

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Drummoyne Concord 53 First Ave, Rodd Point NSW 2046	phone: 0411 173 929 & 0412 103 338 email: phillipmassa@stonerealestate.com.au, jessicacampos@stonerealestate.com.au ref: Phillip Massa & Jessica Campos
co-agent		
vendor MARK PAUL DOWTON AND MARIANNA MILOSAVLJEVIC		
vendor's solicitor	Lead Conveyancing Suite 17, Level 4/3 Spring St, Sydney NSW 2000	phone: 0480099628 email: cindy.xu@leadconveyancing.com.au ref: 79590: S-CX-MIL43-79590 (LEAD
date for completion land (address, plan details and title reference)	42 days after the contract date 10/3 Grainger Avenue, Ashfield NSW 2131 LOT 10 STRATA PLAN SP2171 Folio Identifier 10/SP2171	(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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA**Manual transaction** (clause 30) NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable NO yes**GST:** Taxable supply NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Strathfield Partners
 8 Churchill Avenue, Strathfield NSW 2135

0297632277

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

10/3 GRAINGER AVENUE, ASHFIELD, NSW 2120

33. Interpretation and Definitions

33.1 STANDARD CONDITIONS

- (a) The special conditions will take priority over any standard conditions of this Contract to the extent of any inconsistency.
- (b) The Vendor and Purchaser agree that the provisions of the standard printed form of the contract is amended as follows:
 - (i) clause 5.1 is deleted;
 - (ii) clause 6 is deleted;
 - (iii) clause 7.1.1 is deleted;
 - (iv) the number "10%" is deleted and replaced with "1%" in clause 7.2.1;
 - (v) the words "on reasonable grounds" are deleted in clause 8.1.1;
 - (vi) the words "and those grounds" are deleted in clause 8.1.2;
 - (vii) the words "and any other money" are deleted in clause 8.2.1;
 - (viii) clause 8.2.2 is deleted;
 - (ix) insert the words "or delay completion" after the word "or terminate" in clause 10.1;
 - (x) insert the words "or delay completion" after the word "or terminate" in clause 10.2;
 - (xi) Clause 23.6.1 is deleted and replaced with "the vendor is only liable for it if the payment due date (including instalment due dates) is on or before the contract date."
 - (xii) Clause 23.6.2 is deleted and replaced with "the purchaser is liable for it if the payment due date (including instalment due dates) is after the contract date."
 - (xiii) clause 23.9.1 is deleted;
 - (xiv) clause 23.13 and 23.14 is deleted and replaced with "the purchaser must order its own information certificate in relation to the lot, the scheme or any higher scheme and provide same to the vendor alongside its adjustments in accordance with special condition 44."
 - (xv) the first sentence is deleted from clause 23.14;
 - (xvi) the words "prescribed fee" is deleted and replaced with the words "vendor's cost" in clause 23.14;
 - (xvii) clause 23.17 is deleted; and
 - (xviii) clause 31.4 is deleted.

33.2 DEFINITIONS

In this Contract except where inconsistent with the context or subject matter:

Authority means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.

Bank means a financial lending institution that the Purchaser is obtaining finance from for the purpose of completing this Contract.

Bank Guarantee means a bank guarantee from a Bank which is irrevocable and unconditional, has no expiry date, is drawn in favour of the Vendor's solicitor office, secures the Deposit, entitles the Vendor's solicitor to call on the guarantee in accordance with the Contract and contains terms that are satisfactory to the Vendor acting reasonably.

Business Day means any day which is not a Saturday, Sunday or a public holiday in the State of New South Wales.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgement, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.

Deposit Bond means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit, issued by an issuer and in a form that is satisfactory to the Vendor acting reasonably, and with an expiry date that is no less than 45 days after the Completion Date.

FIRB Approval means the approval of the Treasurer pursuant to the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

Law means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise, and includes any law relating to or affecting the Property or its occupation, use or development.

Loss means any loss, damage (including death or injury) or Cost of any kind.

Outgoings means all outgoings relating to the Property including rates, taxes, assessments, owners corporation levies and land tax.

Property means the Land that is sold under this Contract.

Settlement means the date upon which title is accepted and the Price is paid.

Standard Conditions means the condition set out in the standard Real Estate Institute of New South Wales (**REINSW**) 2022 edition of the contract for the sale and purchase of residential land.

Transfer means a registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.

33.3 INTERPRETATION

In this Contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;

- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or attachment is a reference to the same in this contract;
- (e) a reference to this Contract includes the Standard Conditions, Special Conditions, schedules or attachments;
- (f) heading are for convenience and do not affect interpretation;
- (g) a reference to “\$” or “dollar” is a reference to the Australian currency;
- (h) a reference to a time is a reference to the Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is appropriate;
- (i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking action by novation) and permitted assigns;
- (j) words and expressions denoting natural persons include body corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (k) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification, re-enactment or replacement of the legislation; and
 - (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for preparation of the contract or any part of it.

34. Guarantee and Indemnity

34.1 CORPORATE PURCHASER TO PROVIDE GUARANTEE

- (a) Where the Purchaser is a corporation, the Purchaser must deliver to the Vendor on the Contract Date a Guarantee in the form of the Schedule 1 annexed to this Contract executed by its sole director if it is a sole director corporation or two directors if it is a multi-director corporation.
- (b) Clause 34.1(a) does not apply to a corporation that is officially listed in the Australian Stock Exchange.
- (c) Failure by the Purchaser to provide a Guarantee in accordance with clause 34.1(a) will give the Vendor the right to end this Contract immediately by written notice at any time before the Guarantee is provided.

34.2 FOREIGN INVESTMENT REVIEW BOARD (FIRB)

- (a) The Purchaser warrants that FIRB Approval is not required by the Purchaser for the purchase of the Property, or that if it is required, the Purchaser has obtained that approval or will obtain that approval prior to Settlement.
- (b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Purchaser breaching its warranty in clause 34.2(a).

- (c) The Vendor may elect to serve notice on the Purchaser to end this Contract prior to Settlement if the Purchaser breached its warranty in clause 34.2(a).
- (d) If this contract is terminated under clause 34.2(c), the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

34.3 SCOPE OF INDEMNITIES

- (a) Each indemnity contained in this contract is separate and independent from the Purchaser's other obligations in this contract and continues after the completion or termination of this contract.
- (b) The Vendor is entitled to recover under an indemnity before incurring expenses.

35. Identity of the Property

35.1 PURCHASER'S ACKNOWLEDGEMENTS:

The Purchaser acknowledges that:

- (a) the Property as inspected by the Purchaser is identical with that described in the title particulars set out in the contract;
- (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
- (c) improvements located on adjoining properties do not encroach on the Land; and
- (d) any improvements on the Land comply with all Laws.

35.2 PURCHASER'S RIGHTS

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to amend title, take any action or incur any Cost; or
- (c) delay Settlement, rescind or terminate this Contract

because of any matter or any failure of the Property to comply with any matter referred to in this Clause 35.

36. Restrictions

36.1 LAWS AFFECTING THE PROPERTY AND ITS USE

- (a) The Property is sold subject to all Laws affecting the Property, its use and development, including any planning permits and legislation, building legislation and regulations and strata by-laws.
- (b) No Law or the failure of compliance with it constitutes a defect in the Vendor's title or affects the validity of this contract.

36.2 ENCUMBRANCES

The Property is subject to the encumbrances detailed in or annexed to the contract.

36.3 PURCHASER'S RISK

The Purchaser is:

- (a) responsible for remedying, at its own Cost, any failure of the Property to comply with any Laws or encumbrances disclosed in the Contract affecting the Property; and
- (b) indemnifies the Vendor for all Claims and Loss which the Vendor may incur or become liable for as a result of the Purchaser's failure to remedy any such failure.

36.4 NO REQUISITIONS

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract,

because of any matter or any failure of the Property to comply with any matter referred to in this Clause 36.

37 Condition of the Property

- 37.1 The Property and any inclusions including any improvements to it are sold in their present condition and subject to any defects and fair wear and tear.
- 37.2 The Purchaser acknowledges that the inclusions are in good working order and unless otherwise stated in this contract, may not require the Vendor to make any improvements to it prior to Settlement, including if the inclusions become defective after the Contract Date due to fair wear and tear.
- 37.3 The Purchaser acknowledges that it is purchasing the property and shall take title subject to all existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or delay completion, nor rescind or terminate this agreement in relation to any of the following matters:
 - (a) the nature, location, availability or non-availability of any such services;
 - (b) any sewer main or mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;
 - (c) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;
 - (d) any defects in such installations and services;
 - (e) any underground or surface stormwater drain passing through or over the property or should any manhole or vent be on the property;
 - (f) any rainwater downpipe being connected to the sewer;
 - (g) whether any easement has or has not been granted and/or registered in respect of any services or installations referred to by this clause 37 either to and/or passing over or through the subject property and/or any adjoining property.

38 Death and incapacity

38.1 If either party (or if a party consists of more than one person, any one of those persons) before Completion:

- (a) dies or loses legal capacity;
- (b) is declared bankrupt;
- (c) enters into any scheme of arrangement for the benefit of creditors;
- (d) has a petition for the winding up of that party presented;
- (e) enters into any scheme or arrangement under the corporation law; or
- (f) has a liquidator, receiver or official manager appointed in respect of that party,

either party may rescind this contract by notice in writing to the other party and the provisions of clause 19 apply.

39 Vendor's agent

- 39.1 The Purchaser warrants that it was introduced to the property by the agent first named in this contract (if any) and by no other agent.
- 39.2 The Purchaser indemnifies the Vendor against any claim for commission which may be made by any other agent as a result of a breach of this warranty together with any costs or expenses which may be incurred by the Vendor in relation to such claim.
- 39.3 The benefit of this clause will not merge on completion and will continue for the benefit of the Vendor.

40 Paper Settlement

- 40.1 This clause 40 only applies to the contract if the transaction must be completed on a paper-based transfer (**Paper Transfer**). Clause 4 of this contract is amended by this clause to the extent that it is inconsistent.

40.2 PAPER TRANSFER

- (a) The Purchaser's legal practitioner or conveyancer must deliver the duly prepared and signed Paper Transfer to the Vendor's legal practitioner or conveyancer no later than 15 Business Days before the Completion Date.
- (b) If the Purchaser or its legal practitioner or conveyancer does not comply with clause 40.2(a), the Vendor may:
 - (i) settle this Contract at any time on or between the Completion Date and 15 Business Days after the date on which it receives the Paper Transfer; and
 - (ii) claim interests and Costs from the Completion Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Completion Date.
- (c) The Purchaser acknowledges that processing of the Paper Transfer by the Vendor's legal practitioner or conveyancer is more cumbersome. Where the Paper Transfer is required due to the Purchaser's personal circumstances, that the Purchaser will pay the Vendor's additional legal costs of \$149 (excl GST) at Settlement.

40.3 PAPER SETTLEMENT

- (a) Settlement for a Paper Transfer will occur at a physical venue and at a time in accordance with this Clause (**Paper Settlement**).
- (b) (**Time for Settlement**)
 - (i) Settlement must take place between the hours of 10 am and 3 pm unless the parties agree otherwise.
 - (ii) Settlement after 3 pm on any day is deemed to take place on the next Business Day.
 - (iii) Subject to clause 40.3(b)(i), the parties must use all reasonable endeavours to agree to a mutually acceptable time for Settlement to take place. If an agreement cannot be reached, the Vendor may nominate a time for Settlement by written notice to the Purchaser.
- (c) (**Place for Settlement**) Settlement will take place at any place as directed by the Vendor in their absolute discretion.
- (d) (**Documents for Settlement**) The Vendor must deliver to the Purchaser at Settlement all documents that is required to affect a transfer of title from the Vendor to the Purchaser upon payment of the Price including:
 - (i) the Paper Transfer;
 - (ii) the certificate of title for the Land;
 - (iii) the discharge of mortgage, withdrawal of caveat and any registry instruments required to remove an encumbrance on the Land that would otherwise prevent the registration of a transfer of title.
- (e) For the avoidance of doubt, nothing in clause 40.3(d) requires the Vendor to provide additional documents after Settlement is completed.

41 Notice to complete

- 41.1 The parties agree that 14 days' notice shall be sufficient time for the giving of a notice to complete under this contract. Time will be of the essence under this contract at the date of expiry of such notice.
- 41.2 It is an essential term of this contract that if the Vendor serves upon the Purchaser a Notice to Complete, the Purchaser shall pay to the Vendor on completion \$500.00 (excluding GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a Notice to Complete.
- 41.3 The party ending this Contract must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.

42 Late completion interest

- 42.1 If completion does not take place on or by the completion date under this contract, the Purchaser must pay the Vendor on completion, in addition to the balance of the purchase price and any other money owing to the Vendor, interest on the balance of the monies owed calculated at a rate of 10% per annum calculated on a daily basis from the completion date up

to and including the actual date of completion (but not including any period for which the Vendor was responsible for completion not occurring).

43 Late completion costs

- 43.1 If the Purchaser breaches this contract, the Purchaser must in addition to any of the Purchaser's other liabilities under this Contract, and without the right to claim any offset, pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach including but not limited to:
- (a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or chargee of the Property;
 - (b) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property including the Cost of any bridging finance, interest, penalties, fees, charges and other expenses;
 - (c) the Vendor's proper legal costs of \$400 (excluding GST) and disbursements for each and every default;
 - (d) any Costs associated with rescheduling Settlement in the sum of \$149 (excluding GST); and
 - (e) the Vendor's Costs of accommodation and removalist including storage of goods.

44 Adjustment figures

44.1 DELIVERY OF THE ADJUSTMENT FIGURES

- (a) The Purchaser's legal practitioner or conveyancer must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Completion Date.
- (b) If the Purchaser or its legal practitioner or conveyancer does not comply with clause 44.1(a), the Vendor may:
 - (i) settle this Contract at any time on or between the Completion Date and 10 Business Days after the date on which it receives the statement of adjustments; and
 - (ii) claim interests and Costs from the Completion Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Completion Date.

44.2 LIABILITY FOR OUTGOINGS

The Vendor must pay all Outgoings required to be paid by the Vendor for the Property up to and including the Completion Date. The Purchaser must pay all Outgoings required to be paid after the Completion Date.

44.3 APPORTIONMENT OF OUTGOINGS

- (a) **(Billing cycle)** An apportionment of Outgoings must be made in respect of the period to which it relates.

- (b) **(Paid basis)** An Outgoing must be apportioned between the Vendor and Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid. All Outgoings incurred by the Vendor prior to Settlement, subject to the adjustments agreed to between the parties, must be paid in full by the Completion Date.
- (c) **(Disregard personal statutory benefit)** Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.

44.4 OUTGOINGS WHICH HAVE NOT BEEN ASSESSED

If at Settlement, the amount of any Outgoings that has not been assessed or separately assessed by the relevant Authority:

- (a) The Vendor may require the Purchaser to adjust at Settlement an amount which the Vendor acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period.
- (b) The adjustments of the unassessed Outgoings will be made in accordance with clause 44.3. As soon as possible after the assessment of the Outgoings are made, the parties must make any necessary re-adjustment between themselves.
- (c) The Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

45 Claim for compensation

- 45.1 Notwithstanding anything to the contrary in this contract, the Vendor and the Purchaser agree that any claim made by the Purchaser for compensation, whether made under clause 7 of the contract or otherwise shall be deemed to be a requisition for the purposes of clause 8 of the contract.

46 Building certificate

- 46.1 Subject to the provisions of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2017*, if the Purchaser applies for a building certificate from a local council after the Contract Date and subsequently the council makes any of the following orders before completion:
- (a) a work order under any legislation (but not an upgrading or demolition order), the Purchaser cannot make a claim for compensation, objection or requisition or rescind or terminate the contract because there is no building certificate or survey attached to this contract;
 - (b) an order to not issue any building certificate; and
 - (c) an order that certain building works are to be done before it will issue a building certificate; the Purchaser agree that it will not make any objection, requisition, claim for compensation, rescind, delay completion or otherwise require the Vendor to comply with or undertake any building work mentioned above.
- 46.2 Should the Purchaser become entitled to rescind this contract for the Vendor's breach of warranty under clause 1(d) Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation*

2017, the Vendor will also be entitled to rescind this contract provided such right is exercised before the Purchaser has served a notice of rescission.

- 46.3 If the contract is rescinded by the Vendor under clause 46.2, the deposit shall be refunded to the Purchaser, which will be the Purchaser's only remedy to the Vendor's breach.

47 Requisition on title

- 47.1 If the Purchaser is or becomes entitled to make a requisition in accordance with clause 5.1, then the Purchaser agrees to making only one requisition, in the form attached to this Contract.

48 Statutory warranty

- 48.1 The Purchaser must notify the Vendor of a breach of the Vendor's statutory warranty under the *Conveyancing (Sale of Land) Regulation 2017* within seven (7) days of the Purchaser becoming aware of the breach.
- 48.2 Upon receipt of notice under this clause 48, the Vendor may serve a notice on the Purchaser specifying the breach and indicating that the Vendor intends to rescind this contract if the Purchaser does not waive its rights in relation to breach within seven (7) days of the Vendor's notice.
- 48.3 If the Purchaser does not serve a notice on the Vendor waiving the breach within the time required by the Vendor's notice, the Vendor can rescind this contract.

49 Notice

49.1 METHOD OF SERVICE

Any demand or notice given by any party under, or in connection with, this contract must be given or received by the legal practitioner or conveyancer for that party and must be:

- (a) in writing; and
- (b) hand delivered, sent by prepared post or transmitted by email to the recipient's address as detailed in the contract (or as varied by prior notice).

49.2 RECEIPT

A notice given in accordance with this clause is taken to have been validly served:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - (i) within Australia, on the date that is two (2) Business Days after the date of posting;
or
 - (ii) to or from a place outside of Australia, on the date that is seven (7) Business Days after the date of posting;
- (c) if transmitted by email, on transmission;

but if the delivery or transmission is not on a Business Day or is after 5 pm on a Business Day, the notice is taken to be received no earlier than 9 am on the next Business Day.

50 Whole Contract

50.1 ENTIRE AGREEMENT

This Contract forms the entire agreement between the parties in relation to the Property and its purchase.

50.2 CONDITIONS NOT IN THE CONTRACT

Any promise, condition, representation, information or warranty relating to or leading up to the Contract Date provide or made by, or on behalf of the Vendor which is not expressly set out in this Contract is expressly negated and withdrawn.

51 Waiver

51.1 FAILURE TO EXERCISE POWER OR RIGHT

- (a) The failure, delay or omission by the Vendor to exercise any power or right under this contract does not operate as a waiver of that power or right.
- (b) The single or partial exercise by the Vendor of any power or right under this contract does not preclude any other or future exercise of that, or any other power or right, under this contract.

51.2 NO WAIVER OF THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations under this contract are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this contract.

51.3 WAIVER TO BE IN WRITING

Waiver of any power or right under this contract:

- (a) must be in writing by the party or their legal practitioner or conveyancer entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

52 General

52.1 SEVERABILITY

Any provisions of this Contract that is illegal or unenforceable must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract.

52.2 NON-MERGER

The conditions of this Contract that can take effect after the Completion Date will continue to be in force as long as necessary to give effect to it.

52.3 ACT IN GOOD FAITH

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the terms of this Contract in good faith, including but not limited to the execution of documents and taking any actions reasonably required to comply with the terms of this Contract in a timely manner.

53 Deposit

53.1 DEPOSIT

- (a) Notwithstanding any other provisions of this contract, if the Vendor agrees to accept a lesser amount as the deposit, the actual deposit amount remains 10% of the purchase price.
- (b) If the Vendor accepts a deposit that is less than 10% of the Purchaser Price and the contract is terminated by the Vendor, entitling the Vendor to the amount of deposit paid, the parties agree that the deposit that the Vendor is entitled to recover is 10% of the purchase price.

53.2 CASH DEPOSIT

Payment of the Deposit must be made by way of a cheque drawn on an authorised deposit-taking institution or by electronic funds transfer to the stakeholder under the contract. Unless otherwise agreed by the parties, the Deposit may not be paid in the form of cash.

53.3 NON-CASH DEPOSIT

- (a) The Deposit under the contract may be paid wholly or partly by way of Deposit Bond or Bank Guarantee (**Bond**) but only with the Vendor's prior written approval.
- (b) The Bond must be in a form that is satisfactory to the Vendor and must have an expiry date of at least 45 days after the Completion Date.
- (c) The Bond must be delivered to the Vendor's estate agent, legal practitioner or conveyancer in its original form within seven (7) days after the Contract Date.
- (d) Where Settlement is extended, resulting in the Bond expiring on a date that is within 45 days after the original Completion Date, the Purchaser must at its own cost and prior to the expiry of the Bond deliver a replacement on the same terms and conditions to the Vendor or make payment of the Deposit in the form of cash by way of cheque or electronic funds transfer in accordance with clause 53.1.
- (e) Where a Bond is used as Deposit, the Purchaser must pay the full amount secured by the Bond to the Vendor as the Vendor's legal practitioner or conveyancer may direct on Settlement.
- (f) Where the full amount secured by the Bond is paid by the Purchaser in the form of cash pursuant to clause 53.3(d) or (e), the Vendor must return the Bond in its original form to the Purchaser within a reasonable time thereafter.
- (g) The Vendor may claim on the Bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract or if this Contract comes to an end for any reason.

54 Cooling off extension

- 54.1 If this contract is subject to a cooling off period and the Purchaser requests for an extension of the time period allowed, the Purchaser agrees that the Purchaser will make an allowance in the sum of \$149 (excluding GST) in favour of the Vendor's solicitor for its fees incurred in arranging for the extension.
- 54.2 This sum shall become payable:
- (a) on Settlement if Settlement occurs; or
 - (b) upon rescission by the Purchaser whereby the Purchaser agrees by way of this clause that it authorises the Agent to release that sum to the Vendor's Solicitor out of the Deposit paid under the contract. If the monies held is not sufficient to pay for the Vendor's solicitor fees, the Purchaser agrees that it will pay the amount owing upon receipt of an invoice from the Vendor's solicitor.

55 Christmas and New year

- 55.1 Notwithstanding any other provisions of this Contract, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract will be set on 16 January of the following calendar year.
- 55.2 Neither party may issue a Notice to Complete on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract between the dates set out in clause 55.1.
- 55.3 The notice period for any Default Notice served prior to 20 December in any calendar year will not include the dates between 20 December to 15 January of the following year inclusive. Time will resume from 16 January onwards.
- 55.4 Neither party may make any objection, requisition or Claim for any compensation in respect of any matter referred to in this clause 55.

56 Release of deposit

- 56.1 The Purchaser agrees that at any time prior to Settlement, the Vendor may require the release of the whole or part of the Deposit to be applied towards the deposit, stamp duty or purchase price of another property that the Vendor is intending to purchase, in which case that amount shall be immediately released to the Vendor upon request.
- 56.2 The Vendor agrees that it can only exercise its rights under this clause after the contract has become unconditional on any condition precedent, including the Purchaser's cooling off right.

57 Limited and qualified title

- 57.1 In the event that the title of the property is Torrens Title:
- (a) subject to a limitation pursuant to section 28T(4) of the *Real Property Act 1900* which relates to the boundaries of the land; or
 - (b) contains a caution noted on title that the property may be a qualified title;
- the Purchaser agrees that it will not make any requisition, objection, delay completion or claim for compensation, require the Vendor to provide the abstract or prove prior old system title nor have any right of rescission in respect of the terms of this clause.

58 Auction Contract

If the Property is sold by public auction, the provisions of this clause shall apply:

- (a) the highest bidder is the Purchaser, subject to any reserve price;
- (b) the auctioneer is entitled to make one bid only on behalf of the Vendor;
- (c) before the auction, the auctioneer must announce that the auctioneer is permitted to make one bid on behalf of the Vendor;
- (d) the auctioneer must announce immediately before, or in the process of making the bid, that he/she is making a Vendor bid;
- (e) the auctioneer can refuse a bid that is not in the interest of the Vendor;
- (f) the auctioneer has no authority to accept a late bid (a bid after the fall of the hammer);
- (g) if there is a disputed bid, the auctioneer is the sole arbitrator and makes the final decision;
- (h) the successful Purchaser's name must be given to the auctioneer as soon as possible.

SCHEDULE 1

1 The Guarantors

The Guarantee is entered into by:

Name of first Guarantor (print)

Name of second Guarantor (print)

Address of first Guarantor (print)

Name of second Guarantor (print)

(Guarantors)

2 Guarantee and indemnity

IN CONSIDERATION of the Vendor selling to the Purchaser at their request the Property for the Price and upon the terms and conditions of this Contract for themselves and their respective executors and administrators, the Guarantors, **JOINTLY AND SEVERALLY**:

- (a) guarantee to the Vendor the due and punctual payment, performance and observance by the Purchaser of all its liabilities and obligations to the Vendor under or in connection with the contract whether monetary or non-monetary, present or future, actual or contingent **(Guaranteed Obligations)**.
- (b) as a separate and additional obligation, indemnify the Vendor against all Claims and Loss which the Vendor may incur or may become liable for as a result of any default by the Purchaser in the payment, performance, and observance of the Guaranteed Obligations or the Contract or any part of it being or becoming illegal, void, voidable or unenforceable.

3 Nature of the Guarantee

The Guarantors acknowledge that:

- (a) their obligations under this Guarantee are continuous, absolute, unconditional and irrevocable; and
- (b) their liability under this Guarantee extends to and will not be affected by any circumstance, act, omission or thing which, but for provision might otherwise affect it at law or in equity including:
 - i. the delay or failure by the Vendor to exercise any of its rights, powers or remedies conferred on it by law or this Contract;
 - ii. the grant to the Purchaser of any time, waiver or other indulgence or concession; or
 - iii. the occurrence of any other circumstance, act, omission or thing, regardless of whether we, the Guarantors, are aware of or consent to any of these matters.

4 Payment to Vendor

The Guarantors will pay any money payable under this Guarantee on demand to, or as directed by the Vendor.

SIGNED SEALED and DELIVERED by FIRST)
GUARANTOR in the presence of:)
)

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

SIGNED SEALED and DELIVERED by)
SECOND GUARANTOR in the presence of:)
)

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

EXECUTED BY THE GUARANTORS AS A DEED this day of 20

CERTIFICATE

Section 66W Conveyancing Act 1919

Definitions

Name of Vendor: MARK PAUL DOWTON and MARIANNA MILOSAVLJEVIC
"the Vendor"

Address of Property: 10, 3 Grainger Avenue, Ashfield NSW 2131
"the Property"

Name of Purchaser(s) or
Officer of the Company where
the Purchaser is a Corporation
"the Purchaser"

I,

certify as follows:

1. I am a **solicitor** currently admitted to practice in **the State of** _____;
2. I am giving this Certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to the Contract for Sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract;
3. I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which the Solicitor acting for the Vendor is a member or employee; and
4. I have explained to the Purchaser:
 - a. the effect of the Contract for Sale of the Property;
 - b. the nature of this Certificate; and
 - c. that the effect of giving this Certificate to the Vendor means there is no cooling off period in relation to the Contract for Sale.

Dated:

Signature of **solicitor**

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: MARK PAUL DOWTON and MARIANNA MILOSAVLJEVIC

Purchaser:

Property: 10, 3 Grainger Avenue, Ashfield NSW 2131

Dated:

Requisitions

Possession & Tenancies

1. Vacant possession must be given on Settlement unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3. The Agreement:
 - a. Is there a tenancy arrangement?
 - b. All relevant documentation/notices should be handed over on Settlement.
 - c. Please specify any existing breaches.
 - d. All rent should be paid up to or beyond the date of Settlement.
 - 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 should be handed over on Settlement.
4. Is the property affected by a protected tenancy?
5. Claims:
 - a. Has any party applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - b. Have any orders been made by the Consumer, Trader and Tenancy Tribunal?

Title

6. On Settlement, the vendor should be registered as proprietor, free from all encumbrances.
7. On/before Settlement, any mortgage/caveat must be discharged; otherwise an executed withdrawal is to be provided on Settlement.
8. Are there any current legal proceedings relating to the property?
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement?

Rates

11. All rates must be paid up to and including the date of Settlement.
12. Is the vendor liable to pay land tax, or is the property liable to be charged with land tax?

Survey & Building

13. Subject to the contract disclosures, there should be no encroachments or unapproved structures on the property.
14. Is the vendor in possession of a survey report?
15. Council Requirements:
 - a. Have the Local Government Act, the Environmental Planning and Assessment Act been complied with?
 - b. Is there anything that could justify the making of an upgrading or demolition order?
 - c. Has the vendor a Final Occupation Certificate?
 - d. In respect of any residential building work carried out on your unit in the last 7 years:
 - i. What was the building work?
 - ii. When was the building work completed?
 - iii. Please provide documents stating the builder's name and licence number;
 - iv. please provide insurance Certificate.
16. Has the vendor or the Owners Corporation entered an agreement with Council concerning any development on the property?
17. If a swimming pool is on the common property:
 - a. when did construction of the swimming pool commence?
 - b. is the swimming pool surrounded by a barrier?
 - c. if the swimming pool has been approved?
 - d. are there any outstanding notices or orders?
18. Boundaries:
 - a. are there any party walls?
 - b. Is the vendor aware of any dispute regarding boundary, dividing fences or party walls?
 - c. Has the vendor received any notice, claim or proceedings regarding the boundary or fence?

Affections, Notices and Claims

19. In respect of the property and the common property:
 - a. Is the vendor aware of any rights, licences, easements, or restrictions other than disclosed in the Contract?
 - b. Has any claim been made by any person to close, obstruct or limit access?
 - c. Is the vendor aware of:

- i. any road, drain, sewer or storm water channel which intersects/runs through the land?
- ii. any public right of way or other easement over any part of the land?
- iii. any latent defects in the property?
- d. Has the vendor any notice or knowledge of the following:
 - i. acquisition of the land by Council?
 - ii. any notice requiring work to be done on any footpath or road adjoining?
 - iii. any work done/intended the cost of which might be recoverable from the purchaser?
 - iv. any sum due to any local or public authority?
 - v. any realignment or proposed realignment of any road adjoining the property?
 - vi. any contamination?

Owners Corporation Management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. Have any applications been made to Adjudicators/Tribunal to make orders to settle disputes relating to the operation/management of the Stata Scheme?
- 23. Do any 'special expenses' (see clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 24. If the vendor is a trustee, evidence should be produced to establish the trustee's power

Requisitions & Transfer

- 25. If a document is executed pursuant to a power of attorney, then at least 7 days prior to Settlement a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has the title deeds the Certificate Authentication Code must be provided 7 days prior to Settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless advised it will be assumed that replies to these requisitions remain unchanged as at Settlement date.



FOLIO: 10/SP2171

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/5/2025	4:48 PM	10	14/11/2018

LAND

LOT 10 IN STRATA PLAN 2171
AT ASHFIELD
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

MARK PAUL DOWTON
MARIANNA MILOSAVLJEVIC
AS JOINT TENANTS (T AN855412)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP2171
- 2 AN855413 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP2171

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/5/2025	4:49 PM	3	27/2/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 2171
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ASHFIELD
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP2171

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 2171
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- PRISTINE LIVING MANAGEMENT PTY LTD
SUITE 207/43 MAJORS BAY ROAD
CONCORD
NSW 2137

SECOND SCHEDULE (4 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 8064985 CHANGE OF BY-LAWS
- 4 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1029)

STRATA PLAN 2171

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 42	2	- 45	3	- 42	4	- 42
5	- 42	6	- SP3259	7	- 45	8	- 39
9	- 42	10	- 45	11	- 45	12	- 39
13	- 42	14	- 42	15	- 42	16	- 39
17	- 42	18	- 48	19	- 45	20	- 39
21	- 42	22	- 45	23	- 48	24	- 39

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP2171

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1029) (CONTINUED)

STRATA PLAN 2171

LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----

STRATA PLAN 3259

LOT	ENT	LOT	ENT
25 - 45		26 - 3	

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

79590: S-CX-MIL43-79590 (LEAD

PRINTED ON 26/5/2025

* 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.

- a) State if whole or part.
- b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises^(a) *whole* of^(b) *Lot 1 in M.P.S.(R.P.) 104404*

STRATA PLAN 2171



Reference to Title Vol. *7714* Fol. *7*

Mun./Shire/City *Ashfield*

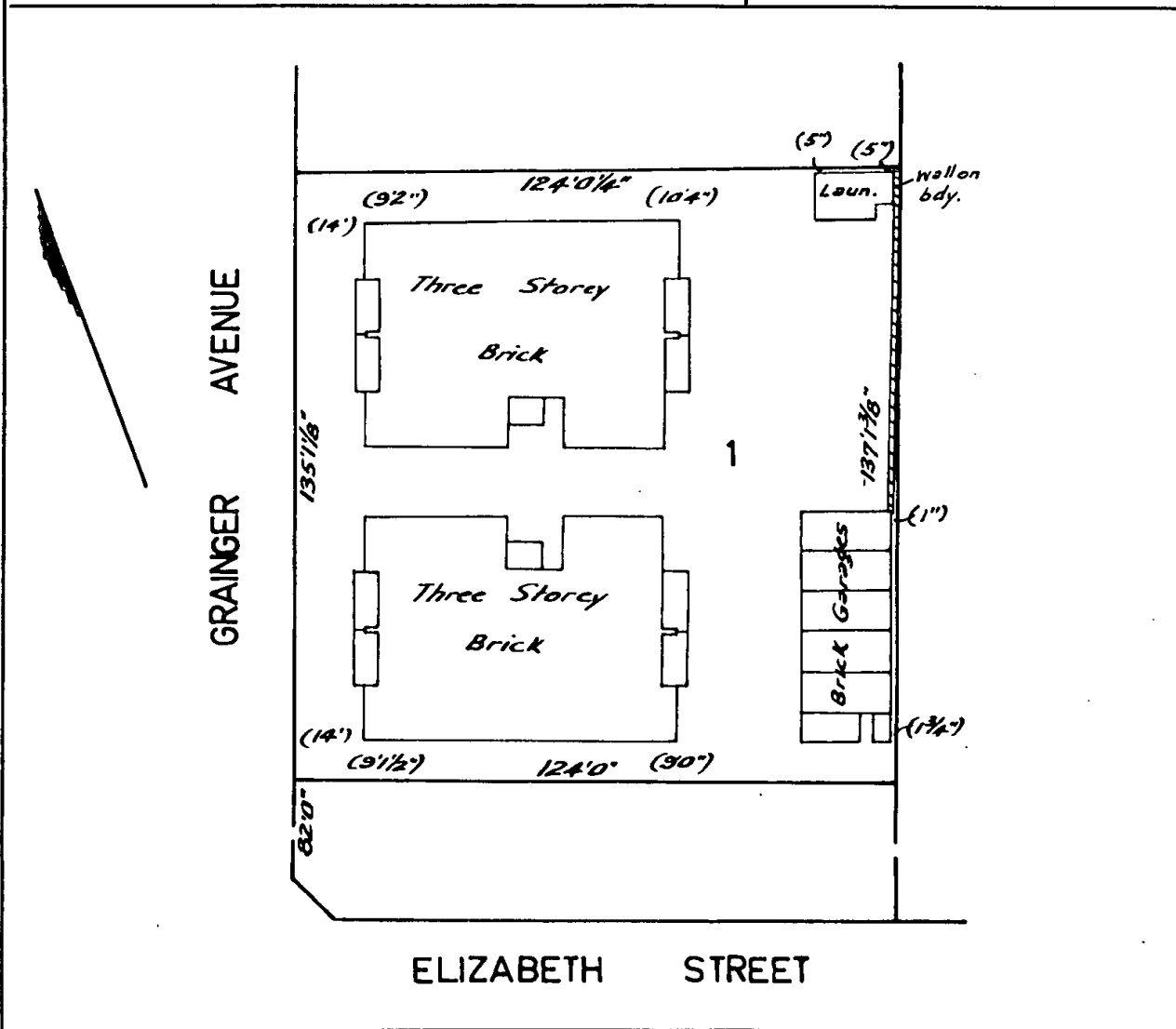
Locality *Ashfield*

Parish *Concord* County *Cumberland*

Scale *30' to an inch*

Registered: *July 9. 6. 66.*
 C.A.: S/T 4/1966 of 22-4-1966
 Ref Map: Ashfield Roll 3
 Last Plan: M.P.S. (R.P.) 104404

External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.



(c) Additional lots should be shown in an annexure.

(d) Delete if inappropriate.

Schedule of Unit Entitlement ^(c)		OFFICE USE ONLY	
		Current C's of T.	
Lot No.	Unit Entitlement	Vol.	Fol.
<i>See Sheet 2</i>			
<i>AGGREGATE</i>			

I, *Stanley Richmond Ross Shepherd*
 of *160 Castlereagh St. Sydney.*
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel^(d) subject to clause (2) of this certificate:

(d)(2) eaves or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.

Dated *14th January 1966*
 Signature *[Signature]*


Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date *22nd April, 1966*
 Subdivision No. *S/T. 4/1966*
[Signature]
 Council Clerk

The address for service of notices on the body corporate is:— *'Golden Gate' N°3 Grainger Avenue, Ashfield*

STRATA PLAN No. 2171

Schedule of Unit Entitlement		Office Use Only	
Lot No.	Unit Entitlement	Current Cs. of T.	
		Vol.	Fol
1	42	10336-	55
2	45	10336-	56
3	42	10336-	57
4	42	10336-	58
5	42	10336-	59
6	48	Strata Plan 3259 10336-60	
7	45	10336-	61
8	39	10336-	62
9	42	10336-	63
10	45	10336-	64
11	45	10336-	65
12	39	10336-	66
13	42	10336-	67
14	42	10336-	68
15	42	10336-	69
16	39	10336-	70
17	42	10336-	71
18	48	10336-	72
19	45	10336-	73
20	39	10336-	74
21	42	10336-	75
22	45	10336-	76
23	48	10336-	77
24	39	10336-	78
AGGREGATE		1029	✓

 CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

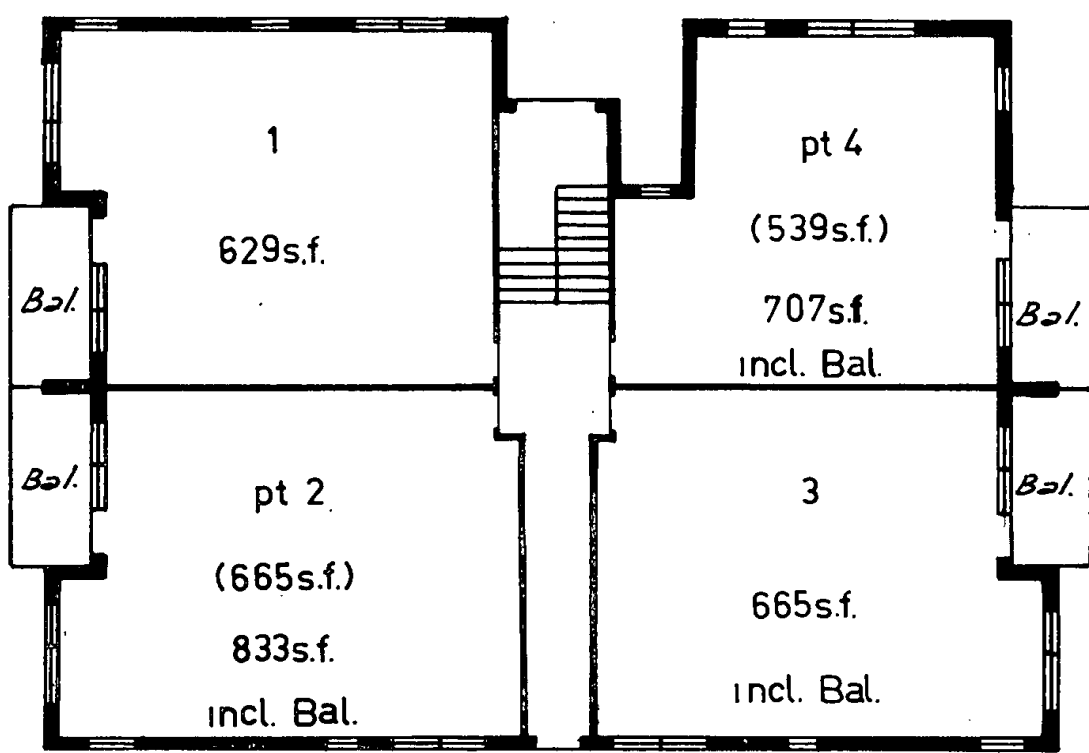
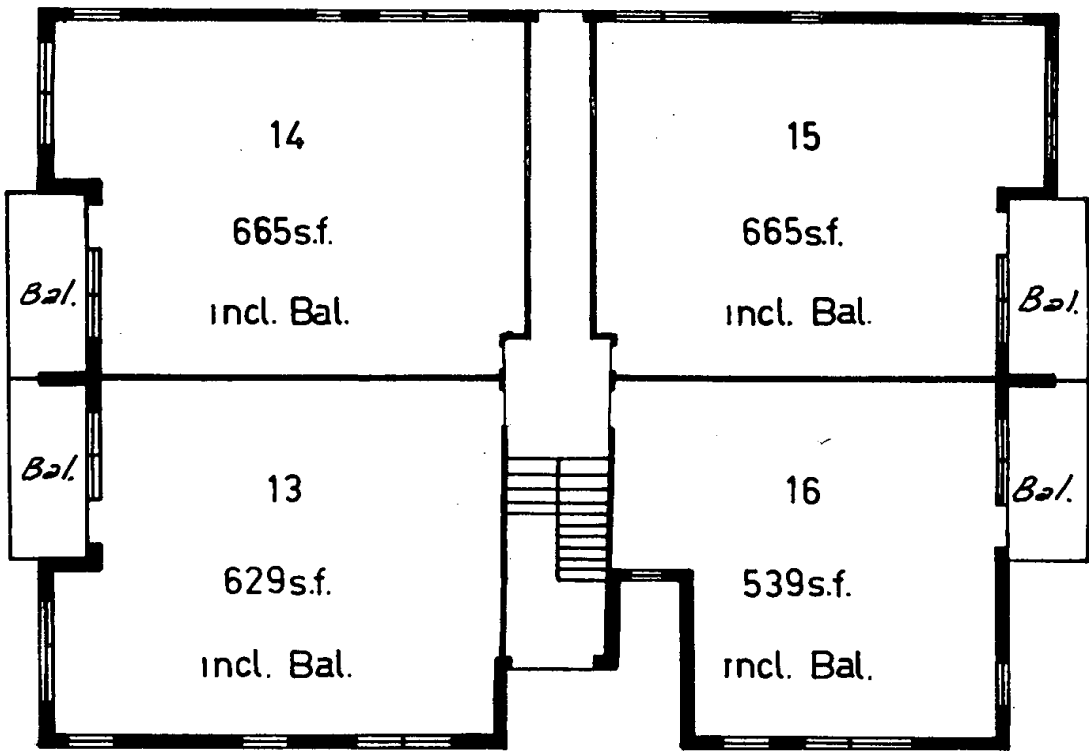
STRATA PLAN 2171

FEET INCHES	METRES
- 1	0.025
- 1 3/4	0.045
- 5	0.125
9 -	2.745
9 1 1/2	2.78
9 2	2.795
10 4	3.15
14 -	4.265
82 -	24.995
124 -	37.795
124 0 1/4	37.8
135 1 1/8	41.175
137 1 3/8	41.79

SQ FT	SQ M
168	15.6
539	50.1
629	58.4
665	61.8
707	65.7
711	66.1
833	77.4
879	81.7


 Council Clerk.

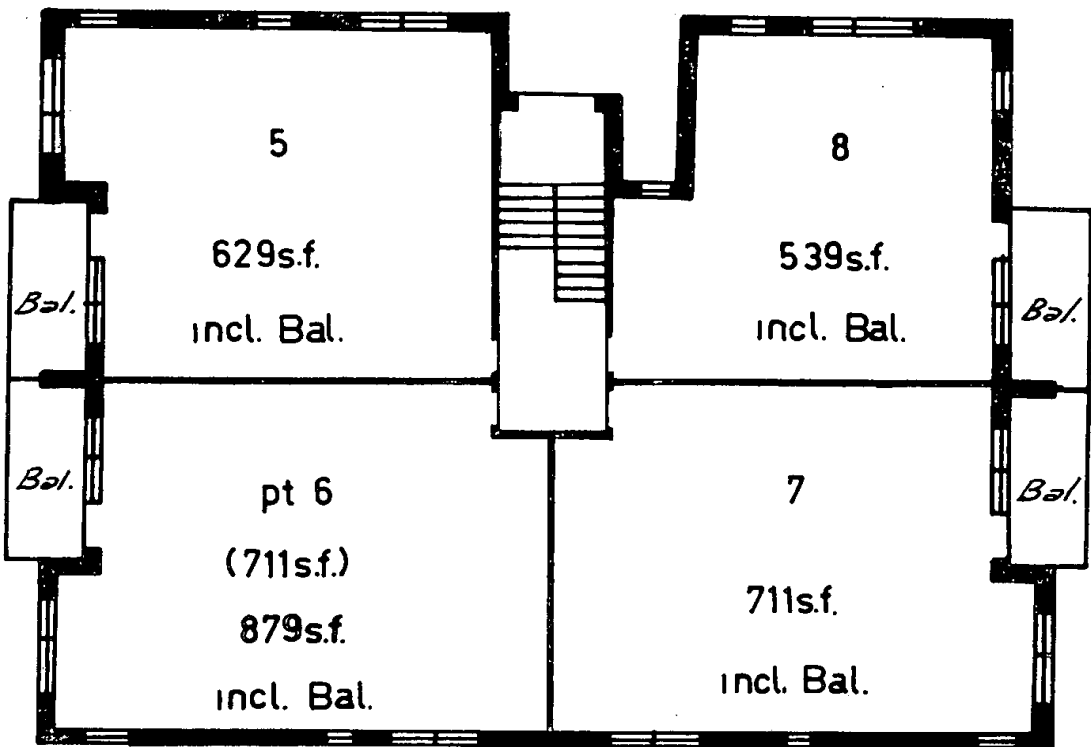
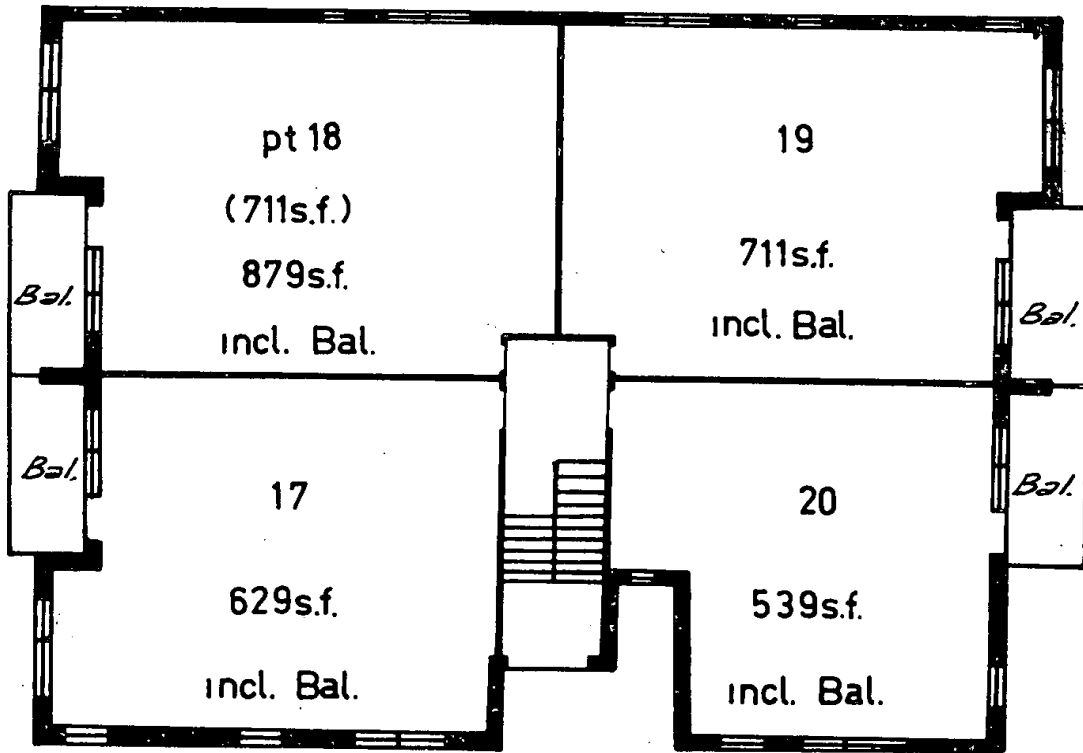
STRATA PLAN No. 2171
GROUND FLOOR



10' = 1"

[Signature]
Council Clerk.

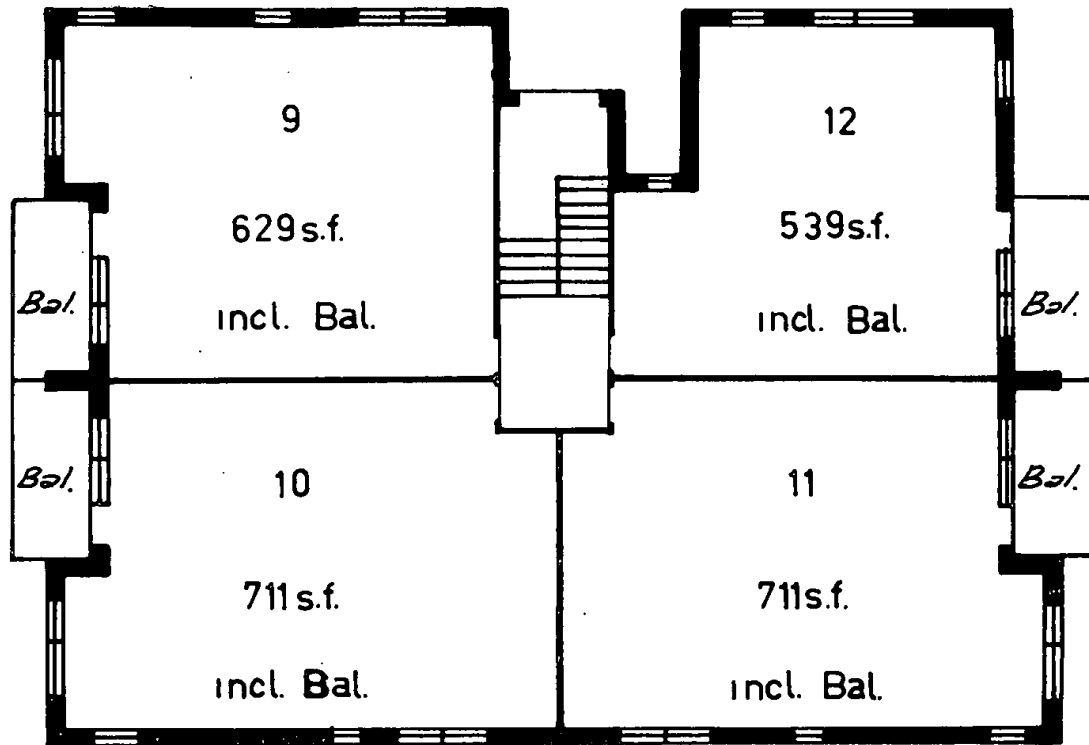
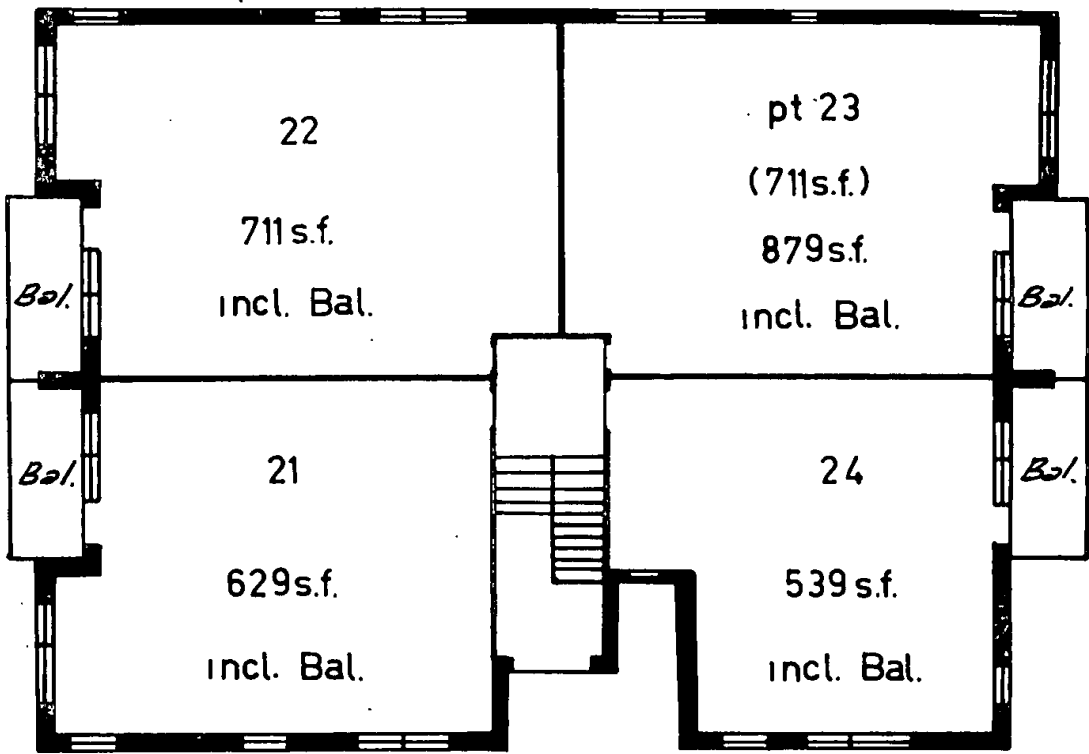
STRATA PLAN No. 2171
FIRST FLOOR



Plans are in order

[Signature]
Council Clerk.

STRATA PLAN No. 2171
SECOND FLOOR



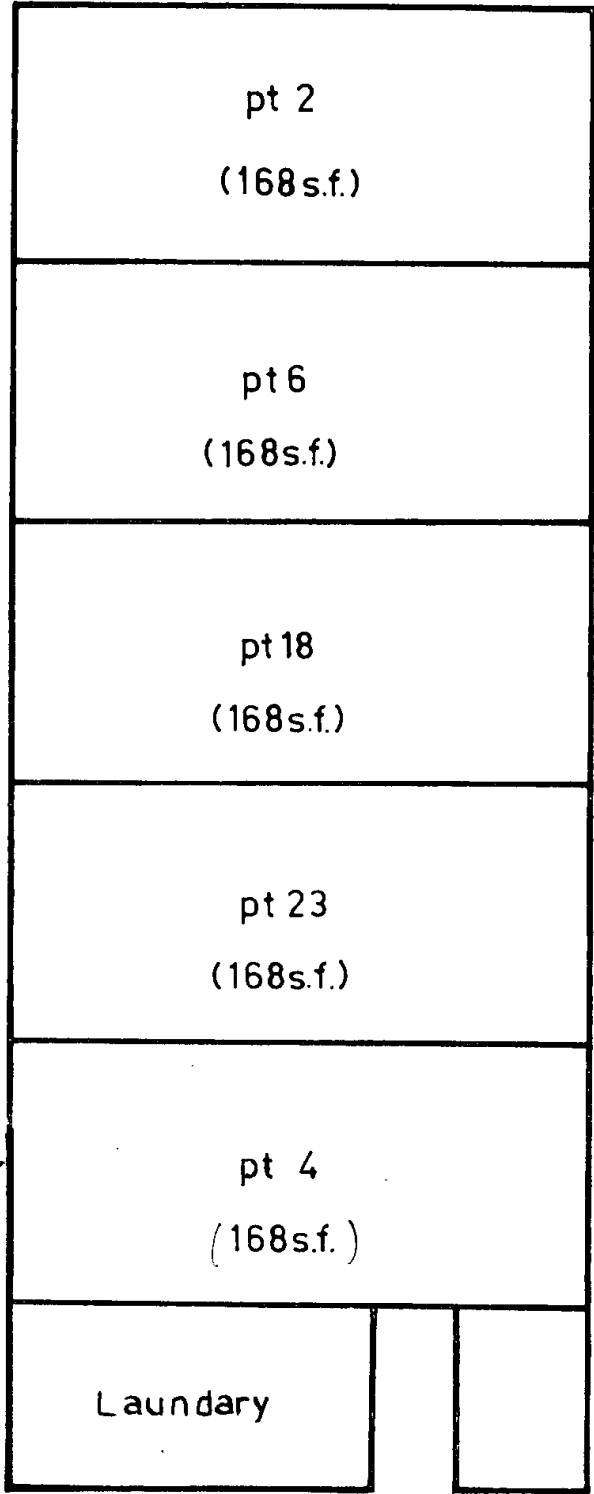
read all in order

SA [Signature]
Council Clerk.

STRATA PLAN No. 2171

GROUND FLOOR

GARAGES



5'1" Road etc in Strata

[Handwritten Signature]
Council Clerk.

Form: 97-15CB
Licence: 10V/0779/97
Edition: 9804

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



8064985M

(A) **TORRENS TITLE** For the common property: STRATA PLAN NO. 2171

(B) LODGED BY	LTO Box <i>1W</i>	Name Address or DX and Telephone C/- SOMERVILLE FIRST NATIONAL REAL ESTATE DX 21219 ASHFIELD Reference (optional):	CODE CB
		PH: 9797 0777	

(C) The Owners-Strata Plan No. 2171 certify that pursuant to a resolution passed on 18th August 2001 and in accordance with the provisions of-

- (D) • ~~section 54 of the Community Land Management Act 1994~~
- section _____ of the Strata Schemes (Freehold Development) Act 1973
- section 49 of the Strata Schemes Management Act 1996
- ~~order No _____ of the Strata Schemes Adjudicator~~
- ~~order No _____ of the Strata Schemes Board~~

the by-laws are changed as follows-

(E) Repealed by-law No
Added by-law No. SPECIAL BY-LAW NO. 1
Amended by-law No
as fully set out below.

REFER TO ANNEXURE (A)

(F) The common seal of the Owners-Strata Plan No. 2171 was affixed on *25/10/01* in the presence of-
Names: Managing Agent, J. A. Somerville Pty Ltd
Signatures: Assistant Strata Manager, Amy Martin



Amy Martin

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

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ Council has approved the change of by-laws set out herein.
Signature of authorised officer:

All handwriting must be in block capitals.
A set of notes on this form (97-15CB-2)
is available from the Land Titles Office.

Checked by (LTO use):

2

ANNEXURE (A)
STRATA PLAN: 2171
3 & 3A GRAINGER AVENUE, ASHFIELD

REGISTRATION OF SPECIAL BY-LAW NO. 1

SPECIAL BY-LAW NO. 1

- (a) An owner or occupier must not, nor permit any other person within their control, to alter, relocate, paint over, interfere or tamper with any part of fire safety services of the building (whether located within a lot or on common property) without the prior written consent of the Owners Corporation.
- (b) The consent of the owners corporation under clause (a) may be withheld unless that owner or occupier provides to the owners corporation (at the owner or occupier's expense) written confirmation from the relevant fire safety service contractor engaged by the owners corporation from time to time that:
 - (i) the proposed change will comply with the required standard applicable to the fire safety services; and
 - (ii) the contractor will certify compliance of the fire safety services as so altered.
- (c) Without limitation, no owner or occupier may, nor permit anyone to, change or install any door hardware (including any lock, handle, peep hole, door closer) to the fire door to the lot without the prior written consent of the owners corporation unless consent is first obtained under clause (a) but the coding of any lock may be altered without the need for prior consent.
- (d) In the event that any part of the compliance of fire safety services is affected in any way by any change made without consent under this by-law, then the owner from time to time of the relevant lot will be responsible for reimbursing the owners corporation for the full cost of rectifying the non-compliance and this cost may be recovered from the owner as a debt.

The Owners Corporation is entitled to access to the relevant lot (by force if necessary) to rectify any non compliance with the fire safety services on giving 24 hours written notice to the occupier, which may be served by leaving the notice under the front door of that lot.



Ang minter



New South Wales Consolidated Regulations

[\[Index\]](#) [\[Table\]](#) [\[Search\]](#) [\[Search this Regulation\]](#) [\[Notes\]](#) [\[Noteup\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Download\]](#) [\[Help\]](#)

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

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

(Clause 35)

1 Noise

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

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

2 Vehicles

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

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

3 Obstruction of common property

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

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not--

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

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

5 Damage to common property

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

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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

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

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

6 Behaviour of owners and occupiers

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

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

7 Children playing on common property in building

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

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

8 Behaviour of invitees

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

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

9 Depositing rubbish and other material on common property

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

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

10 Drying of laundry items

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

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

11 Cleaning windows and doors

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

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

12 Storage of inflammable liquids and other substances and materials

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

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

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

13 Moving furniture and other objects on or through common property

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

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

14 Floor coverings

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

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

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

15 Garbage disposal

An owner or occupier of a lot--

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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

16 Keeping of animals

(1) Subject to [section 157](#) of the [Strata Schemes Management Act 2015](#), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

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

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

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

18 Notice board

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

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

19 Change in use of lot to be notified

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

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New South Wales Repealed Acts

[\[Index\]](#) [\[Table\]](#) [\[Search\]](#) [\[Search this Act\]](#) [\[Notes\]](#) [\[Noteup\]](#) [\[Previous\]](#) [\[Download\]](#) [\[History\]](#) [\[Help\]](#)

This legislation has been repealed.

STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 - SCHEDULE 4

SCHEDULE 4 – Transitional and savings provisions

[\(Section 160\)](#)

Part 1A - General

1 Regulations

- (1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of any Act that amends this Act.
- (2) Any such provision may, if the [regulations](#) so provide, take effect from the date of assent to the Act concerned or a later date.
- (3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication on the NSW legislation website, the provision does not operate so as:
 - (a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or
 - (b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

Part 1 - Provisions relating to repeal of the former Act

1 Definitions

(1) In this Schedule, except in so far as the context or subject-matter otherwise indicates or requires:

"**appointed day**" means the day appointed and notified under [section 2](#).

"**former Act**" means the *Conveyancing (Strata Titles) Act 1961* .

"**former by-law**" means a by-law within the meaning of the former Act as that by-law was in force immediately before the appointed day.

"**former common property**" means so much of a former [parcel](#) as, immediately before the appointed day, was not comprised in any former lot.

"**former lot**" means a lot under the former Act as it existed immediately before the appointed day.

"**former parcel**" means land which, immediately before the appointed day, comprised the

former lots and the former [common property](#) the subject of a former [strata scheme](#).

"**former proprietor**" means a person who, immediately before the appointed day, was a [proprietor](#), within the meaning of the former Act, of a former lot.

"**former strata scheme**" means:

(a) the manner of division, immediately before the appointed day, of a former [parcel](#) into former lots or into former lots and former [common property](#) and the manner of allocation, immediately before that day, of [unit entitlements](#) under the former Act among the former lots, and

(b) the rights and obligations, between themselves, immediately before the appointed day, of former [proprietors](#), other persons having property interests in or occupying former lots and the [body corporate](#),

as conferred or imposed by the former Act or by anything done under the authority of the former Act or the [Real Property Act 1900](#).

(2) For the purposes of the application of any provision of this Act to or in respect of a scheme to which the provisions of this Act apply by reason of [clause 6](#):

(a) the [initial period](#) in relation to the [body corporate](#) for that scheme shall be deemed to have expired if on the appointed day the [original proprietor](#) within the meaning of paragraph (c) is not the [proprietor](#) of any lots the subject of that scheme or is the [proprietor](#) of lots the subject of that scheme the sum of whose [unit entitlements](#) is less than two-thirds of the [aggregate unit entitlement](#),

(b) except where the [initial period](#) in relation to the [body corporate](#) for that scheme has, under paragraph (a), expired, a reference to the [initial period](#) in relation to that [body corporate](#) is a reference to the period commencing on the appointed day and ending on the day on which there are [proprietors](#) of lots the subject of that scheme (other than the [original proprietor](#) within the meaning of paragraph (c)) the sum of whose [unit entitlements](#) is at least one-third of the [aggregate unit entitlement](#), and

(c) a reference to an [original proprietor](#), in relation to that scheme, is a reference to the person by whom the [parcel](#) (being the [parcel](#) comprised in the strata plan, within the meaning of the former Act, the registration of which under the former Act initiated the scheme to which the provisions of this Act apply by reason of [clause 6](#)) was held in fee simple or under a perpetual lease from the Crown at the time of that registration.

(3) The express application of any provision of this Act (whether unamended or deemed to be amended) by any provision of this Schedule to or in respect of any act, matter or thing referred to in this Schedule shall not, except in so far as a contrary intention appears, be construed as preventing or limiting the application of any other provision of this Act to that or any other act, matter or thing.

(4) Where any provision of this Act is deemed to be amended by this Schedule by inserting in that provision any words, those words shall be construed as if they were contained in this Schedule.

2 Registration of unregistered former strata plans

(1) Notwithstanding [section 8](#) or [9](#), a strata plan, or a strata plan of resubdivision, within the meaning of the former Act, may be [registered](#) as a strata plan or as a strata plan of subdivision, as the case may be, but shall not be so [registered](#) unless:

(a) it illustrates a division of a [building](#) into different parts,

(b) the requirements of the former Act have been or are complied with in so far as those requirements relate to the registration of a strata plan, or a strata plan of resubdivision, as the case may be, and

(c) except in the case of such a strata plan of resubdivision, the certificate referred to in section 4 (3) (b) of the former Act states that the approval given under Part 11 of the [Local Government Act 1919](#) by the [local council](#) to the erection of that [building](#) was given not earlier than two years before the appointed day.

(2) Without limiting the generality of subclause (1) (b), for the purpose of enabling a person to comply, as referred to in subclause (1) (b), with the requirements of the former Act, the provisions of section 20 (subsection (4) (a), (c), (d), (e), (f) and (g) excepted) of the former Act apply to and in respect of an application for a certificate referred to in section 4 (3) (b) of the former Act relating to the proposed subdivision illustrated by a strata plan or strata plan of resubdivision referred to in subclause (1), as if the former Act had not been repealed.

(3) Where a plan is [registered](#) under subclause (1), the land comprised in the plan shall be deemed to have been subdivided under this Act into lots or into lots and [common property](#) in the same manner as that land would have been subdivided if that plan had been [registered](#) under the former Act, except that:

(a) where a boundary of any such lot would, if that plan had been validly [registered](#) under the former Act, have been, under section 4 (2) of the former Act, the centre of a [floor](#), [wall](#) or ceiling, that boundary shall upon the registration of the plan and until it is altered in accordance with this Act be the upper surface of that [floor](#), the inner surface of that [wall](#) or the under surface of that ceiling, as the case may be, and

(b) where a boundary of any lot is adjusted under paragraph (a), the boundaries of the [common property](#) are adjusted reciprocally,

and any such lots or [common property](#) shall, for the purposes of this Act, be deemed to be lots or [common property](#), or to be lots or [common property](#) with boundaries adjusted as referred to in paragraph (a) or (b), as the case may be.

(4) A lot created by the registration of a plan under subclause (1) does not include any [structural cubic space](#) unless that [structural cubic space](#) was stipulated in that plan as forming part of that lot.

(5) For the purposes of the registration of a plan under subclause (1), the reference in:

(a) [section 10](#) (1) to a plan illustrating a proposed subdivision referred to in [section 5](#) (7) (a) shall be construed as a reference to a strata plan of resubdivision within the meaning of [section 20](#) (4) of the former Act,

(b) [section 10](#) (2) and (3) to subsection (1) shall be construed as a reference to subsection (1) construed in accordance with paragraph (a),

(c) [section 38](#) (2) (a) to a certificate of approval under [section 37](#) (1) (3) or (4) shall be construed as a reference to a certificate issued under [section 20](#) (2) of the former Act,

(d) [section 39](#) (1) to any certificate of approval issued under [section 37](#) shall be construed as a reference to any certificate issued under [section 20](#) (2) of the former Act, and

(e) [section 39](#) (2), (3) and (4) to subsection (1) shall be construed as a reference to [section 39](#) (1) construed in accordance with paragraph (d).

(6) Where, under any provision of this Act, any act, matter or thing depends on or results from (either directly or indirectly) the registration of a strata plan, that provision operates in relation to the registration of a plan under subclause (1) in the same way as it operates in relation to the registration of a strata plan.

(7) Subject to this [clause](#), a reference in this Act to a strata plan or a strata plan of subdivision includes a reference to a plan [registered](#) under subclause (1) as a strata plan or a strata plan of subdivision, as the case may be.

(8) The address endorsed, as referred to in section 4 (1) (g) of the former Act, upon a plan [registered](#) under subclause (1) shall, for the purposes of this Act, be deemed to be the address for the service of notices on the [body corporate](#) concerned until that address is altered in accordance with this Act.

(9) The schedule endorsed, as referred to in [section 18](#) of the former Act, upon a plan (not being a strata plan of resubdivision within the meaning of section 20 (4) of the former Act) [registered](#) under subclause (1) shall, for the purposes of this Act, be deemed to be the schedule referred to in section 8 (1) (d).

(10) [Section 41](#) (5) does not apply to or in respect of the registration of a plan under subclause (1).

(11) A reference to a lot shown in a plan capable of being [registered](#) under subclause (1) made in any instrument executed before the registration of that plan under subclause (1) (being an instrument relating to the sale or other disposition of an estate or interest in the lot so shown) shall, on and after the registration of that plan, be construed as a reference to the lot which corresponds to the lot so shown.

3 Former lots and former [common property](#) to be derived lots and derived [common property](#)

(1) Where immediately before the appointed day:

(a) a former lot had any boundary that under section 4 (2) of the former Act was the centre of a [floor](#), [wall](#) or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having, subject to subclause (2), as its boundaries:

(i) instead of any boundary that was the centre of a [floor](#), [wall](#) or ceiling, the upper surface of that [floor](#), the inner surface of that [wall](#) or the under surface of that ceiling, as the case may be, and

(ii) except as provided by subparagraph (i), the same boundaries as that former lot, and

(b) a former lot had no boundary that under section 4 (2) of the former Act was the centre of a [floor](#), [wall](#) or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having as its boundaries the same boundaries as that former lot.

(2) A derived lot does not include any [structural cubic space](#) unless that [structural cubic space](#) was stipulated, in the relevant strata plan or strata plan of resubdivision, as forming part of the former lot to which that derived lot corresponds.

(3) On the appointed day, former [common property](#) becomes, for the purposes of this Schedule, derived [common property](#) corresponding to that former [common property](#) but has as its boundaries:

(a) where any derived lot has any of its boundaries ascertained in accordance with subclause (1) (a) (i) or (b), boundaries adjusted reciprocally, and

(b) except as provided by paragraph (a), the same boundaries as that former [common property](#).

(4) A reference to a former lot made in any instrument executed before the appointed day (being an instrument relating to the sale or other disposition of an estate or interest in that former lot) shall, on and after that day, be construed as a reference to the derived lot which corresponds to that former lot.

4 Continuation of bodies corporate

A [body corporate](#), constituted under the former Act, in relation to a former [strata scheme](#):

(a) shall continue notwithstanding the repeal of the former Act,

(b) shall, on the appointed day, be deemed to be the [body corporate](#) constituted under section 54 (1) in respect of the scheme that corresponds to that former [strata scheme](#) and to which the provisions of this Act apply by reason of [clause](#) 6, and

(c) notwithstanding section 54 (1), shall have as its corporate name its corporate name under the former Act.

5 Continuation of estates or interests in former lots and former [common property](#) and rights in former [common property](#)

A person who, immediately before the appointed day:

(a) had an estate or interest in a former lot, has on that day the same estate or interest in the derived lot which corresponds to that former lot, or

(b) had an estate or interest (not being a right or special privilege referred to in [clause](#) 15) in former [common property](#), has, subject to [clause](#) 7 (1), on that day the same estate or interest in the derived [common property](#) which corresponds to that former [common property](#).

6 Application of Act to former [strata schemes](#), former [parcels](#), derived lots and derived [common property](#)

Subject to this Schedule, the provisions of this Act shall, on and from the appointed day, apply to and in respect of:

(a) a former [strata scheme](#) as if it were a [strata scheme](#),

(b) a former [parcel](#) as if it were a [parcel](#),

(c) a derived lot as if it were a lot, and

(d) derived [common property](#) as if it were [common property](#).

7 Vesting of derived [common property](#) in [body corporate](#)

(1) On the appointed day, derived [common property](#) is divested from the former [proprietors](#) by whom it was, immediately before that day, held as referred to in [section](#) 9 (1) of the former Act and, subject to section 20, vests in the [body corporate](#) for the estate or interest therein of those former [proprietors](#) evidenced by the Register immediately before that day.

(2) The Registrar-General shall, on the appointed day, issue in the name of any [body corporate](#) in which any derived [common property](#) vests under subsection (1) a certificate of title for that derived [common property](#).

(3) For the purpose only of the making of the recordings referred to in [section 23](#) (2) on a certificate of title issued under subclause (2), [section 23](#) (2) shall be construed as if the reference in:

(a) [section 23](#) (2) (b) to the address for service of notices on the [body corporate](#) were a reference to such an address shown on the strata plan, within the meaning of the former Act, upon the registration, under the former Act, of which the [body corporate](#) concerned was constituted or on a later or the latest amendment of that strata plan,

(b) [section 23](#) (2) (c) to the [schedule of unit entitlement](#) in force in respect of the [strata scheme](#) concerned were, subject to subclauses (4) and (5), a reference to a schedule specifying the respective [unit entitlements](#) of the lots the subject of the [strata scheme](#) concerned, being the [unit entitlements](#) as in force under the former Act immediately before the appointed day, and

(c) [section 23](#) (2) (d) to any easement or restriction therein referred to were a reference to any such easement or restriction noted on the strata plan referred to in paragraph (a).

(4) Before recording a schedule on a certificate of title in accordance with [section 23](#) (2) (c) construed in accordance with subclause (3) (b), the Registrar-General, if the [unit entitlement](#) for every derived lot to be specified in the schedule is divisible by a whole number so as to produce as the quotient a whole number, may record on that certificate of title as the [schedule of unit entitlement](#) a schedule:

(a) allocating to each of those derived lots the quotient obtained by making that division in respect of each such lot, and

(b) specifying as the [aggregate unit entitlement](#) the sum of the quotients so allocated in respect of all of those derived lots.

(5) Where:

(a) under the former Act one or more former lots was or were resubdivided as referred to in section 20 (4) of the former Act, and

(b) the aggregate of the [unit entitlements](#) of the lots created by the strata plan of resubdivision which effected that resubdivision is not equal to the [unit entitlement](#) of the lot, or to the aggregate of the [unit entitlements](#) of lots, which was or were so resubdivided,

the Registrar-General, when issuing a certificate of title comprising [common property](#) the subject of the former [strata scheme](#) concerned, shall record thereon as the [schedule of unit entitlement](#) a schedule:

(c) allocating to each derived lot that corresponds to a former lot the subject of that former [strata scheme](#) a [unit entitlement](#), expressed as a whole number, which bears to the [aggregate unit entitlement](#) the same proportion as the [unit entitlement](#) under the former Act of that former lot bore, immediately before the appointed day, to the aggregate of the [unit entitlements](#) under the former Act of all the former lots which, immediately before that day, were the subject of that former [strata scheme](#), and

(d) specifying as the [aggregate unit entitlement](#) the sum of the [unit entitlements](#) so allocated in respect of all of those derived lots.

(6) The address recorded on a certificate of title in accordance with [section 23](#) (2) (b) construed in accordance with subclause (3) (a) for service of notices on a [body corporate](#) shall, for the purposes of, but subject to, this Act, be the address for service of notices on that [body corporate](#) as continued by the operation of [clause 4](#).

(7) The schedule recorded on a certificate of title in accordance with [section 23](#) (2) (c) construed in accordance with subclause (3) (b) or recorded on a certificate of title in accordance with subclause (4) or (5) shall, for the purposes of, but subject to, this Act, be the [schedule of unit entitlement](#) in relation to the [strata scheme](#) which corresponds to the former [strata scheme](#) concerned.

(8) The [unit entitlement](#), as shown on the schedule referred to in subclause (7), of a derived lot shall, for the purposes of, but subject to, this Act be the [unit entitlement](#) of that derived lot.

(9) [Section 49](#) (3) does not apply where the Registrar-General records a [schedule of unit entitlement](#) under this [clause](#) on a folio of the Register comprising [common property](#), unless the recording was made in accordance with subclause (4) or (5).

(10) The certificate of title and the folio of the Register for a former lot shall respectively be deemed to be the certificate of title and the folio of the Register for the derived lot corresponding to that former lot and any recording made on that certificate of title or folio in relation to the derived [common property](#) shall, for the purposes of [section 42](#) (a) of the [Real Property Act 1900](#), be deemed to be excluded therefrom.

(11) The partial cancellation of a certificate of title for a derived lot made for the purpose of excluding the recording referred to in subclause (10) shall be deemed not to be a partial cancellation of that certificate of title for the purposes of the [Real Property Act 1900](#).

8 Modification of section 22 in relation to former [strata schemes](#)

[Section 22](#) applies to and in respect of a scheme to which the provisions of this Act apply by reason of [clause 6](#) but, for the purposes only of that application, shall be deemed to be amended:

(a) by omitting from subsection (1) the words "no part of a parcel is common property the Registrar-General shall, upon registration of a strata plan" and by inserting instead the words "immediately before the appointed day no part of a former parcel was common property, the Registrar-General shall, upon that day",

(b) by omitting from subsection (1) (b) the word "plan" and by inserting instead the word "scheme",

(c) by omitting from subsection (2) the words "the registration of a strata plan" and by inserting instead the words "the appointed day",

(d) by omitting from subsection (2) (a) the words "[section 18](#) (2) or subsection (5), as the case may be" and by inserting instead the words "clause 7 (2) of Schedule 4", and

(e) by inserting in subsections (3) and (4) after the matter "(1)" wherever occurring the words ", as deemed to be amended by clause 8 (a) and (b) of Schedule 4,".

9 Modification of section 23 (3) in relation to former lots

[Section 23](#) (3) shall apply to and in respect of a certificate of title issued under [clause 7](#) (2) but, for the purposes only of that application, shall be deemed to be amended:

(a) by omitting the word "not",

(b) by omitting the words "on the folio of the Register comprising a lot the subject of the strata scheme concerned but shall record the easement or restriction", and

(c) by omitting the words "any such lot" and by inserting instead the words "any lot the subject of the strata scheme concerned".

10 Registration of transfers or leases of derived [common property](#) registrable under section 10 of former Act

(1) Where a transfer or lease of any [common property](#) under the former Act:

(a) would under [section 10](#) of the former Act have been registrable under the [Real Property Act 1900](#) had this Act not been enacted but had not, before the appointed day, been [registered](#) under that Act, and

(b) was executed pursuant to an agreement entered into by the [body corporate](#) before the appointed day,

that transfer or lease, upon its lodgment in the office of the Registrar-General, shall be dealt with under [section 25](#) (4) as if it were a dealing referred to in [section 25](#) (1).

(2) For the purposes of [section 25](#) (3), a lease referred to in subclause (1) shall be deemed to have been granted under [section 25](#) (1).

11 General meetings of certain continued bodies corporate

(1) Where, in relation to a [body corporate](#) continued by the operation of [clause 4](#), the [original proprietor](#) is not, on the appointed day, the [proprietor](#) of any lots the subject of the [strata scheme](#) or is the [proprietor](#) of lots the subject of the [strata scheme](#) the sum of whose [unit entitlements](#) is less than two-thirds of the [aggregate unit entitlement](#) and:

(a) a general meeting of that [body corporate](#) has not been held before the appointed day, a general meeting of that [body corporate](#) shall be held within three months after the appointed day, and that general meeting shall, for the purposes of this Act (section 57 (4) excepted) be the first annual general meeting of the [body corporate](#), or

(b) a general meeting of that [body corporate](#) has been held before the appointed day, the last general meeting of that [body corporate](#) held before that day shall, for the purposes of [clause 1](#) (1) of Part 1 of Schedule 2, be deemed to have been the first annual general meeting.

(2) If a meeting of the [body corporate](#) is not held in accordance with subclause (1) (a), the Commissioner may, pursuant to an application by a [proprietor](#) or [mortgagee](#) of a lot appoint, by order, a person to convene a general meeting within such time as may be specified in the order and the meeting convened by that person shall for the purposes of this Act (section 57 (4) excepted) be the first annual general meeting of the [body corporate](#).

(3) An order made under subclause (2) may include such ancillary or consequential provisions as the Commissioner thinks fit.

(4) The agenda for a meeting convened under subclause (1) (a) or subclause (2) shall be the agenda specified in section 57 (2).

(5) The [original proprietor](#) shall not fail or neglect to deliver to the [body corporate](#) (being a [body corporate](#)) a general meeting of which is required to be held under subclause (1) (a)), within fourteen days after notice in writing is given to him by the [body corporate](#) or if the documents referred to in paragraphs (a) and (b) are not then in his possession within fourteen days after they come into his possession or under his control:

(a) any plan, specification, certificate (other than a certificate of title for a lot), diagram or other document (including any policy of insurance) obtained or received by him and relating to the [parcel](#) or [building](#), and

(b) any book of account, notice or other record relating to the [strata scheme](#),

other than any such document which exclusively evidences rights or obligations of the [original proprietor](#) and which is not capable of being used for the benefit of the [body corporate](#) or any of the [proprietors](#), other than the [original proprietor](#).

Maximum penalty: 10 penalty units.

(6) Section 70 (1) (b) (iii) shall be deemed to be amended by inserting after the matter "section 57 (4)" the matter "or under clause 11 (5) of Schedule 4".

12 Meetings of former bodies corporate held within two months after appointed day

Notwithstanding section 57 (5), for the purposes of any general meeting of a [body corporate](#) continued by the operation of [clause](#) 4, being a general meeting held before the expiration of two months after the appointed day:

(a) the procedure for the convening and holding of meetings of such a [body corporate](#) and the rights of persons to vote at and to requisition meetings of such a [body corporate](#) shall be the same as they were under the former Act, and

(b) where a notice is given to the [body corporate](#) under section 81 (3), (5) or (6), the [mortgagee](#) specified in the notice shall have the same voting rights as he would have had if the meeting had been held in accordance with the former Act and if the notice were a notice given under section 26 (2) of the former Act.

13 Notices served by public authority or [local council](#) before the appointed day

The reference in section 60 to a notice served on the [proprietor](#) of a lot by a public authority or [local council](#) includes a reference to a notice served, before the appointed day, by such an authority or [council](#) on the [proprietor](#) of a former lot which has become a derived lot.

14 Effect of former [by-laws](#)

(1) Subject to this [clause](#), the former [by-laws](#) relating to a former [strata scheme](#) shall, notwithstanding the repeal of the former Act, continue in force in respect of the corresponding scheme to which the provisions of this Act apply by reason of [clause](#) 6 except to the extent of any inconsistency of the former [by-laws](#) with any provision of this Act except Schedule 1.

(2) Until the expiration of a period of three months after the appointed day the former [by-laws](#) relating to a former [strata scheme](#) may be added to, amended or repealed in the manner provided by the former Act, and any such addition, amendment or repeal shall, notwithstanding any other provision of this Act, have force and effect upon a notification thereof, in the form prescribed under the former Act, being recorded on the relevant strata plan [registered](#) under the former Act.

(3) Upon the expiration of a period of three months after the appointed day:

(a) any [by-laws](#) continued in force by subclause (1) or any [by-laws](#) so continued in force, as added to, amended or repealed in accordance with subclause (2), shall cease to have any force or effect, and

(b) the [by-laws](#) set forth in Schedule 1 and any [by-laws](#), made in accordance with subclause (4), amending, adding to or repealing:

(i) the [by-laws](#) set forth in Schedule 1, or

(ii) any [by-laws](#) made under that subclause,

shall, subject to subclause (5), be the [by-laws](#) in force in respect of the [strata scheme](#) concerned.

(4) During the period commencing two months after the appointed day and ending three months after that day a [body corporate](#) continued by the operation of [clause 4](#) may, in the manner provided by section 58, make [by-laws](#) amending, adding to or repealing the [by-laws](#) set forth in Schedule 1 or any [by-laws](#) made under this subclause.

(5) An amendment of, addition to or repeal of the [by-laws](#) in accordance with subclause (4) has no force or effect until:

(a) the expiration of the period of three months after the appointed day, or

(b) the Registrar-General has, pursuant to a notification in the prescribed form lodged in his office by the [body corporate](#) in accordance with section 58 (3), recorded the notification on the folio of the Register comprising the [common property](#).

whichever occurs the later.

(6) Nothing in this [clause](#) affects the operation, after the expiration of the period of three months after the appointed day, of section 58 in relation to a [body corporate](#) continued by the operation of [clause 4](#).

15 Maintenance of exclusive use etc of, and special privileges in respect of, [common property](#)

(1) Where immediately before the appointed day a [proprietor](#) of a former lot was entitled, whether pursuant to a resolution of the [body corporate](#) under the former Act or pursuant to a former by-law, to a right of exclusive use and enjoyment of, or special privileges in respect of, any of the former [common property](#), the [proprietor](#) for the time being of the derived lot that corresponds to that former lot may at any time after that day serve notice on that [body corporate](#), as continued by the operation of [clause 4](#), requiring it to make a by-law, in terms specified in the notice, confirming that right or those special privileges and indicating the method by which the by-law may be amended, added to or repealed.

(2) Notwithstanding section 58, the [body corporate](#) may make a by-law referred to in subclause (1) otherwise than pursuant to a [special resolution](#) or a [unanimous resolution](#).

(3) Where the [body corporate](#) on which a requisition has been served under subclause (1):

(a) fails to make a by-law (being a by-law adding to the [by-laws](#) set forth in Schedule 1) in accordance with the requisition:

(i) if the requisition was served on the [body corporate](#) within two months after the appointed day--before the expiration of three months after the appointed day, or

(ii) if the requisition was served on the [body corporate](#) after the expiration of two months after the appointed day--within one month after the service of the requisition, or

(b) having made such a by-law and having been tendered the prescribed fee, does not cause the by-law to be recorded in accordance with section 58 (3) within a reasonable time,

the [proprietor](#) who made the requisition may make an application to the Commissioner for an order to be made by the Residential [Tribunal](#) under subclause (5).

(4) The provisions of Part 5 apply to an application made under subclause (3) in the same way as they apply to an application for an order made under that Part and required to be referred by the Commissioner to the Residential [Tribunal](#).

(5) Where, pursuant to an application by a [proprietor](#) under subclause (3), the Residential [Tribunal](#) is of the opinion that the applicant or a predecessor in title to the lot of which the applicant is [proprietor](#) was, immediately before the appointed day, entitled to a right or to special privileges of the nature referred to in subclause (1), the Residential [Tribunal](#) may, having regard to the interests of other persons having an estate or interest in lots the subject of the [strata scheme](#) concerned, the extent to which the right or special privileges referred to in the application has or have been exercised or apparent since the appointed day and the justice and merits of the case, order that the applicant is entitled to such rights or special privileges of that nature as may be specified in the order and in that order shall specify the method by which the by-law, giving effect, by virtue of subclause (7), to the terms of the order, may be amended, added to or repealed.

(6) The provisions of:

(a) section 130 (subsection (2) (b) and (c) excepted) apply to and in respect of an order under subclause (5) in the same way as they apply to an order under Division 4 of Part 5 (section 117 excepted), and

(b) section 141 (subsections (3) and (4) excepted) apply to the recording of an order under subclause (5) in the same way as they apply to the recording of an order referred to in that section.

(7) An order under subclause (5), when recorded under section 141, has effect, subject to any order with respect thereto made by a superior court, as if its terms were a by-law.

(8) Notwithstanding section 58, a by-law:

(a) made pursuant to a requisition under subclause (1), or

(b) giving effect, by virtue of subclause (7), to the terms of an order under subclause (5),

may be amended, added to or repealed in such manner as may be specified in that by-law.

(9) A by-law:

(a) made under subclause (1), or

(b) giving effect, by virtue of subclause (7), to the terms of an order under subclause (5),

being a by-law expressed to be for the benefit of a specified derived lot, shall while it remains in force enure as appurtenant to, and for the benefit of, that lot.

(10) Subject to subclause (8), a by-law:

(a) made under subclause (1), or

(b) giving effect, by virtue of subclause (7), to the terms of an order under subclause (5),

shall be deemed, for the purposes of this Act, to be a by-law referred to in section 58 (7).

16 Recovery of contributions levied under former Act

(1) Any contribution levied under the former Act by a [body corporate](#) and unpaid at the appointed day may be recovered by the [body corporate](#), and as on and from the appointed day bears interest, as if it were a contribution levied under this Act.

(2) Any determination made under the former Act by a [body corporate](#) specifying amounts to be raised by regular periodic contributions shall be deemed to be a determination made under section 68 (1) (j) of the kind referred to in section 68 (4).

17 Modification of section 68 (1) (e) in relation to continued bodies corporate

In relation to a [body corporate](#) continued by the operation of [clause 4](#), section 68 (1) (e) shall be deemed to be amended by inserting after the matter "Division 5" the words ", as notified by clause 25 of Schedule 4".

18 Inspection of former records etc

(1) A [body corporate](#) continued by the operation of [clause 4](#) shall, for the purposes of the [strata scheme](#) concerned, cause to be retained, until the expiration of the prescribed period, any records, minutes of meetings, notices and books of account kept or received by it before the appointed day and in its custody or under its control on that day and upon application under section 70 (1) made in respect of a lot the subject of the [strata scheme](#) concerned shall make those records, minutes, notices and books available for inspection by the applicant or his agent at a time and place ascertained in accordance with section 70 (1) (b).

(2) Section 70 (2) applies to the making of an inspection referred to in subclause (1) in the same way as it applies to the making of an inspection referred to in section 70 (1) (b).

19 Administrative and [sinking funds](#) of continued bodies corporate

(1) Where a determination made under [section 15](#) (2) (b) of the former Act by a [body corporate](#) continued by the operation of [clause 4](#) was in force immediately before the appointed day, that determination shall be deemed to be the determination required under section 68 (1) (j) to be made by that [body corporate](#).

(2) Where a fund was, immediately before the appointed day, kept under [section 15](#) (2) (a) of the former Act by a [body corporate](#) continued by the operation of [clause 4](#) that fund shall, on the appointed day, be deemed to be the fund required under section 68 (1) (l) to be established by that [body corporate](#).

(3) In relation to a [body corporate](#) continued by the operation of [clause 4](#) which had not, before the appointed day, made a determination under [section 15](#) (2) (b) of the former Act:

(a) section 68 (1) (j) shall be deemed to be amended by omitting the words "seven days after the constitution of the body corporate" and by inserting instead the words "three months after the appointed day", and

(b) section 68 (1) (l) shall be deemed to be amended by inserting after the matter "paragraph (j)" the words ", as deemed to be amended by clause 19 (3) (a) of Schedule 4".

(4) In relation to a [body corporate](#) continued by the operation of [clause 4](#) which had, before the appointed day, made a determination under [section 15](#) (2) (b) of the former Act but had not before that day established a fund under section 15 (2) (a) of the former Act, section 68 (1) (l) shall be deemed to be amended by omitting the words "upon determining the amounts referred to in paragraph (j)" and by inserting instead the words "upon receiving any amounts raised pursuant to a determination referred to in clause 19 (1) of Schedule 4".

(5) In relation to a [body corporate](#) continued by the operation of [clause 4](#):

(a) section 68 (1) (k) shall be deemed to be amended by omitting the words "one month after the constitution of the council or one year after the constitution of the body corporate, whichever first happens" and by inserting instead the words "three months after the appointed day",

(b) section 68 (1) (m) shall be deemed to be amended by inserting after the matter "paragraph (k)" the words ", as deemed to be amended by clause 19 (5) (a) of Schedule 4".

(6) Until a [body corporate](#) continued by the operation of [clause](#) 4 establishes its [sinking fund](#):

(a) it may disburse the moneys in its [administrative fund](#) for the purpose of meeting its liabilities referred to in section 68 (1) (j) or (k), and

(b) section 68 (2) does not apply to that [body corporate](#).

(7) Upon the establishment of its [sinking fund](#) a [body corporate](#) continued by the operation of [clause](#) 4 shall:

(a) determine what part of its [administrative fund](#) should be allocated for the purpose of meeting its actual or expected liabilities referred to in section 68 (1) (k), and

(b) notwithstanding section 68 (2), transfer the amount so determined to its [sinking fund](#).

20 Modification of section 69 in relation to continued bodies corporate

(1) Where the [initial period](#) in relation to a [body corporate](#) continued by the operation of [clause](#) 4 has not expired, the [original proprietor](#) in relation to the [strata scheme](#) concerned may give to the [body corporate](#) a notice stating that he is the [original proprietor](#) and specifying his name in full and the address for the service of notices on him.

(2) In relation to a [body corporate](#) continued by the operation of [clause](#) 4, section 69 (3) (b) shall be deemed to be omitted and the following paragraph inserted instead:

(b) the name of, and address for the service of notices on, the [original proprietor](#), as shown in any notice given to the [body corporate](#) under [clause](#) 20 (1) of Schedule 4.

(3) Where:

(a) a [body corporate](#) believes that a person may, under subclause (1), give a notice to it, and

(b) the [body corporate](#) has not received that notice,

the [body corporate](#) may serve a notice on that person specifying the capacity in which it believes he is entitled to give the notice and requiring him:

(c) to state, within fourteen days, whether or not he is a person entitled to give a notice in that capacity, and

(d) if he is such a person, to furnish that notice.

(4) Where a [body corporate](#) has served a notice under subclause (3) on a person who it believes to be a person entitled to give a notice to the [body corporate](#) under subclause (1) and that person has not complied with the firstmentioned notice, that person is not entitled to cast a vote at any meeting of the [body corporate](#) until he has complied with the firstmentioned notice.

(5) A notice given under [section 26](#) (2) of the former Act before the appointed day by a [mortgagee](#) to a [body corporate](#) shall, for the purpose of the making by the [body corporate](#) of a recording under section 69 (3) (c) of the name of the [mortgagee](#) of the lot specified in the notice, be deemed to be a notice given to that [body corporate](#) under section 81 (3) and for the purpose of completing the recording in the [strata roll](#) required by section 69 (3) (c):

(a) the address, if any, specified in the notice as the address of the [mortgagee](#) shall be deemed to be the address for the service of notices on the [mortgagee](#) shown in a notice given to the [body corporate](#) under section 81 (3), and

(b) any other [mortgage](#) notice which was given under [section 26](#) (2) of the former Act before the notice firstmentioned in this [clause](#) was received by the [body corporate](#) shall, subject to any notice given to the [body corporate](#) under section 81 (3), be deemed to be a [mortgage](#) specified in that firstmentioned notice as having priority over the [mortgage](#) specified in that firstmentioned notice.

(6) Any notice given before the appointed day by a mortgagor of a former lot to a [body corporate](#), being a notice of the discharge of a [mortgage](#) notice of which had been given to the [body corporate](#) under [section 26](#) (2) of the former Act, shall, for the purpose of the making under section 69 (3) (d) by the [body corporate](#) of a recording of the discharge of that [mortgage](#), be deemed to be a notice given to that [body corporate](#) under section 81 (4).

21 Modification of section 70 (1) (c) in relation to continued bodies corporate

For the purposes of section 70 (1) (c), any contribution levied under the former Act by a [body corporate](#) and unpaid before the appointed day shall:

(a) if levied pursuant to a determination specifying amounts to be raised by regular periodic contributions, be deemed to be a contribution determined under section 68 (1) (j), or

(b) except as provided in paragraph (a), be deemed to be a contribution determined under section 68 (1) (k).

22 Continuation of [councils](#) of former bodies corporate

(1) The [council](#) constituted under the former Act of a [body corporate](#) continued by the operation of [clause](#) 4 shall, subject to this Act, be, on and from the appointed day, the [council](#) of that [body corporate](#).

(2) A person who is a member of a [council](#) of a [body corporate](#) referred to in subclause (1) shall, for the purposes of section 72 (1), be deemed to have been elected as a member of that [council](#) if he was elected as a member of the [council](#) of the [body corporate](#) constituted under the former Act.

(3) Section 73 (1) shall, in relation to a [council](#) referred to in subclause (1), be deemed to be amended by omitting therefrom the words "they assume office as such members" and by inserting instead the words "the appointed day".

24 Operation of section 81 in relation to former [strata schemes](#)

Section 81 extends to authorising the giving by any person to a [body corporate](#) continued by the operation of [clause](#) 4 of a notice after the occurrence of any event specified in that section notwithstanding that that event occurred before the appointed day.

25 Modification of Part 4, Division 5

(1) Section 83 does not apply to or in respect of a [body corporate](#) continued by the operation of [clause](#) 4, which has in force on the appointed day a policy of insurance expiring not later than one year after the appointed day and effected by it in accordance with [section 15](#) (1) (a) of the former Act, until the expiry of that policy.

(2) Section 84 (1) (a) does not apply to or in respect of a [body corporate](#) continued by the operation of [clause](#) 4, which has in force on the appointed day a policy of insurance expiring not

later than one year after the appointed day and effected by it in accordance with [section 15](#) (1) (b) of the former Act, until the expiry of that policy.

(3) Sections 85 (2) and 88 apply to and in respect of a policy of insurance entered into in accordance with the former Act before the appointed day between a [body corporate](#) continued by the operation of [clause 4](#) and an insurer in the same way as those sections apply to and in respect of a contract of insurance entered into between a [body corporate](#) and an insurer pursuant to Division 5 of Part 4.

(4) Notwithstanding the repeal of the former Act, section 17 of the former Act continues to apply to and in respect of a policy of insurance referred to in that section entered into before the appointed day until the expiry of that policy as if this Act had not been enacted.

26 Effect of section 90 in relation to former [parcels](#)

(1) A valuation of a former [parcel](#) made by a valuing authority within the meaning of [section 21](#) of the former Act in accordance with section 21 (2) (a) of the former Act and in force immediately before the appointed day shall, for the purposes of this Act, be deemed to be a valuation made in accordance with section 90 (1) by that valuing authority.

(2) In relation to a [parcel](#) to which the provisions of this Act apply by reason of [clause 6](#) and which corresponds to a former [parcel](#) a valuation of which had not, at the appointed day, been made in accordance with section 21 (2) (a) of the former Act, section 90 (2) shall be deemed to be amended by omitting therefrom the words "the registration of a strata plan" and by inserting instead the words "the appointed day".

27 Evidentiary effect under section 91 of particulars furnished under section 21 (3) of former Act

Except where the Registrar-General furnishes particulars under [section 49](#) (3) of the [unit entitlements](#) of the lots the subject of a [strata scheme](#) to which the provisions of this Act apply by reason of [clause 6](#), the particulars of the [unit entitlements](#) of any former lots shown on a certified copy of the strata plan referred to in section 21 (3) of the former Act or on any amendment of that plan and furnished to any authority referred to in section 21 (3) of the former Act shall for the purposes of section 91 be deemed to be particulars furnished to that authority under [section 49](#) (3) of the [unit entitlements](#) of the derived lots that correspond to those former lots.

28 Modification of section 92 (2) (c) in relation to valuations of certain lots

In relation to a lot comprised in a [parcel](#) referred to in [clause 26](#) (2), [section 92](#) (2) (c) shall be deemed to be amended by inserting after the figures "90" the words ", as deemed to be amended by clause 26 (2) of Schedule 4".

29 Modification of section 119 in relation to lots in former [strata schemes](#)

In relation to a [strata scheme](#) to which the provisions of this Act apply by reason of [clause 6](#), section 119 shall be deemed to be amended by omitting the words "the strata plan was registered or at the time any strata plan of subdivision was registered, as the case may be" and by inserting instead the words "the strata plan, or strata plan of resubdivision, within the meaning of the former Act, as the case may be, was registered under the former Act".

30 Destruction of or damage to [building](#) under former Act

(1) Any proceedings under [section 19](#) (1) of the former Act which were pending before the [Supreme Court](#) immediately before the appointed day may be continued and completed as if they were proceedings under section 51.

(2) Any declaration made under [section 19](#) (1) (b) of the former Act before the appointed day shall, notwithstanding the repeal of the former Act, continue to operate and shall have the same force and effect as if this Act had not been enacted.

(3) Any proceedings for an order referred to in [section 19](#) (3) of the former Act which were pending before the [Supreme Court](#) immediately before the appointed day may be continued and completed as if they were proceedings under section 50.

(4) Any order made under [section 19](#) (3) of the former Act before the appointed day shall, notwithstanding the repeal of the former Act, continue to operate and shall, subject to subclause (5), have the same force and effect as if this Act had not been enacted.

(5) An order referred to in [section 19](#) (3) of the former Act may be varied in the same way as if it were an order made under section 50 (4).

(6) Notwithstanding the repeal of the former Act, section 11 of the former Act and the [regulations](#) made under that section continue to apply to and in respect of a [building](#) which was destroyed under the former Act and the [parcel](#) on which that [building](#) was situated.

31 Administrators under former Act

(1) A person who, immediately before the appointed day, held office as an administrator under [section 23](#) of the former Act shall, notwithstanding the repeal of the former Act, continue to have the powers and duties he had, as the holder of that office, immediately before the appointed day.

(2) The provisions of [section 23](#) of the former Act continue to apply to and in respect of a person holding office as referred to in subclause (1) notwithstanding the repeal of the former Act.

(3) Where immediately before the appointed day an application under [section 23](#) (1) of the former Act was pending, the [Supreme Court](#) shall remit the application to such Board as it thinks fit on such terms and conditions (including terms and conditions relating to the payment of the costs of the application up to the date of the remittal) as it thinks fit and any application so remitted shall be deemed to be an application capable of being made under section 127.

32 Recovery of rates paid by [body corporate](#)

A [body corporate](#) may recover any amount referred to in [section 16](#) (2) of the former Act paid by it, whether before or after the appointed day, as if section 16 (3) of the former Act had not been repealed by this Act.

33 Keeping of animals

Where at the expiration of a period of three months after the appointed day:

(a) the [by-laws](#) in force in respect of a scheme to which the provisions of this Act apply by reason of [clause 6](#) prohibit the [proprietor](#) or [occupier](#) of a lot from keeping any animal upon his lot or the [common property](#) without the approval in writing of the [body corporate](#), and

(b) the [proprietor](#) or [occupier](#) of any lot the subject of that scheme was keeping an animal on that lot or the [common property](#) and had not before the expiration of that period been given a notice by the [council](#) requiring him not so to keep that animal,

the [body corporate](#) shall be deemed to have given its approval under the [by-laws](#) referred to in paragraph (a) to the keeping of that animal on that lot or the [common property](#), as the case may be.

34 Regulations--transitional

(1) The Governor may, for the purposes of bringing lots, [common property](#), bodies corporate and [councils](#), within the meaning of the former Act, under the provisions of this Act and applying the provisions of this Act, with or without modifications, additions or exclusions to or in respect of any such lots, [common property](#), bodies corporate or [councils](#), and for any purposes incidental thereto, make [regulations](#) containing such transitional, consequential or savings provisions as to the Governor may appear to be necessary or expedient.

(2) A regulation made under this [clause](#) may make provisions which differ in their application according to such factors as may be specified in the regulation.

(3) [Section 39](#) (1) (b) of the [Interpretation Act 1987](#) does not apply to a regulation made under this [clause](#).

(4) Regulations made under this [clause](#) before the appointed day shall take effect on the appointed day or on some later day specified in the [regulations](#).

(5) Regulations made under this [clause](#) after the appointed day shall take effect on the day of publication or on some other day specified in the [regulations](#), being a day before or after the day of publication, but not earlier than the appointed day.

(6) The *Acts Reprinting Act 1972* does not apply to or in respect of any modifications, additions or exclusions referred to in subclause (1).

Part 2 - Provisions relating to the Strata Titles (Part Strata) Amendment Act 1992

1 Definition

In this Part,

"**amending Act**" means the *Strata Titles (Part Strata) Amendment Act 1992* .

2 Exemption from insurance

An order that exempted a [body corporate](#) from any requirement of section 83 immediately before the substitution of that section by the amending Act is, on that substitution:

(a) taken to have been made under that section, as so substituted, and

(b) taken to exempt the [body corporate](#) from the corresponding requirement of that section, as so substituted.

3 Orders under Part 5

(1) An order that was in force under Part 5 immediately before the commencement of any amendment of that Part made by the amending Act is, on the commencement of the amendment, taken to have been made under that Part, as so amended.

(2) An application for an order under Part 5 that was pending immediately before the commencement of any such amendment is, on the commencement of the amendment, taken to have been made under that Part, as so amended.

Part 3 - Transitional provisions relating to the Strata Titles (Staged Development) Amendment Act 1993

1 Regulations

- (1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of the *Strata Titles (Staged Development) Amendment Act 1993* .
- (2) Such a provision may, if the [regulations](#) so provide, take effect on the date of assent to that Act or on a later date.
- (3) To the extent to which such a provision takes effect on a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:
 - (a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of that publication, or
 - (b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done before the date of that publication.

2 Transitional arrangements for certain [development schemes](#)

- (1) The amendments made to this Act by the *Strata Titles (Staged Development) Amendment Act 1993* do not apply to a [development scheme](#) provided for, and represented by, a [development statement](#):
 - (a) that was certified under [section 28A](#) (4) before 1 January 1995, or
 - (b) that, not needing to be so certified, was duly lodged for registration before 1 January 1995.
- (2) The amendments made to the [Land and Environment Court Act 1979](#) by the *Strata Titles (Staged Development) Amendment Act 1993* do not apply to any proceedings:
 - (a) that are commenced after 1 January 1995 in the Land and Environment Court, and
 - (b) that relate to any such [development scheme](#) or [development statement](#).

3 Proceedings pending in Land and Environment Court

The amendments made to the [Land and Environment Court Act 1979](#) by the *Strata Titles (Staged Development) Amendment Act 1993* do not apply to any proceedings that are pending at 1 January 1995 in the Land and Environment Court under:

- this Act,
- the *Strata Titles (Leasehold) Act 1986* , or
- the [Community Land Management Act 1989](#) .

Part 4 - Transitional provisions relating to the Strata Schemes Legislation Amendment (Strata Approvals) Act 1999

1 Regulations

- (1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of the *Strata Schemes Legislation Amendment (Strata Approvals) Act 1999* .
- (2) Any such provision may, if the [regulations](#) so provide, take effect from the date of assent to the Act concerned or a later date.

(3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:

(a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or

(b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

2 Application to existing [developments](#)

(1) The amendments made to this Act by the *Strata Schemes Legislation Amendment (Strata Approvals) Act 1999* do not apply to any proposed strata plan, strata plan of subdivision or notice of conversion in respect of which an application for [development consent](#) was lodged before the commencement of this [clause](#).

(2) For the purposes of satisfying [section 37](#) (1) (a) (i), as amended by the *Strata Schemes Legislation Amendment (Strata Approvals) Act 1999*, it is sufficient if the provisions of that subparagraph as in force immediately before that amendment are satisfied in respect of a [building](#).

3 References to approvals under section 37

A reference in any Act (other than in this [clause](#)) or in any instrument made under any Act or in any instrument of any kind to:

(a) an approval under [section 37](#), or

(b) a certificate of approval under [section 37](#),

is to be read as a reference to a [strata certificate](#) issued under [section 37](#) or [37A](#).

Part 5 - Transitional provisions relating to the Strata Schemes Legislation Amendment Act 2001

1 Definition

In this Part:

"**amending Act**" means the [Strata Schemes Legislation Amendment Act 2001](#).

2 Regulations

(1) The [regulations](#) may contain provisions of a savings or transitional nature consequent on the enactment of the amending Act, but only in relation to amendments made to this Act.

(2) Any such provision may, if the [regulations](#) so provide, take effect from the date of assent to the amending Act or a later date.

(3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:

(a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or

(b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

3 Surveyors certificates

A certificate duly given by a [registered](#) surveyor under [section 8](#) (2) (c), [8A](#) (3) (b) or [9](#) (3) (c) before the amendment of Schedule 1A by the amending Act is taken to have been duly given under that provision despite that amendment.

4 Transitional arrangements for certain staged [development](#)

The amendments made to this Act by the amending Act do not apply to a [strata development contract](#) or strata management statement [registered](#) before the commencement of this [clause](#).

5 Transfer or lease of [common property](#) and creation of variation of easements, restrictions and [positive covenants](#)

A transfer or other dealing pursuant to a [unanimous resolution](#) passed before the commencement of an amendment made by the amending Act to section 19, 25, 26, 27 or 28 is authorised to be carried out after the commencement as if that section had not been amended.

Part 6 - Transitional provisions relating to the Environmental Planning Legislation Amendment Act 2006

1 [Strata certificates](#)

Division 4 of Part 2, as amended by the [Environmental Planning Legislation Amendment Act 2006](#), does not apply to or in respect of an application for a [strata certificate](#) made, but not determined, before the commencement of Schedule 3.3 to that Act and that Division, as in force immediately before that commencement, continues to apply to and in respect of any such application.

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PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2025/2327

Fee: \$62.00

Certificate Date: 27/05/2025

Applicant	Owner (as recorded by Council)
InfoTrack ecertificates@infotrack.com.au	Mr M P DOWTON & Ms M Milosavljevic

Subject property address (if applicable)	Legal description
10/3-3A Grainger Avenue ASHFIELD NSW 2131	Lot 10 SP 2171

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979* ("the Act") and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*, the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Inner West Comprehensive Development Control Plan 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that results in appropriate amenity for a medium density residential area.

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Advertising structure; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat Sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial Premises; Correctional centres; Crematoria; Depots; Eco-tourist Facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition Homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Moorings; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Port facilities; Recreation facilities (major); Recreation Facilities (Outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service Stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

2. Zoning and land use under relevant environmental planning instruments
Is the land in a conservation area, (however described)? NO
Is there an item of environmental heritage, however described, on the land? NO

3. Contributions plans
<p>1. The following contributions plans apply to the land under Division 7.1 of the <i>Environmental Planning and Assessment Act 1979</i>:</p> <ul style="list-style-type: none">• Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.• <i>Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023</i>. <p>2. This land is identified as being within a region within the meaning of the <i>Environmental Planning and Assessment Act</i>, under Division 7.1, Subdivision 4 –</p> <ul style="list-style-type: none">(a) The name of this region is the Greater Sydney region.(b) The name of the Ministerial planning order in which this region is identified is <i>Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023</i>. <p>3. This land is not in a special contribution area to which a continued 7.23 determination applies.</p> <p>4. In this section –</p> <p>Continue 7.23 determination means a s7.23 determination that –</p> <ul style="list-style-type: none">(a) Has been continued in force by the Act, Schedule 4, Part 1, and(b) Has not been repealed as provided by that part. <p>Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.</p>

4. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
<p>Housing Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Rural Housing Code</p> <p>NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p>Low Rise Housing Diversity Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Greenfield Housing Code</p> <p>NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p>Inland Code</p> <p>NO. The Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Housing Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>

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

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

NO

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

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

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	NO
b) Bushfire	NO
c) Tidal inundation	NO
d) Subsidence	NO
e) Acid sulfate soils	NO
f) Contamination	NO
g) Aircraft noise	NO
h) Salinity	NO

i) Coastal hazards	NO
j) Sea level rise	NO

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

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

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

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

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal

protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?
NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?
NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?
NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?
NO

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

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?
NO
2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?
NO
3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?
NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?
NO

(b) Subject to a management order within the meaning of the CLM Act?
NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land in this certificate shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

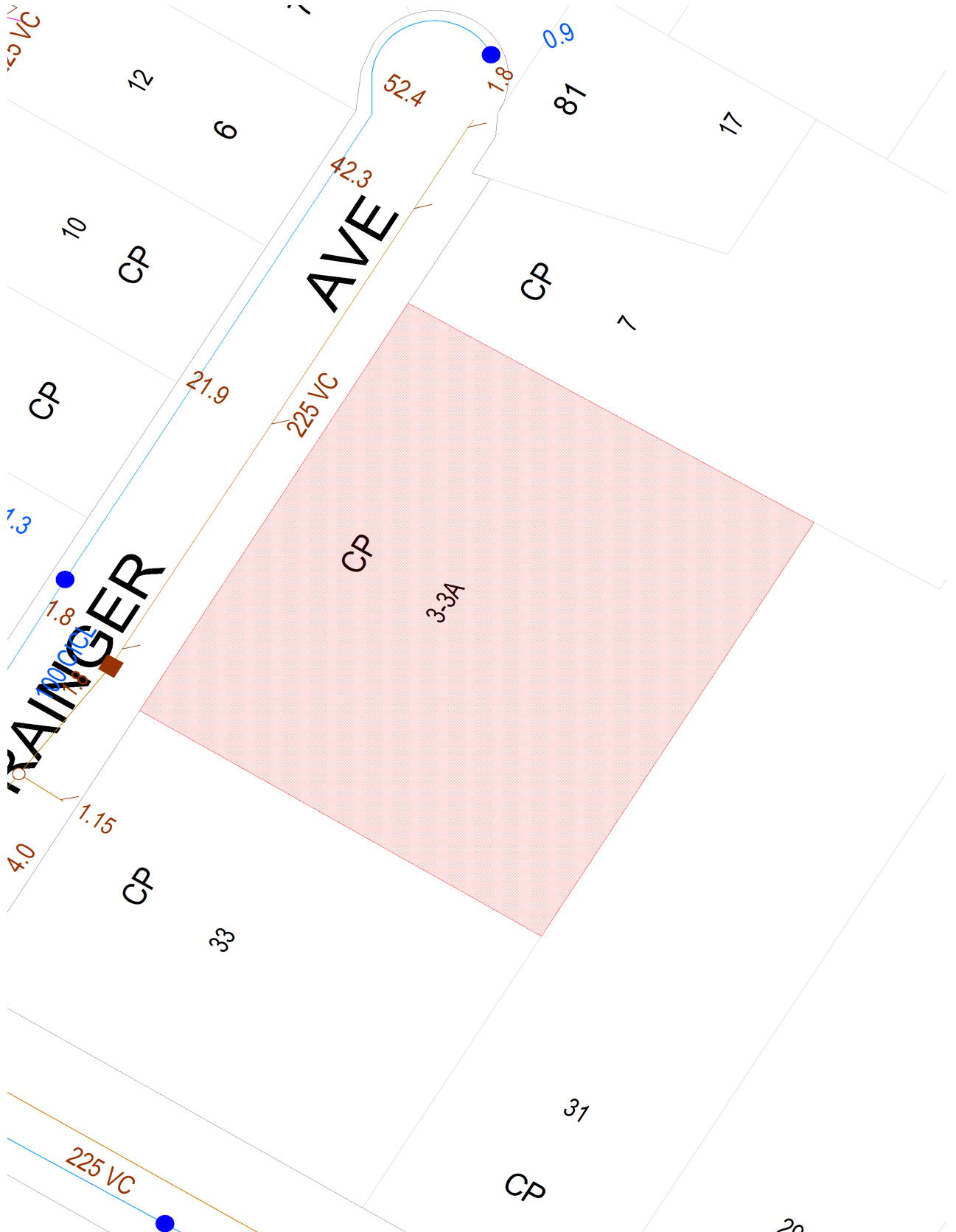
Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Service Location Print
Application Number: 8004332893



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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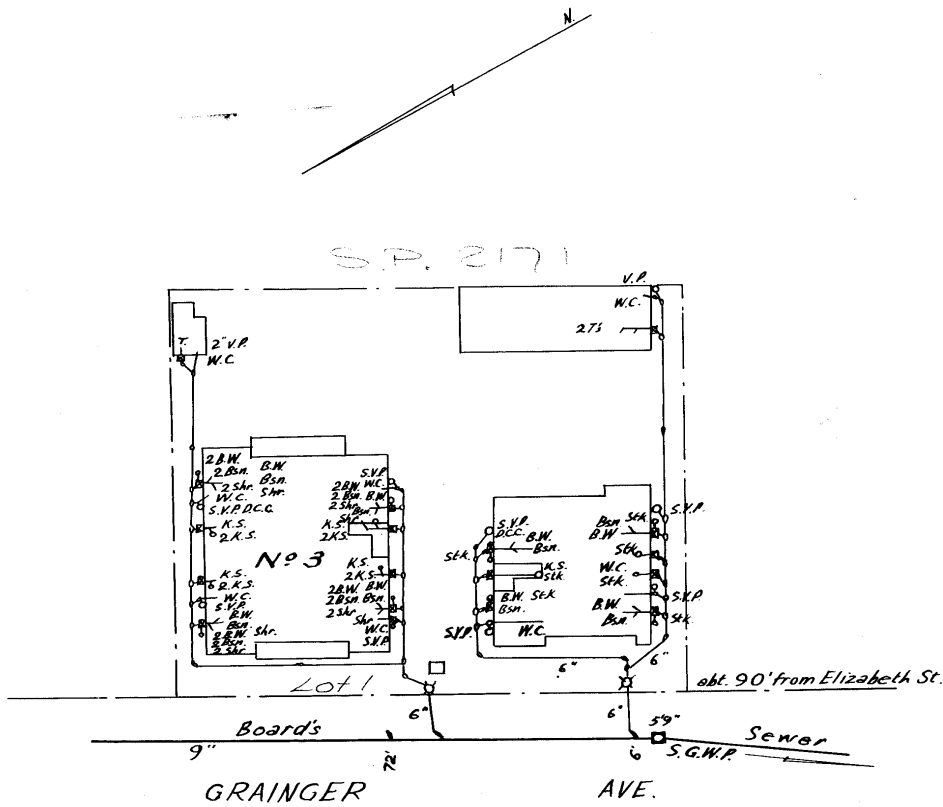
Sewer Service Diagram

Application Number: 8004332900

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
 Municipality of *ASHFIELD* No. 302164

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflux Valve | I.P. Induct Pipe | Bas. Basin |
| ■ Pit | ○ Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ▣ G.I. Grease Interceptor | ○ VERT. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ▣ Gully | ○ Y.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ▣ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| ▣ R.S. Reflux Sink | ○ D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |
- SCALE: 40 FEET TO AN INCH.

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



RATE No. W.C.s. U.C.s. 19

SHEET No. 59 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/././	Date	Inspector	/././
Shr			Outfall		
Bsn.	Chief Inspector	/././	Drainer	580 609	
K.S.			Plumber		
T.	Tracing Checked	/././	Boundary Trap	Ss 2	
Pig.			is/is not required		
Dge. Int.					
Dge. Ext.					

17-12-55

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.