Secretary

- 4

recover the costs of fulfilling such condition as a debt from the
proprietor".

-5-

"SPECIAL BYLAW NO 2: AIR CONDITIONING

The proprietor for the time being of the lots specified in the Schedule shall have the special privilege and entitlement in respect of common property to have installed on or to common property forming part of or associated with the lot the currently installed air-conditioning unit and its ancillary ducts, pipes, condenser and electrical equipment (called "the air conditioner") to service her/his lot (called "the works") SUBJECT TO the due observance and performance by the proprietor with the following conditions:

(i) AIR CONDITIONER MAINTENANCE

The proprietor shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(ii) COMMON PROPERTY MAINTENANCE

The proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the common property appurtenant to the air conditioner;

(iii) RUN-OFF

The proprietor shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(iv) NOISE

The proprietor must not operate the air-conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration by its operation;

[Handwritten signature]
Secretary

-6-

(v) DAMAGE DURING REPAIRS

The proprietor shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this bylaw;

(vi) INDEMNIFY BODY CORPORATE

The proprietor shall keep the body corporate indemnified against:

- (A) any claims made against or expenses incurred by the body corporate and arising out of or caused by the works, or the use or maintenance of the air-conditioner; and
- (B) any liability for damage to the air-conditioner caused by the body corporate in undertaking any work referred to in s 64 of the Strata Titles Act 1973 or in exercising the power of entry conferred by that section;

(vii) BYLAWS 12 AND 29

Statutory bylaws 12 and 29 must be complied with at all times;

(viii) RESTORATION OF COMMON PROPERTY

In the event of the proprietor wishing to remove the air conditioner the proprietor shall:

- (aa) give the body corporate prior notice in writing of her/his intention to do so; and
- (bb) restore the common property to its former condition, at the expense of the proprietor;

(ix) BYLAW BREACH

Without prejudice to the other rights of the body corporate, whether

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-7-

the proprietor fails or neglects to carry out any condition referred to herein:

- (A) then the body corporate or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or proprietor of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the proprietor; or
- (B) then following 7 days' notice of such breach to the proprietor and the non rectification and non cessation of such breach during the 7 days then the body corporate may terminate the rights conferred by this bylaw whereby the air-conditioner shall be removed by the proprietor and the common property shall be restored by the proprietor to it former condition, all at the proprietor's expense.

SCHEDULE

<u>LOT NO</u>	<u>NO OF AIR CONDITIONER</u>
29	3
27	2
26	1
24	1
23	1
22	1
20	1

Signature - Secretary

-8-

19	1
16	1
15	1
14	1
12	1
8	1"

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-9-

"SPECIAL BYLAW NO 3: GLASS & ALLOY WEATHER SCREEN

The proprietors for the time being of the lots specified in the Schedule shall have the special privilege and entitlement in respect of the common property to have installed on or to the common property forming part of or associated with the lot the currently installed glass and alloy weather screens (called "screen") SUBJECT TO the due observance and performance by the proprietor with the following conditions:

(i) INDEMNITY

The proprietor shall keep the body corporate indemnified against all personal injury, death or damage to common property or a lot or to any loss to the body corporate caused by the screen at all times;

(ii) NO AMENDMENT


Without the approval in writing of the body corporate, the proprietor shall not make any variations or additions to the works;

(iii) FUTURE MAINTENANCE OF INSTALLATION

The proprietor shall be responsible for the maintenance and keeping in a state of good and serviceable repair the screen and shall renew or replace them when the body corporate, by written notice, reasonably shall require the proprietor to do so;

(iv) FUTURE MAINTENANCE OF COMMON PROPERTY

Where damage to common property (if any) has occurred during installation of the screen or at any subsequent date the proprietor shall maintain, repair, renew or replace the appurtenant common property to:


Secretary

-10-

- (A) its original condition; or
- (B) if (A) cannot be fulfilled, to a condition approved in writing
by the strata council;

(v) BYLAW 29

Statutory bylaw 29 must be complied with at all times; and

(vi) RESTORATION OF COMMON PROPERTY

In the event of the proprietor wishing to remove the screen the proprietor shall:


- (aa) give the body corporate prior notice in writing of her/his
intention to do so; and
- (bb) restore the common property to its former condition, at the
expense of the proprietor;

(vii) BREACH OF BYLAW

Where the proprietor fails or neglects to carry out and comply with any condition herein, the body corporate or its agents, servants, or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time or on notice given to the occupier of that part of the parcel and may recover the costs of fulfilling such condition as a debt from the proprietor;

SCHEDULE

<u>LOT NO</u>	<u>NO OF SCREENS</u>
29	2
20	2


Secretary

-11-

16	2
12	2
22	1
19	1"

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97-15CB



B

CHANGE OF BY-

Strata Titles Act 1973
Real Property Act 1900



3178751 D

(A) **COMMON PROPERTY
REFERENCE TO TITLE**

CP/SP22303

(B) **LODGED BY**

L.T.O. Box 459V	Name, Address or DX and Telephone I & K LEGALS 941 SYDNEY REFERENCE (max. 15 characters): AI SP22303	CB
------------------------	---	-----------

(C) THE PROPRIETORS of STRATA PLAN22303..... certify that pursuant to a resolution passed on7/4/97.....
and in accordance with the provisions of section58(2)..... of the Strata Titles Act 1973 / Order No.N/A.....
of the Supreme Court of New South Wales / Order No.N/A..... of the Strata Titles Board, the by-laws are changed as follows:

(D) **REPEALED BY-LAW No.**NA.....
INSERTED / ADDED BY-LAW No.Special bylaw no 4.....
..... as fully set out below.

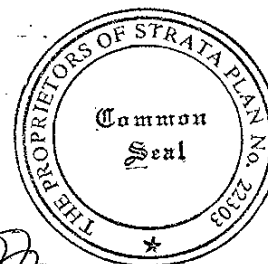
Please see annexure "B"

(E) The Common Seal of The Proprietors - Strata Plan No.22303.....
was affixed on10 June 1997..... in the presence of

[Signature]
Signature of Witness

Helen Holling - Secretary
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to
attest the affixing of the seal.



[Signature]
CHECKED BY (Office use only)

0694LTO

1 x Common Seal

(F)

COUNCIL'S CERTIFICATE (s. 66(5))

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

DATE

APPLICATION No.

Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

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

ANNEXURE "B": STRATA PLAN NO. 22303: GARDENS: (F: 1764)

- (l) **THAT** by special resolution pursuant to s 58(2) of the Strata Titles Act 1973 the following addition be made to the bylaws applying to the strata scheme and that notification of such be lodged for registration in accordance with s 58(3) at the Land Titles Office:

**"SPECIAL BYLAW NO. 4: GARDENS: TILES OR PRIVATE
PROPERTY ADHERED BY ADHESIVE OR PHYSICAL MEANS TO
COMMON PROPERTY OF BALCONY OR DECK OF THE LOT**

(a) **DEFINITION**

For the purpose of this bylaw, the following definitions shall apply:

- (i) "container garden" means herbs, flowers, plants or shrubs contained in garden pots or similar containers whether:
- (A) a single pot or container;
 - (B) a group of pots or containers;
 - (C) a formal arrangement of pots or containers;
- (ii) "garden area" means any garden (such as soil with herbs, flowers, plants or shrubs not in containers or pots laid upon the surface of the balcony or deck of a lot, whether with or without a membrane between the soil and surface) other than a container garden as defined herein;
- (iii) "lot" has the same meaning as in the Strata Titles Act 1973 (NSW)("the Act");

(b) **OBLIGATIONS**

Alex Ilkin & Co, solicitors, 3/13 Morts Road Mortdale Ph: 9580-9199

[Signature] - Secretary

Page 2

In view of the history of:

- (i) water penetration problems to the common property experienced with garden areas by this strata scheme; and
- (ii) expensive costs of repair to common property incurred by the body corporate to rectify these water penetration problems in garden areas;

the proprietor or occupier of a lot in the strata scheme shall not install or maintain on either:

- (A) the balcony of the lot; or
- (B) the deck area of the lot,

a garden area unless the written consent of the body corporate is given to install a garden area;

Further in view of the costs mentioned in (b)(ii) the proprietor or occupier of a lot in the strata scheme shall not on the surface of a balcony or deck of the lot install or maintain any of the following without the written consent of the body corporate:

- (iii) Tiles;
- (iv) Any glue, epoxy or similar bonding agent used to adhere finishes such as outdoor carpet, vinyl or similar tiles, Pebbletex, etc to the concrete surface;
- (v) Any paint or flow-on material designed to adhere to the concrete surface;

Alex Ilkin & Co, solicitors, 3/13 Morts Road Mortdale Ph: 9580-9199

Alex Ilkin - Secretary

Page 3

- (vi) Any fixture secured to the concrete surface by physical attachment such as screws, dynabolts, ramset or similar;

(c) CONDITIONS OF CONSENT

For the purpose of paragraph (b), if the body corporate resolves to grant consent, the body corporate may impose such conditions as it thinks fit in its absolute discretion, such as:

- (i) requiring the proprietor of the lot to be liable for and indemnify the body corporate for the costs of repairing or rectifying water penetration problems from a garden area into common property; and
- (ii) requiring the proprietor of the lot to be liable for and indemnify the body corporate for the costs of removal of tiles, glue, epoxy, paint, dynabolts, or similar to allow access to the concrete surface of balcony or deck of the lot to affect any modifications of the currently waterproofed surface; and
- (iii) requiring the proprietor of a lot to lodge a cash bond with the body corporate to be used to rectify or repair such water penetration problems at the proprietor's expense.

SP22303.ANB

Alex Ilkin & Co, solicitors, 3/13 Morts Road Mortdale Ph: 9580-9199

Alex Ilkin - Secretary

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

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



9921415F

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property
CP/SP 22303

(B) LODGED BY

Delivery Box	Name, address or DX and Telephone 28A Aggarhawa legal services Phone: (02) 9233 1011 Fax: (02) 9232 0115 Reference (optional): LEGGO - CP/SP 22303	CODE CB
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(C) The Owners-Strata Plan No 22303 certify that pursuant to a resolution passed on 21 July 2003
and in accordance with the provisions of

(D) section ~~47~~ 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No 16
Added by-law No
Amended by-law No 16
as fully set out below.

- (1) Subject to Section 49 (4), an owner or occupier of a lot must
not keep any animal on the lot or common property
- (2) This by-law does not apply to birds of a type approved by the
Owners Corporation at a General Meeting or small to medium fish
contained in a secure aquarium, also approved by the Owners
Corporation.
- (3) Applications pursuant to sub-section (2) herein must be in
writing and addressed to The Secretary, Strata Plan 22303

(F) The common seal of the Owners-Strata Plan No 22303
was affixed on 21 August 2003 in the presence of—

Signature(s):

Peter Leggo, Edward Lynch, Gary Hicks

Name(s): PETER LEGGO; EDWARD LYNCH; GARY HICKS

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

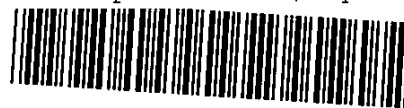
All handwriting must be in block capitals.

Page 1 of ____

LAND AND PROPERTY INFORMATION NSW

Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

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



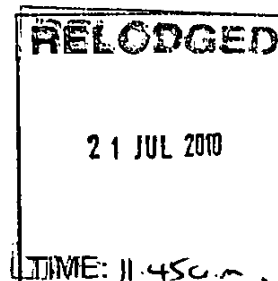
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PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires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

(A) TORRENS TITLE	For the common property CP/SP22303	
(B) LODGED BY	Document Collection Box 392 C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y Reference: <u>HUDSPETH / CP/SP 22303</u>
	CODE CB	

- (C) The Owners-Strata Plan No. 22303 certify that pursuant to a resolution passed on 13 May 2010 and
(D) in accordance with the provisions of Section 52 Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

As per Annexure A"- Strata Plan 22303

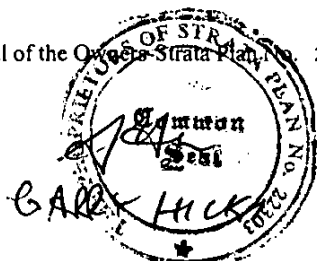


GARRY HICKS *[Signature]*

- (F) The common seal of the Owners-Strata Plan No. 22303 was affixed on 30-5-2010 in the presence of—

Signature(s):

Name(s):



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

Annexure A – Strata Plan 22303 – BUILDING EXTENSION

- (1) that by special resolution pursuant to S.52 of the Strata Schemes Management Act 1996 (NSW) (**"The Act"**) the following addition be made to the by-laws applying to the strata scheme and that notification of this change of the by-laws be lodged for registration in accordance with S.48 of the Registrar-General's Office.

Special By-Law 1

(a) DEFINITIONS

- (i) In this By-Law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (A) **"The Act"** means the Strata Schemes Management Act 1996.
 - (B) **"Owner"** means the Owners for the time being of Lot 20.
 - (C) **"Works"** means:
 - (a) cutting in of a doorway through the common wall of the garage of Unit 20;
 - (b) construction of a doorway;
 - (c) Installation of a door.
- (ii) Where any terms used in this By-Law are defined in **the Act** they will have the same meanings as those words have in **The Act**.

(b) RIGHTS –

- (a) The **Owner** is conferred with the privilege and entitlement of exclusive access and usage in respect to the area of the common property referred to in (a),(b) and (c) of the **Works**.
- (b) The **Owner** is conferred with the privilege and entitlement in respect of the common property to construct the **Works** subject to due observance and performance by the **Owner** with the following conditions:

(A) STATUTORY APPROVAL

- (i) Prior to commencement of the Works the **Owner** shall furnish the Owners Corporation with evidence of approval of **Works** by the local council and any other necessary statutory authority.

(ii) INDEMNITY AND INSURANCE

The **Owner** shall indemnify the Owners Corporation against the following:-

- (a) any sums payable by the Owners Corporation by way of increased premiums for affecting the maintaining building damage insurance



and/or public liability insurance, were such increase in premiums is the direct or indirect result of the use of the relevant area of the Common Property or the **Works**;

- (b) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property or other property or person in so far as such injury, loss or damage arises out of or in the course of or by reason of the execution of the **Works**;
- (c) any liability for damage to the **Works** caused by the Owners Corporation in undertaking any work referred to in S65 of the Strata Schemes Management Act, 1996 or in exercising the power of entry for purposes related to such works.

(iii) **LICENSED CONTRACTOR:**

The **Works** shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) use new materials that are of a colour and in keeping with the appearance of the building; and
- (c) use wood that is treated in such a nature as to prevent termites and borers.

(iv) **STATUTORY DIRECTIONS**

In performing the Works the **Owner** shall comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the **Owner's** servants, agents and contractors.

(v) **DISTURBANCE**

The **Owner** shall ensure the **Works** are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots of the Occupiers and owners.

(vi) **DAMAGE**

At the request of the Owners Corporation, the **Owner** shall make good any damage to the Common Property in the Strata Scheme caused directly or indirectly by the **Works** or by the altered condition of the Common Property or Lots deriving the **Works**.

(vii) **ADJACENT COMMON PROPERTY**

All areas of Common Property adjacent to the **Works** or used in relation to the **Works** shall be maintained in a clean and tidy state while the **Works** are being done.



(viii) **WORK TIMES**

The **Owner** shall not undertake the **Works** or allow them to be undertaken except between the hours of 8.00am and 5.00pm Monday to Friday inclusive (excepting Public Holidays).

(ix) **COMPLETION TIME**

The **Works** shall be completed by the **Owner** within seven (7) working days from the commencement of work.

(x) **MAINTENANCE OF COMMON PROPERTY**

The **Owner** shall be responsible to maintain and keep in a state of good and serviceable repair the area of the Common Property to which the **Works** are installed or attached.

(xi) **LEGAL COSTS**

The **Owner** shall pay the legal costs and disbursements incurred by the Owners Corporation in or about the making and registration of this By-Law.

(xii) **OWNERS FIXTURES:**

The **Works** shall be and remain **Owner's** fixtures which require the **Owner** to:

- (a) maintain and repair the **Works** in a state of good and serviceable repair; and
- (b) renew and replace the **Works** whenever the Owners Corporation may reasonably request such by written notice to the **Owner**.

(xiii) **LEGISLATION**

Nothing in this By-Law shall be construed so as to release any **Owner** or Occupier of the Lot from the obligation to comply with **The Act**, Regulations or by By-Laws applicable to the Strata Scheme.

(xiv) **BY LAW DEFAULT**

Without prejudice to the other rights of the Owners Corporation, where the **Owner** fails or neglects to carry out any condition contained herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any Occupier or **Owner** of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the **Owner**.



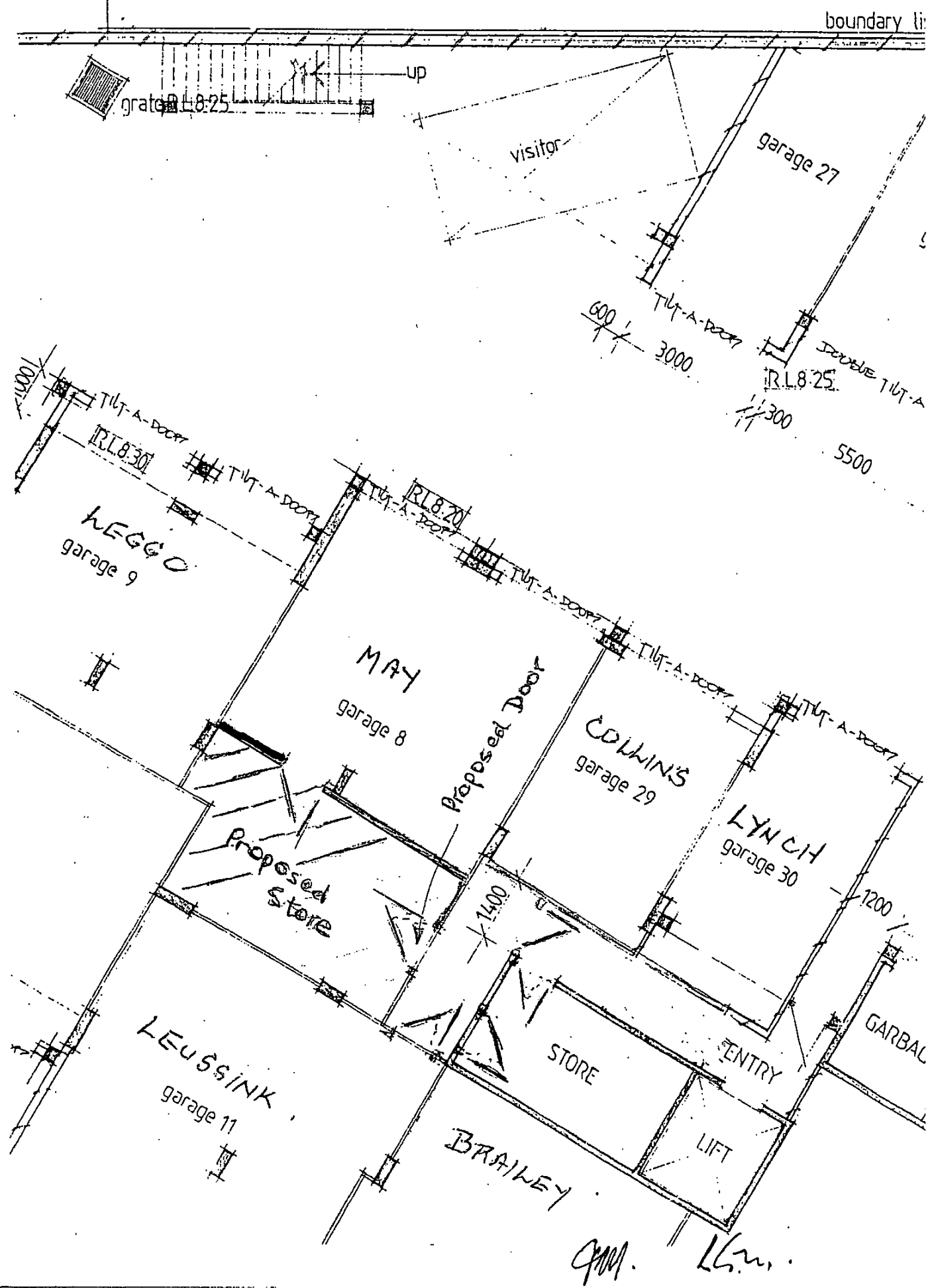
(xv) **AUTHORISED CONTRACTOR**

The contractor that carried out the **Works** is to be authorised by the Owners Corporation and each subsequent design is to be to the same design and specification as to the original and first installation.

(xvi) **LOTS BENEFITTING FROM THIS BY-LAW:**

Lot 20

A handwritten signature in black ink, consisting of stylized cursive letters, located in the bottom right corner of the page.



Q.M. L.M.



013

CVC Law
PO BOX 360
WOLLONGONG NSW 2520

CERTIFICATE	201704590
Issued	21 September 2017
Certificate Type	Section 149(2) only
Fee	53.00
Your Reference	RY: 172223:136055
Council Property Reference	372174

PLANNING CERTIFICATE

Issued Under Section 149 of the Environmental Planning and Assessment Act 1979

PROPERTY DETAILS	Legal Description	Lot 21 SP 22303
	Location	21/9-13 Smith Street WOLLONGONG NSW 2500

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

SECTION 149 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 149(2) of the Act relate to the abovementioned land:

1. NAMES OF RELEVANT PLANNING INSTRUMENTS & DEVELOPMENT CONTROL PLANS

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

Wollongong Local Environmental Plan 2009

State Environmental Planning Policies

State Environmental Planning Policy (Three Ports) 2013
 State Environmental Planning Policy (Rural Lands) 2008
 State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (Urban Renewal) 2010
 State Environmental Planning Policy (Affordable Rental Housing) 2009
 State Environmental Planning Policy (Exempt and Complying Codes) 2008 (Amendment 2017)
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 State Environmental Planning Policy (Housing for seniors or People with a Disability) 2004
 State Environmental Planning Policy No 70 (Affordable Housing (Revised Schemes))

CERTIFICATE

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy No. 62 – Sustainable Aquaculture

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 44 – Koala Habitat Protection

State Environmental Planning Policy No. 36 – Manufactured Home Estates

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 30 – Intensive Agriculture

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 26 – Littoral Rainforests

State Environmental Planning Policy No. 14 – Coastal Wetlands

State Environmental Planning Policy – Vegetation (in Non Rural areas) 2017

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy No 71 - Coastal Protection

(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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not yet been approved)

Paper Subdivisions: Draft Environmental Planning & Assessment Amendment (Subdivision works) Regulation 2013

Draft State Environmental Planning Policy - Advertising and Signage Amendments

Draft State Environmental Planning Policy - Infrastructure – Amendment (Shooting Ranges) 2013

Draft State Environmental Planning Policy - Infrastructure – Amendment (Sport and Recreation) 2013

Draft State Environmental Planning Policy – Koala Habitat Protection

Draft State Environmental Planning Policy – Infrastructure – (Amendments Review) 2017

Draft State Environmental Planning Policy – Coastal Management – (whole of lot)

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

Wollongong Development Control Plan 2009

Wollongong Development Control Plan 2009, contains detailed development controls which supplement the provisions of Wollongong Local Environmental Plan 2009.

Note: The Wollongong Development Control Plan 2009 should be consulted to ascertain its full effect on the land.

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a draft environmental planning instrument.

2. ZONING AND LAND USE UNDER RELEVANT LEPs

Wollongong Local Environmental Plan 2009.

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

- (a) the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No 2(a)”)**

R1 – General Residential

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent**

Home occupations.

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Group homes; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Signage

- (d) the purposes for which the instrument provides that development is prohibited within the zone.**

Any development not specified in subclause (2) or (3).

Note: For subdivision consent requirements see Clause 2.6, of Wollongong Local

Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.6AA, of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7, of Wollongong Local Environmental Plan 2009.

Note: Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.

(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

See Clauses 4.1, 4.1AA, 4.1A, 4.2 and 4.2A of the Local Environmental Plan.

(f) Whether the land includes or comprises critical habitat

Nil

(g) Whether the land is in a conservation area (however described)

Nil.

(h) Whether an item of environmental heritage (however described) is situated on the land

Nil.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGIONAL 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),**
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,**

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Not Applicable.

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.

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

(1) Subject to the terms of each code, and the zoning of the land, complying development may be carried out for the following codes to the extent that the land has no affectation.

- Housing Code
- Rural Housing Code
- Housing Alterations Code
- General Development Code
- Commercial and Industrial (New Buildings and Additions) Code
- Commercial and Industrial (Alterations) Code
- Subdivision Code
- Demolition Code Container Recycling Facilities Code Fire Safety Code

4. COASTAL PROTECTION

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

The Department of Finance, Services and Innovation has not notified Council that the land is affected by the operation of sections 38 and 39 of the Coastal Protection Act 1979.

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

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

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

Nil

(2) In relation to a coastal council:

- (a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land) and,

Nil

- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not applicable

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

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

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

Not applicable

Note: Part or all of the land is included in the "Coastal Zone Maps NSW" of the Coastal Protection Act 1979

5. MINE SUBSIDENCE

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

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

Council has no record that the land is affected by any Road Widening or Road Realignment under:

- a) Division 2 of Part 3 of the Roads Act 1993, or
b) any environmental planning instrument, or

- c) any resolution of the Council.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

a) adopted by the council, or

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

Council has adopted “Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment”.

Council has adopted Acid Sulfate Maps, Wollongong Local Environmental Plan 2009 – Clause 7.5 Acid Sulfate Soils.

Council has adopted “Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management”. The Rural Fire Service has endorsed the Bush Fire Prone Land map.

Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.

Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).

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.

Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls as contained in Wollongong Development Control Plan 2009 Chapter E13 Floodplain Management and Wollongong Local Environmental Plan 2009 Clause 7.3 Flood Planning.

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

Development on the land or part of the land for any other purpose is subject to flood related development controls as contained in Wollongong Development Control Plan 2009 Chapter E13 Floodplain Management and Wollongong Local Environmental Plan 2009 Clause 7.3 Flood Planning.

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

Further flood information relating to this parcel of land is available by application under section 149(5) of the Environmental Planning & Assessment Act 1979.

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.

Nil.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land.

Wollongong Section 94A Development Contributions Plan (2017)

Note: The purposes of this contributions plan are:

- To authorise the imposition of a condition on certain development consents and complying development certificates requiring the payment of a contribution pursuant to section 94A of the EP&A Act 1979.
- To assist the council to provide the appropriate public facilities which are required to maintain and enhance amenity and service delivery within the Wollongong Local Government area.
- To publicly identify the purposes for which the levies are required.
- Any party wishing to undertake construction of any new, or alterations to any existing, building or other development should review this policy or contact Council to determine if any contributions may be payable.

9A. BIODIVERSITY CERTIFIED LAND

If the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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*.

Nil.

10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include bio-banking 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*.

Nil.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside are under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside by Local Land Services or it is registered in the public register under that section).

Nil.

11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land is not recorded in Council's records as bushfire prone land.

12. PROPERTY VEGETATION PLANS

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force), a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under the Act).

Council has not been notified that the land is affected by a Property Vegetation Plan issued under the Native Vegetation Act 2003.

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 the land (but only if the council has been notified of the order)

Council has not been notified of an order.

14. DIRECTIONS UNDER PART 3A

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

Nil

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

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

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

Nil.

16. SITE COMPATIBILITY CERTIFICATE FOR INFRASTRUCTURE

A statement of 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 and, if there is a certificate, the statement is to include:

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

State Environmental Planning Policy (Infrastructure) 2007

Nil.

17. SITE COMPATIBILITY CERTIFICATE AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

Nil.

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 the consent ballot.

Nil

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

Not applicable

(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

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

(a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land-see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries 2007).

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department.

Nil

20. LOOSE-FILL ASBESTOS INSULATION REGISTER

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

For register information contact www.fairtrading.nsw.gov.au

Nil.

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

Council has **not** been advised that:

- a) The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997
- b) The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c) The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d) The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997
- e) The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

GENERAL INFORMATION

The following general information is brought to the attention of land owners.

1. Tree Management Policy

The Wollongong Tree Management Policy allows proper assessment to be made of the environmental importance and viability of trees before they are pruned, removed or damaged in any way. This Policy prohibits the ringbarking, cutting down, topping, lopping, removing, injuring or destruction of any tree except with the prior written consent of Council.

The Tree Management Policy applies to any tree that:

- Is 3 metres or more in height,
- Has a trunk diameter of 200mm or more at a height of 1 metre from the ground, or
- Has a branch spread of 3 metres or more

Please note that:

- A dead/dying tree is subject to the Tree Management Policy

- Pruning of major structural or anchor roots is also subject to the Tree Management Policy

Some trees may be exempt and do not require a permit to prune or remove them. Following is a list of the exempt tree species:

Salix Species	Willow
Erythrina X Sykesii	Coral Tree
Cupressus Macrocarpa “Brunniana”	Golden Cypress
Lagauria Pattersonii	Itchy Pod Tree
Harpephyllum Caffrum	Kaffir Plum
Syagrus Romanzoffina	Cocos Palm
Poplar Species	Poplar
Ficus Elastica “Decora” and hybrids	Ornamental Rubber tree
Ligustrum Lucidum	Large Leafed Privet
Cinnamomum Camphora	Camphor Laurel
Schefflera Actinophylla	Umbrella Tree
False Acacia	Black Locust
Peppercorn	Pepper Tree
Alnus	Alder
Acer negundo	Box Elder

For the full list of other exemptions please refer to the Tree Management Policy document available via Council’s website.

Any person acting on a permit issued under this Policy must comply with all conditions of that permit.

Any person who contravenes, or causes or permits the contravention of this Policy is guilty of an offence under the Environmental Planning and Assessment Act 1979.

Development Consents may contain restrictions relating to trees.

Further information regarding Council’s Tree Management Policy including how to lodge an application can be made by contacting Council’s Customer Service on telephone 4227 7111. Alternatively information can be obtained from Council’s website via the following link <http://www.wollongong.nsw.gov.au/services/household/trees/Pages/Lodgeatmp.aspx>.

2. Termite Management for Buildings

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

3. Lead Paint and Building Renovations

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

4. Sewage Management Systems

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an “Approval to Operate” from Council within 3 months of land ownership being transferred or otherwise conveyed.

5. Asbestos

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 27 October 2014 adopted an Asbestos policy which states Council’s commitment to and responsibilities for safely managing asbestos, and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council’s website:

www.wollongong.nsw.gov.au.

This letter is authorised by:

Howard Jones

Strategic GIS Officer

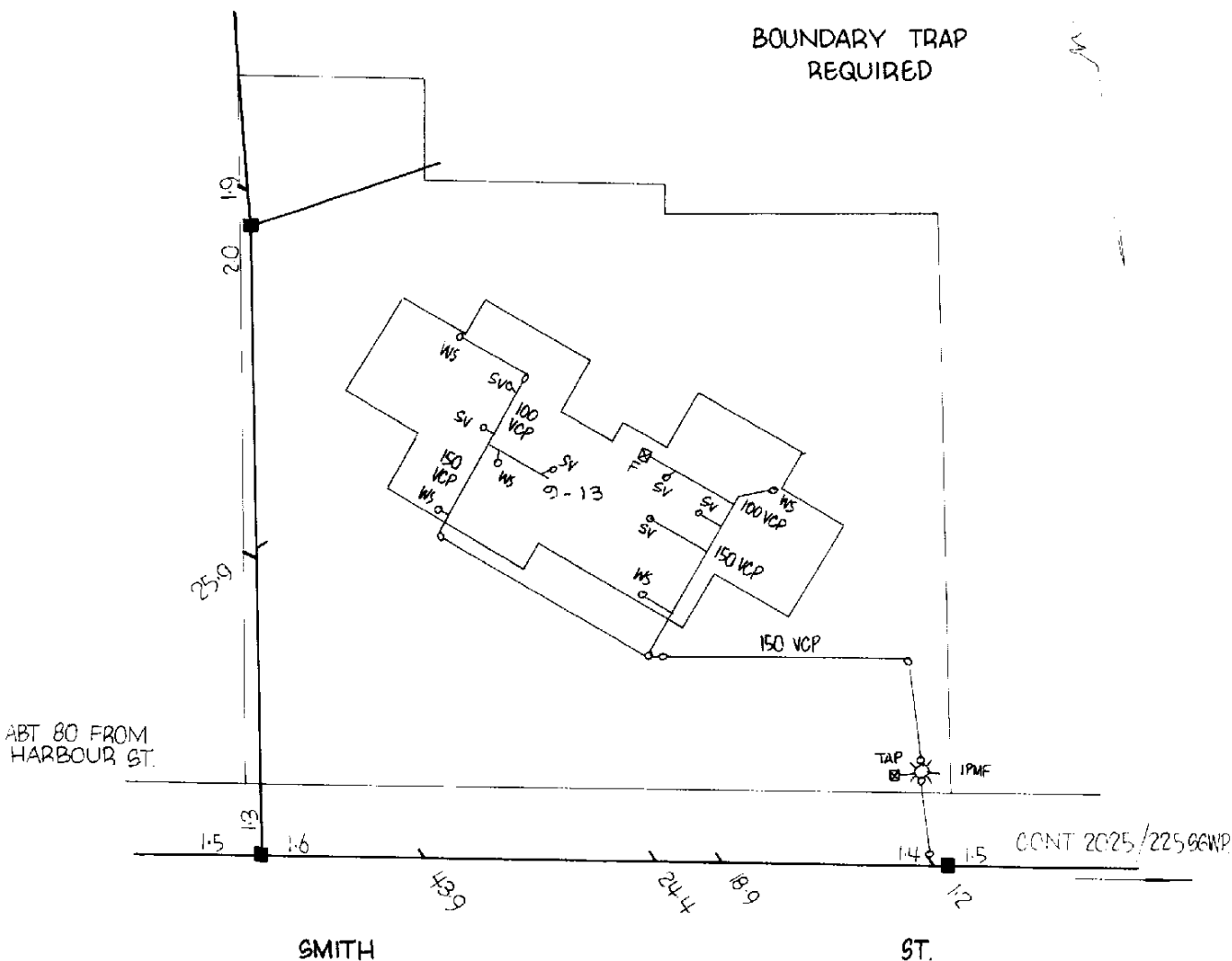
Wollongong City Council


Telephone (02) 4227 7309

BOS 1690

H	Handbasin
S	Shower
Jn.	Junction
DW.	Dishwasher
F	Floor Waste
M	Washing Machine
BS	Bar Sink

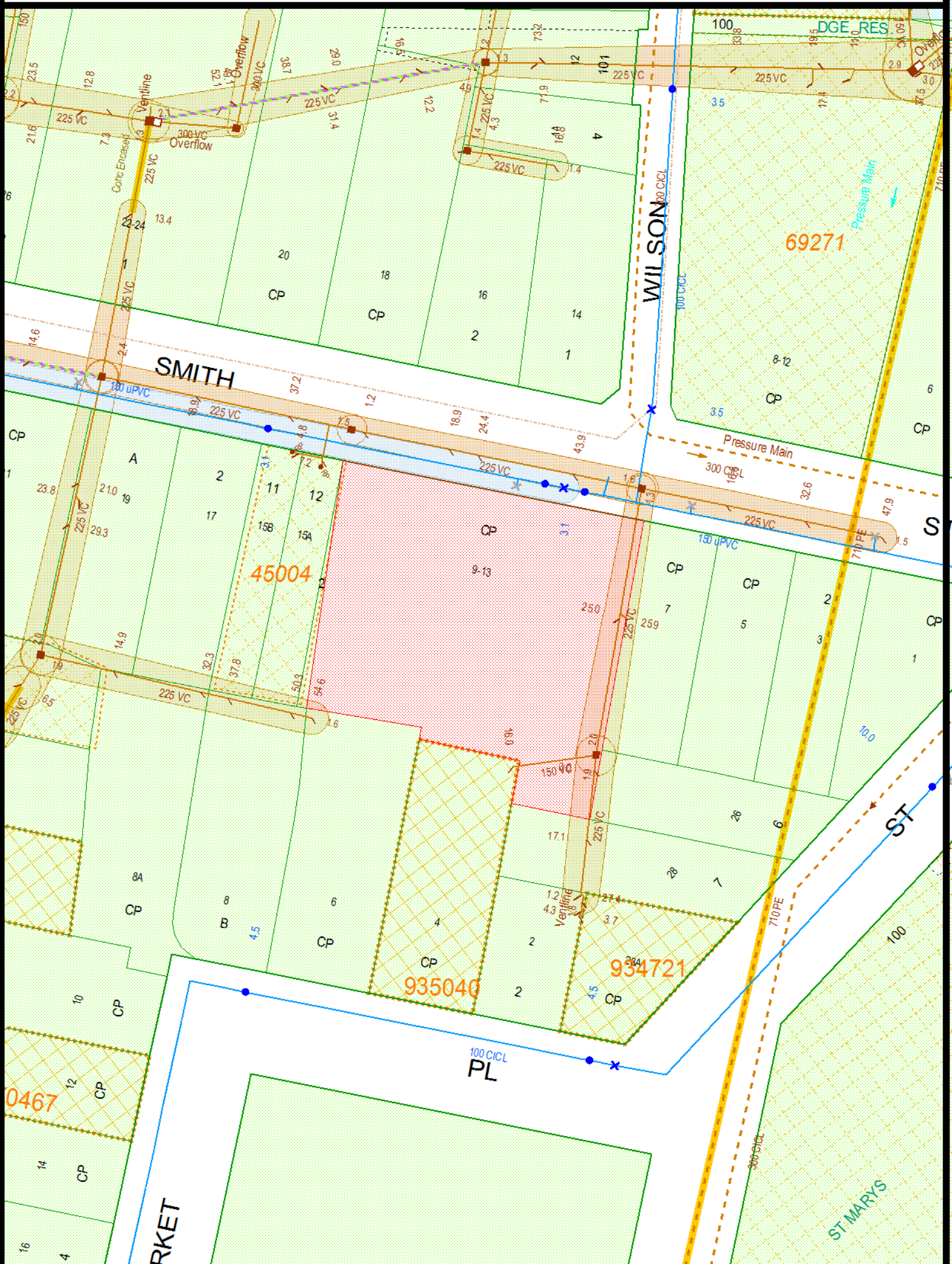
BOUNDARY TRAP
REQUIRED



	DRAINAGE		Scale: Approx. 1:500		PLUMBING	
	Supervised by		Distances/depths in metres pipe diameters in millimetres		Supervised by	
	Inspector		Date of Issue			
	Field Diagram Examined by		Outfall	NGONG		Inspector
	Chief Inspector		Drainer			
W.S.			Plumber			
U.R.S.			Boundary Trap			
SHEET No.			is not required			
3442						
	Tracing Checked by					for House Services Engineer

F 77

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.



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