

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Skyline Real Estate 3/14 Frenchs Forest Road, Frenchs Forest, NSW 2086	Phone: 0414581 018
co-agent		
vendor	Tian Xiong Lu and Yong Xue Cheng	
vendor's solicitor	Elite Lawyers & Associates Suite 106, Level 1, 781 Pacific Highway, CHATSWOOD NSW 2067	Tel: 02 8212 5077 Email: sue@elitelawyer.com.au Ref: 181539
date for completion land (address, plan details and title reference)	42nd day after the contract date 12/8 Avon Road, Dee Why, New South Wales 2099 Registered Plan: Lot 12 Plan SP 3469 Folio Identifier 12/SP3469	(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	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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 _____</p> <p>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 _____</p> <p>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 exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustableNO yes**GST:** Taxable supplyNO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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 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 type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input 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 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to 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 TITLE RECORDS – Name, address, email address and telephone number

Mason And Brophy Strata Management
 Suite 2/16 Rodborough Road, Frenchs Forest, NSW 2086
 enquiries@masonbrophy.com.au

Phone: 02 8978 3000

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a _____.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **12/8 Avon Road, Dee Why**, from **Tian Xiong Lu and Yong Xue Cheng** to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for **Tian Xiong Lu and Yong Xue Cheng** and am not employed in the legal practice of a solicitor acting for **Tian Xiong Lu and Yong Xue Cheng** nor am I a member or employee of a firm of which a solicitor acting for **Tian Xiong Lu and Yong Xue Cheng** is a member or employee.
4. I have explained to _____ :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

CONDITIONS OF SALE BY AUCTION

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

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

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

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.

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Additional clauses forming part of this Contract

33 Alterations to printed form

The following printed clauses are amended as follows:

- 33.1 ~~Standard Condition 4.1~~ is amended by deleting the word ‘Normally’ and adding the words “In the event that the purchaser breaches clause 4.1 herein, the purchase will pay to the vendor on settlement the sum of \$165.00 being a fair and reasonable estimate of the additional costs incurred by the vendor” to the end of the sentence.
- 33.2 ~~Standard Condition 5.1~~ is amended by inserting the words “and they are the only form of *requisitions* the purchase may make and clause 5.2.1 is taken to be deleted” at the end of the clause;
- 33.3 ~~Standard Condition 7.1.1~~ is amended by replacing “5%” with “1%”;
- 33.4 ~~Standard Condition 9.1~~ is amended by replacing the clause with “keep or recover an amount equivalent to 10% of the purchase price”;
- 33.5 ~~Standard Condition 14.4.2~~ is deleted;
- 33.6 ~~Standard Condition 16.5~~ is amended by deleting “plus another 20% of that fee”;
- ~~33.7~~ ~~Standard Condition 16.4~~ is amended by inserting the words “at least fourteen (14) days prior to the completion date” after the words “the land” on the first line;
- 33.8 ~~Standard Condition 16.8~~ is deleted;
- 33.9 ~~Standard Condition 18.6~~, add at the end of clause “and make good any damage caused to the property by the Purchaser”;
- 33.10 ~~Standard Condition 23.5.2~~ is amended by deleting the words “but is disclosed in this contract”;
- 33.11 ~~Standard Conditions 23.6 and 23.7~~ are deleted;
- 33.12 ~~Standard Condition 23.9~~ is deleted;
- 33.13 ~~Standard Condition 30.1.1~~ is amended by deleting the word “and” at the end of the clause;
- 33.14 ~~Standard Condition 30.1.2~~ is deleted;
- 33.15 ~~Standard Condition 30.2~~ is amended by replacing the words “at any time after it has been agreed that it will be conducted as an *electronic transaction*” with the words “at least fourteen (14) days before the date for completion” and insert the words “on the other party” after “notice”;
- 33.16 ~~Standard Condition 30.4.5~~ is amended by deleting the first bullet point;
- ~~33.17~~ ~~Standard Condition 30.5~~ is amended by replacing the words “7 days” with the words “14 days”;
- ~~33.18~~ ~~Standard Condition 4:~~ insert the following additional clause
_____ “4.5 _____ The Purchaser cannot nominate an alternative transferee, assign or otherwise

~~transfer the benefit of this Contract without the prior written consent of the Vendor."~~

33.19 Standard Condition 31.2 is deleted.

33.20 Standard Condition 13.13 is deleted.

34 **Conflicting Provisions**

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

35 **Entire Agreement**

35.1 The purchaser acknowledges that he does not rely on any warranty or representation made by the vendor or the vendor's agent except as are expressly provided for in this contract (including the annexures hereto);

35.2 The purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract;

35.3 The purchaser acknowledges the terms and conditions stipulated in this contract form the whole of the agreement between the vendor and the purchaser and that no reliance is to be placed on any letter, document or correspondence whether oral or in writing as amending or adding to the terms and conditions stipulated in this contract.

36 **Real Estate Agents**

The purchaser promises that the purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchase will indemnify the vendor against any claim for commission by any real estate agent or other person (other than the vendor's agent or co-agent, if any, specified in this contract) arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

37 **No warranty**

37.1 No warranty or representation is made by the vendor as to the accuracy or completeness of the disclosure materials.

37.2 Subject to Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 (NSW), the Vendor does not warrant the accuracy or completeness of any documents annexed to this Contract.

37.3 The Purchaser acknowledges that if documents or copies of documents were attached

to this Contract other than by the Vendor, the person attaching them did so as agent for the Vendor.

38 Condition and State of Repair of Property

38.1 The purchaser warrants to the vendor that it has inspected:

38.1.1 The property;

38.1.2 The Annexures;

38.1.3 The Section 10.7 Planning Certificate;

38.1.4 The Drainage Diagram; and

38.1.5 Any other documents relevant to the property attached to this contract.

38.2 Based on those inspections the purchaser is satisfied as to the nature, quality, condition and state of repair of the property and accepts the property as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

38.3 The purchaser may not make any objection, requisition or claim or delay completion or rescind or terminate this contract because of anything in connection with:

38.3.1 The neighbourhood in which the property is located;

38.3.2 The state of repair of the property and improvements;

38.3.3 The suitability of the property or improvements for any use including the conduct of a business or any development or redevelopment;

38.3.4 The financial return or income to be derived from the property;

38.3.5 Loss, damage, dilapidation infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion;

38.3.6 There being or not being an easement or other right in respect of a service or the lack of services;

38.3.7 Any encroachments by or on the property;

38.3.8 The roof or surface water drainage being connected to the sewers;

38.3.9 The existence or non-existence of any environmental hazard or contamination;

38.3.10 Any boundary of the property not being fenced or any fence not being on the correct boundary;

38.3.11 Any matter disclosed in this Contract; or

38.3.12 The condition or existence or non-existence of services.

38.4 The purchaser represents and warrants to the vendor that, because of the purchaser's own inspection and enquiries, the purchaser is satisfied about the purpose for which the property may be used and about all restrictions and prohibitions on its development.

38.5 The purchaser acknowledges that they are purchasing the property:

38.5.1 In its present condition and state of repair;

38.5.2 Subject to all defects latent and patent;

38.5.3 Subject to any infestations and dilapidation;

- 38.5.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- 38.5.5 Subject to any non-compliance, with the local Government Act or any Ordinance under that Act in respect of any building on the land;
- 38.5.6 Subject to the present condition of any chattels or things or improvements included in this contract subject to fair wear and tear.

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

39 Notice to Complete

- 39.1 If completion does not occur on or before 4 pm on the date for completion, at any time either party (not them being in default under this contract) may serve on the other a notice to complete requiring completion of this contract before the expiry of a period not being less than 14 days from the date of issue of the notice to complete;
- 39.2 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion;
- 39.3 If the vendor is entitled to issue, and does issue, a notice to complete, the purchaser will on completion of this contract pay to the vendor the amount of \$330.00 representing the vendor solicitors' additional legal costs of issuing such notice to complete;
- 39.4 If the purchaser disputes the validity of the notice to complete, the purchaser must send it in writing to the vendor or the vendor's representative within 2 business days of the date of the notice to complete. Otherwise, the purchaser must not dispute the validity of the notice to complete.

~~40 Completion at venue other than completion address~~

- ~~40.1 Completion shall take place at the office of the vendor solicitors or at the place at which the discharging mortgagee usually discharges mortgages or at a place reasonably nominated by the vendors, at the vendor's discretion.~~
- ~~40.2 The purchaser may request completion to take place at an alternative venue. If the vendor, at its sole and absolute discretion agrees to the purchaser's request, the purchaser must adjust in favour of the vendor on completion the sum of \$110.00 in addition to any additional costs of the vendor, its agents and the discharging mortgagee in relation to completion at this alternative venue.~~

41 Late Completion

In the event that completion is not effected on the nominated day for settlement (or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle) then, in addition to any other sums payable hereunder and without prejudice to the vendor's rights under the contract, the purchaser shall pay to the vendor:

- 41.1** interest on the balance of the purchase price at the rate of 10% per annum calculated on daily rests from the date nominated for completion until and including the actual day of completion (both inclusive) such amount to be paid as an adjustment in favour of the vendor on completion; and
- 41.2** the sum of \$330.00 to take into account legal costs and other expenses as consequence of the delay.

The interests and costs payable pursuant to this clause are a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract. It is an essential term and the purchaser is not entitled to require the vendor to complete unless such interest and costs are paid.

42 Deposit Payment

If the vendor, at his sole and absolute discretion, agrees that an amount less than the full 10% deposit is payable by the purchaser on exchange of contracts, the vendor and purchaser agree that full 10% full deposit is to be paid as follows:

- 42.1** The amount as agreed between the vendor and purchaser to be paid on exchange; and
- 42.2** The balance of the 10% deposit to be paid on or before the Completion date, and in this time is of the essence;

and provided notwithstanding this clause that the full 10% deposit or balance outstanding thereof shall be immediately due and payable by the purchaser to the vendor upon any default by the purchaser under the terms of this contract and in any such case may be covered by the vendor from the purchaser as a liquidated debt.

43 Finance

The purchaser confirms and warrants to the vendor that the purchaser has at the date hereof obtained approval for credit to finance the purchase of the property the subject of this contract on terms which are reasonable to the purchaser.

44 Foreign Investments Review Board (FIRB)

44.1 The purchaser represents and warrants to the vendor that:

44.1.1 The Treasurer cannot prohibit and has not prohibited the transfer the *property* to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975* (Cth); and

44.1.2 The purchaser is not domiciled in a jurisdiction that does not recognise common law.

44.2 If the Treasurer cannot prohibit the transfer of the *property* to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) because the purchaser has obtained approval of the Treasurer to the transfer, then:

44.2.1 The purchaser shall provide a copy of the approval to the vendor on exchange of contracts;

44.2.2 The purchaser warrants that the copy of the approval provided is a true copy of the approval; and

44.2.3 The purchaser warrants the approval is lawful, valid and current.

44.3 The purchaser agrees that its warranties under this clause 43 are essential terms of this contract, a breach of which will entitle the vendor to terminate this contract pursuant to clause 9.

44.4 The vendor discloses to the purchaser that at the date of this contract it does not have the approval of the Treasurer to sell to foreign interests.

45 Loss of Capacity

If the purchaser:

a) being an individual (and, if comprising more than one person, anyone or more of them),

i. dies, or

ii. become incapable because of unsoundness of mind to manage the purchaser's own affairs or commits an act of bankruptcy or is declared bankruptcy, enters into any scheme with makes an assignment for the benefit of creditors; or

b) being a company, resolves to go into liquidation or has a summons or application presented or an order made for its winding up or has a liquidator, provisional liquidator, administrator, officer manager, receiver or receiver and manager or trustee appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors;

then the Vendor may rescind the contract and clause 19 will apply.

46 Release of Deposit for Payment of a Deposit and Stamp Duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

47 Adjustments

In the event that the outgoings and/or other payable amounts are not adjusted correctly on settlement, the purchaser undertakes to reimburse the vendor the appropriate amount upon request. This clause shall not merge on completion.

48 Swimming Pool

If the property contains a swimming pool, then:

48.1 The purchaser accepts the swimming pool, its surrounds and any fencing in their present condition and state of repair and will not be entitled to make any objection, requisition or claim for compensation in relation hereto.

48.2 the vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the *Swimming Pool Act 1992* and the regulations prescribed under the Act. In particular, notwithstanding any notices that may be issued from any competent authority, the purchaser shall not be entitled to require any ratification work to be carried out to any existing fence or the construction of any pool fence if no pool fence is in existence.

48.3 The purchaser agrees that after the completion the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon the completion of this contract.

48.4 The purchaser cannot make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the *Swimming Pool Act 1992* or other relevant legislation.

49 Guarantee

49.1 This clause applies if the purchaser is a proprietary company.

49.2 For the purposes of this agreement "covenanter" means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenanter will be joint and several.

49.3 In consideration of the vendor at the request of the covenanter entering into this agreement, the covenanter:

49.3.1 Covenants with the vendor that the covenanter will be with the purchaser jointly

and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this agreement; and

49.3.2 Guarantees to the vendor the punctual payment of all money payable by the purchaser under this agreement and the performance of the terms and conditions of this agreement.

49.4 If, for any reason this agreement is not enforceable by the vendor against the purchaser, in whole or part, the covenanter will indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser and this agreement been enforceable against the purchaser.

49.5 This is an essential term of this Contract.

SIGNED by	
the covenanters in the presence of:	
_____	_____
	Signature
_____	_____
Signature of Witness	Names of covenanter

Print Name of Witness	

Address of Witness	

50 Holiday Period

Where the completion date under this Contract falls due on or after 24th December and on or before 8th January in any given year, the completion date shall be deemed to be the first business day after 9th January in the relevant year (“Holiday Period”).

50.1 A Notice to Complete issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion earlier than the end of the Holiday Period.

50.2 Neither party may issue a Notice to Complete during the Holiday Period.

50.3 If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser will be calculated from the completion date to the actual date of completion after the Holiday Period and shall exclude the Holiday Period.

The Purchaser cannot make any requisition, delay completion, rescind or terminate this

Contract because of any matter referred to in this clause.

51 Deleted

52. GST

52.1 In the event that there is any GST payable by the Vendor under this contract the amount of the GST payable by the Vendor shall immediately be deemed to form part of the purchase price under the contract and must be paid by the Purchaser to the Vendor in the same manner and at the same time and in addition to the balance of the purchase price (as stated on page 1 of the contract); notwithstanding standard clause 13.10.

52.2 It is an essential term of this contract that any GST payable by the Vendor is so paid by the Purchaser on completion.

52.3 If the Vendor serves a letter from the Australian Taxation Office stating the Vendor has to pay GST on the price, the purchaser must pay to the Vendor on demand the sum of 10% of the price; notwithstanding standard clauses 13.10.

52.4 This clause 51 shall not be merged after the completion of this Contract.

53. Breach of Statutory Warranty by Vendor

If the Purchaser discovers that the Vendor has breached any warranty implied by way of *Conveyancing (Sale of Land) Regulation 2010*, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

53.1 If the Vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2010*, the Vendor may, before completion, serve a notice:

- (i) Specifying the breach;
 - (ii) Requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver);
- and
- (iii) Indicating that the Vendor intends to rescind this contract if the Waiver is not served within 14 Days of service of the notice.

53.2 The Vendor may rescind if:

- (i) The Vendor serves a notice under clause 53.1; and
- (ii) The Purchaser does not serve the Waiver within the time required under the notice.

53.3 If the Purchaser serves a Waiver before the Vendor rescinds under clause 53.2, the Vendor is no longer entitled to rescind under clause 53.2.

53.4 Unless such removal of claim is statutory excluded, the Purchaser has no claim against the Vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2010* other than the right to rescission conferred by that Regulations.

54 Order on agent

The Parties agree that the Order on the Agent is to be uploaded in PEXA workspace by no later than the morning of settlement. The Order on Agent will be held in escrow pending completion.

55 Exclusion of representations and warranties

The purchaser acknowledges and warrants that:

- a) this contract constitutes the entire and complete agreement and understanding between the parties, and the purchaser obtains independent legal advices, completely understands and accepts all terms and conditions contained in this contract when entering into the contract;
- b) it's the purchaser's due diligence to ascertain all pages of all prescribed documents required to be contained in this contract by the Conveyancing (Sale of Land) Regulation 2017 (the "Regulation") have been included, and the purchaser is not entitled to make a claim or rescind or termination the contract or delay completion because of any prescribed documents or pages pursuant to any provisions under the Regulation after the contract date; and
- c) subject to law which cannot be excluded or limited by this contract, there is no other understanding, agreement, arrangement, correspondence, warranty, term, promise or representation (whether express or implied or whether in writing, verbal or by conduct) in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties with respect to any of the matters to which this contract relates.

56 Tenancy

56.1 Notwithstanding that the Contract specified that it is subject to a tenancy, the Purchaser shall not raise any objections or requisitions, claims for compensation, or terminate the Contract if the tenancy is not available on settlement.

56.2 Notwithstanding anything elsewhere herein contained, the parties specifically acknowledge and agree that SHOULD this Contract be subject to VACANT POSSESSION, and, at the date of this Contract being entered into, there is a tenant occupying the property, Completion shall be the later of the due date on the Contract front page or three (3) business days after the tenant vacates the property. This is an essential term of the Contract.

57 Provisions apply after completion

The provisions of this Contract intended to have application after completion will continue to apply despite completion.

58 Land Tax and Surcharge Land Tax

Notwithstanding anything elsewhere herein contained, if the Vendor becomes liable for land tax and/or surcharge land tax by reason of a delay in settlement by the Purchaser beyond the Date of Completion on the Contract first page, then the Purchaser shall indemnify the Vendor for any such additional land tax and surcharge land tax liability. This clause is an essential clause of this

Contract.

59 Deleted

60 Requisitions on title

If the Purchaser makes a requisition, the Purchaser shall be deemed to have made the standard requisitions as follows:

If Strata title, Strata Title (Residential) Property Requisitions On Title, 2018 copyright of HWL Ebsworth Lawyers; or

If Deposited plan, Residential Property Requisitions On Title, 2018 copyright of HWL Ebsworth Lawyers.

61 Alterations to Contract

Notwithstanding any rule of law or equity to the contrary each party hereto hereby authorises his, her or their solicitor named herein or any employee of such solicitor to make any alterations to this Contract, including adding annexures thereto after it has been signed or executed by such party (but only up to and including the date hereof) and any such alteration shall be binding upon the party deemed hereby to have authorised the same, as if such alteration had been made before this Contract was so signed or executed by him, her or them, and any annexure so added shall form part of this Contract as if the same was annexed prior to the Contract being so signed or executed as aforesaid.

62 Cooling Off Period Extension

If, after the contracts have been exchanged, the purchaser requests an extension of the cooling off period, or a change to the completion date, then the purchaser agrees to pay to the vendor on completion the sum of \$165.00 in respect of each request, to compensate the vendor for additional conveyancing costs and such compensation is payable to the vendor whether the vendor does, or does not agree or consent to any such request.

63 Execution of Contract

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
- b) For the purpose of the Electronic Transactions Act 2000, each of the parties consents to send and receive the executed counterparts by email.
- c) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract;
- d) The vendor and purchaser acknowledge that the electronic version of this contract sent by email and signed by the respective party will be a true and original version of the contract and no other version will be provided unless agreed otherwise in writing by the parties to the contract.

64 Electronic and Digital Signing

The parties acknowledge and agree that:

- a) The contract may be electronically or digitally signed;
- b) The delivery of a counterpart of the contract bearing an electronic signature rather than a “wet” signature shall be deemed to bind the party whose signature is so represented;
- c) They will be bound by the contract which has been electronically or digitally signed; and
- d) The original contract is the contract which has been electronically or digitally signed.



FOLIO: 12/SP3469

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/10/2023	2:06 PM	5	8/9/2018

LAND

LOT 12 IN STRATA PLAN 3469
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

TIAN XIONG LU
YONG XUE CHENG
AS JOINT TENANTS (T AE73192)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP3469
2 AE73193 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP3469

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/10/2023	2:06 PM	1	24/11/2000

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 3469
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP3469

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 3469
ADDRESS FOR SERVICE OF DOCUMENTS:
8 AVON ROAD
DEE WHY 2099

SECOND SCHEDULE (5 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 S557234 CHANGE OF BY-LAWS
- 4 7242149 CHANGE OF BY-LAWS
- * 5 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: 54)

STRATA PLAN 3469

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 4	2	- 4	3	- 4	4	- 4
5	- 4	6	- 4	7	- 5	8	- 5
9	- 5	10	- 5	11	- 5	12	- 5

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

6

- (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.

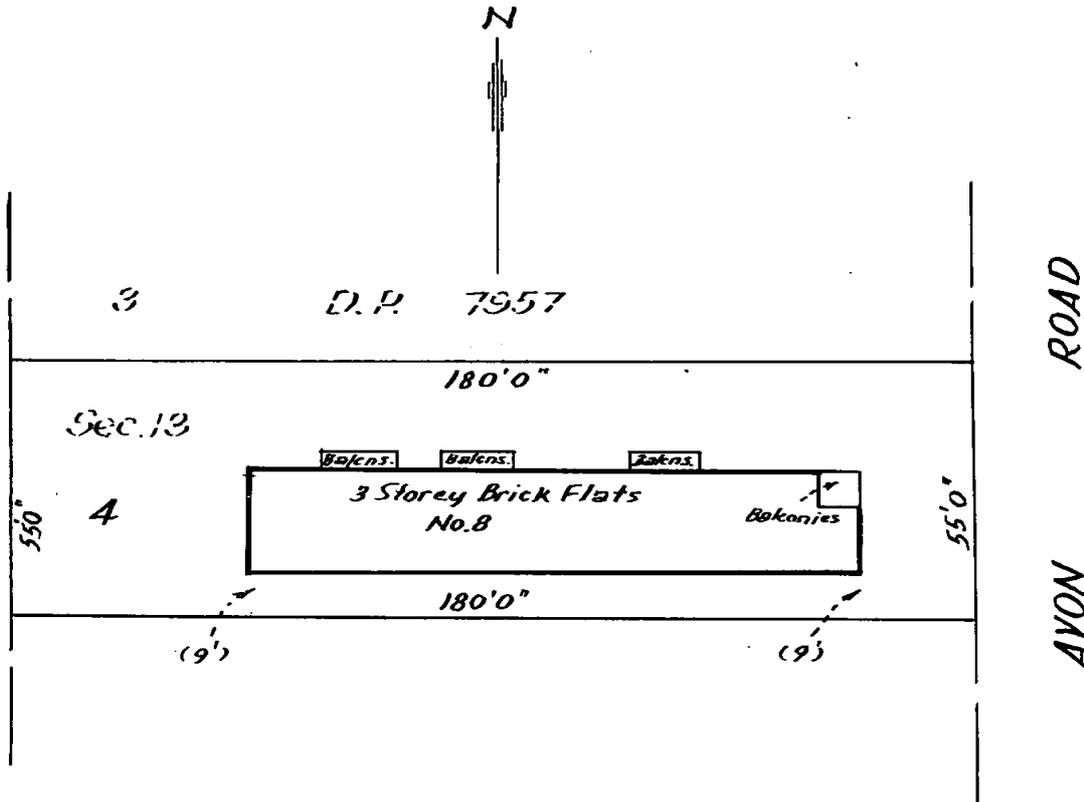
Parcel comprises^(a) *Whole* of^(b) *Lot 4 Sec. 13 in D.P. 7957*
 Reference to Title Vol. *7659* Fol. *15*
 Mun./Shire/City *WARRINGAH.*
 Locality *DEE WHY.*
 Parish *MANLY COVE.* County *CUMBERLAND.*
 Scale: *30 feet to an inch.*

STRATA PLAN 3469

(E)

Registered  *22.8.1968.*
 C.A.: *298/68* of *13.8.68*
 Ref Map: *Warringah Sh. 54*
 Last Plan: *D. P. 7957*

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	
Lot No.	Unit Entitlement	Vol.	Fol.
<i>SEE ANNEXURE SHEET</i>			
AGGREGATE			<i>2</i>

Stanley John Weatherby,
 of *10 Goorawah Av. Lg Perouse.*
 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;
~~(4)(2) eaves or guttering of the building project beyond each external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~
 Dated *27th May, 1968.*
 Signature *SJ Weatherby.*
 Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.
 Date *13.8.68*
 Subdivision No. *298/68*

 Council Clerk

The address for service of notices on the body corporate is:— } *No. 8 Avon Road, Dee Why. 2099.*

STRATA PLAN No. 3469

<i>Schedule of Unit Entitlement</i> ^(c)		OFFICE USE ONLY	
		<i>Current C's of T.</i>	
<i>Lot No.</i>	<i>Unit Entitlement.</i>	<i>Vol.</i>	<i>Fol.</i>
1	4	10883	104
2	4	10883	105
3	4	10883	106
4	4	10883	107
5	4	10883	108
6	4	10883	109
7	5	10883	110
8	5	10883	111
9	5	10883	112
10	5	10883	113
11	5	10883	114
12	5	10883	115
AGGREGATE	54		

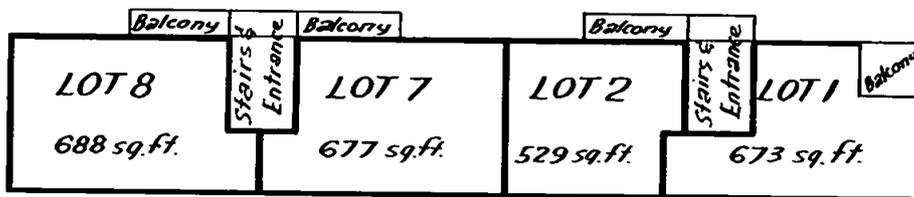

 CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 3469		
FEET	INCHES	METRES
8	6	2.59
9	-	2.745
55	-	16.765
180	-	54.86
SQ FT		SQ M
529		49.1
629		58.4
673		62.5
677		62.9
688		63.9

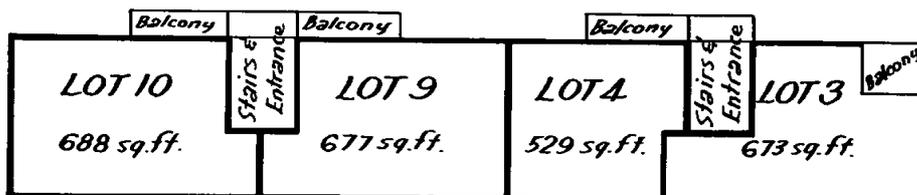

 Council Clerk.

STRATA PLAN No. 3469

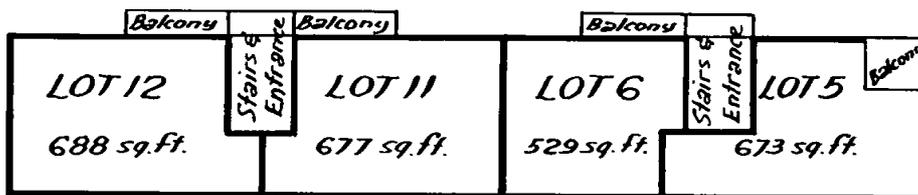
FIRST FLOOR.



SECOND FLOOR.



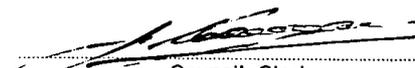
THIRD FLOOR.



All areas are approximate and include balconies.

Balconies are limited in height to 8'6" above their respective concrete floors.

Scale: 20 feet to an inch.


Council Clerk.



STRATA SCHEMES MANAGEMENT ACT (1996) BY-LAWS – RESIDENTIAL – Strata Plan No. 3469

<p>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.</p> <p>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.</p> <p>3 Obstruction of common property An owner or occupier of a lot must not obstruct lawful use of common property by any person.</p> <p>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.</p> <p>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. (2) An approval given by the owners corporation under sub clause (1) cannot authorise any additions to the common property. (3) This by-law does not prevent an owner or person authorised by an owner from installing: (a) any locking or other safety device for protection of the owner's lot against intruders, or (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.</p> <p>(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.</p> <p>(5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>9 Depositing rubbish etc 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 any person lawfully using the common property.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.</p>	<p>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.</p> <p>15 Garbage disposal An Owner or Occupier Must: (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), (e) must not place anything 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</p> <p>16 Keeping of animals (1) Subject to section 49 (4), 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.</p> <p>17 Appearance of lot Unless you have the written permission of the owners corporation, you must not keep anything within your lot that is not in keeping with the appearance of the rest of the building. This does not apply to the hanging of any washing, towel, bedding, clothing or other articles mentioned in by-law 10.</p> <p>18 Notice-board An owners corporation must cause a notice board to be affixed to some part of the common property.</p>	<p>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).</p> <p>Sections 116 and 117B – Owners, occupiers and other persons not to:</p> <ul style="list-style-type: none"> Interfere with structure of lot or service to lot any support or shelter provided by that lot for another lot or the common property Interfere with the passage or provision of water, sewerage, drainage, gas, electricity, garbage, cables, ducts or other similar services (including telephone, radio and television services) use or enjoy your lot in such a way which might cause a nuisance or hazard to another resident use or enjoy the common property in a way that may interfere unreasonably with another resident's use and enjoyment of common property or the resident's lot <p>You must give the owners corporation at least 14 days written notice before altering the structure of your lot, stating in your notice what the alterations are going to be. The owners corporation can stop alteration to a lot if it interferes with the common property or any support to the rest of the building.</p> <p>Please Note: These are the Standard By-Laws as at the date shown above the Additional By-Laws.</p> <p>For a copy of the additional By-Laws refer to the owners Log-in at www.stratamax.com.au</p> <p>Additional By-Laws as at 30 June 2011 Special By Law 557234 – Allocation of car ports and parking spaces. Special By Law 7242149 – Special privilege to install ramp and electrical power outlet for mobility scooter. *Refer to Special By-Laws for specific details</p>	<p>Mason and Brophy Strata Management Pty Ltd Jan 2001/19/05 Suite 1318B Phenter Road PO Box 5070 One Way NSW 2089 Phone: 02 9378 3000 Fax: 02 9382 3337 Email: mail@masonbrophy.com.au Website: www.masonbrophy.com.au</p>
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RP-47
1977



19 P.L.C.
REGISTRATION OF BY-LAWS

SECTION 58 (7), STRATA TITLES ACT, 1973
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

S557234

OFFICE USE ONLY

CB

A	1	of	1	-
\$		21.		

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrens Title Reference

Volume 8511 Folio 219

NUMBER OF
STRATA PLAN
Note (b)

THE PROPRIETORS—STRATA PLAN No. 3469..... the registered proprietor of the common property comprised in the Certificate of Title above referred to, certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on 7th May 1981.....

Note (c)

after the expiration of the initial period, it changed the by-laws as follows:

Note (d)

REPEALED BY-LAW No.	OFFICE USE ONLY
INSERTED/ADDED BY-LAW No. <u>28</u>	<i>on</i>
..... as fully set out below.	

Note (e)

That the proprietor for the time being of the lots listed hereunder shall be entitled to exclusive use and enjoyment of that part of the common property being the car-space or car-port set opposite the number of the lot hereunder and shown on the plan annexed to the minutes of the Body corporate dated 7th May 1981 free of charge but subject to the proprietor properly maintaining the car-space or car-port in a state of good and serviceable repair and that this by law having been made with the consent in writing of the proprietors of all lots in Strata Plan 3469 shall not be capable of being amended added to or repealed except by a by-law made pursuant to a unanimous resolution.

- Lot 1 - Car-space 1
- Lot 2 - Car-port 8
- Lot 3 - Car-space 3
- Lot 4 - Car-port 10
- Lot 5 - Car-space 5
- Lot 6 - Car-port 6
- Lot 7 - Car-port 7
- Lot 8 - Car-space 2
- Lot 9 - Car-port 9
- Lot 10 - Car-space 4
- Lot 11 - Car-port 11
- Lot 12 - Car-port 12

The common seal of The Proprietors—Strata Plan No. 3469
 was hereunto affixed or 1981 in the presence of
JOHN RAYMOND BROPHY and IAN ARTHUR MASON
 (BLOCK LETTERS)



John Brophy Director
I. A. Mason Secretary

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

TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

LODGED BY WOOD, LINDEN & RICH 722 Pittwater Road, BROOKVALE. N.S.W. 2100 D.X. 626 Sydney Phone: 938-2444 Delivery Box Number <u>927N</u>		LOCATION OF DOCUMENTS CT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> Mar with In R.G.O. with Produced by <i>C7 JER 21/7/81</i>	
OFFICE USE ONLY Extra Fee Checked by <i>AA6</i>	REGISTERED <u>9-7-1981</u> Registrar General		LP

ML

RP47
1979

INSTRUCTIONS FOR COMPLETION

This form is appropriate to a change of by-laws pursuant to section 59 (7) of the Strata Titles Act, 1973, where the initial period, as defined by the Act, has expired in respect of the strata scheme. The subsection allows a body corporate with the consent in writing of a proprietor and pursuant to a unanimous resolution to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect of, common property, or by unanimous resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive use and enjoyment of, or special privileges in respect of common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with regulation 37 (2) (d), (e) and (f) of the Real Property Act Regulations, 1970.

Amendment of a by-law should be effected by fully repealing the existing by-law, and by substituting the new by-law in the terms required. For example, if an existing by-law gives the proprietor or occupier of a specified strata lot the exclusive use and enjoyment of a specified car-port, and the body corporate has subsequently effectively resolved to change the by-law to cast on that proprietor or occupier the duty of maintaining and repairing the car-port, the following would be appropriate.

REPEALED BY-LAW No. 31 INSERTED/ADDED BY-LAW No. 31 as fully set out below.
BY-LAW 31. The proprietor for the time being of lot 7, or other the occupier of that lot, shall have the exclusive right to occupy the car-port erected on the common property and bearing the painted number "7" for so long as that car-port is kept in a good and proper state of maintenance and repair at the expense of that proprietor.

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

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the signatories to the dealing.

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

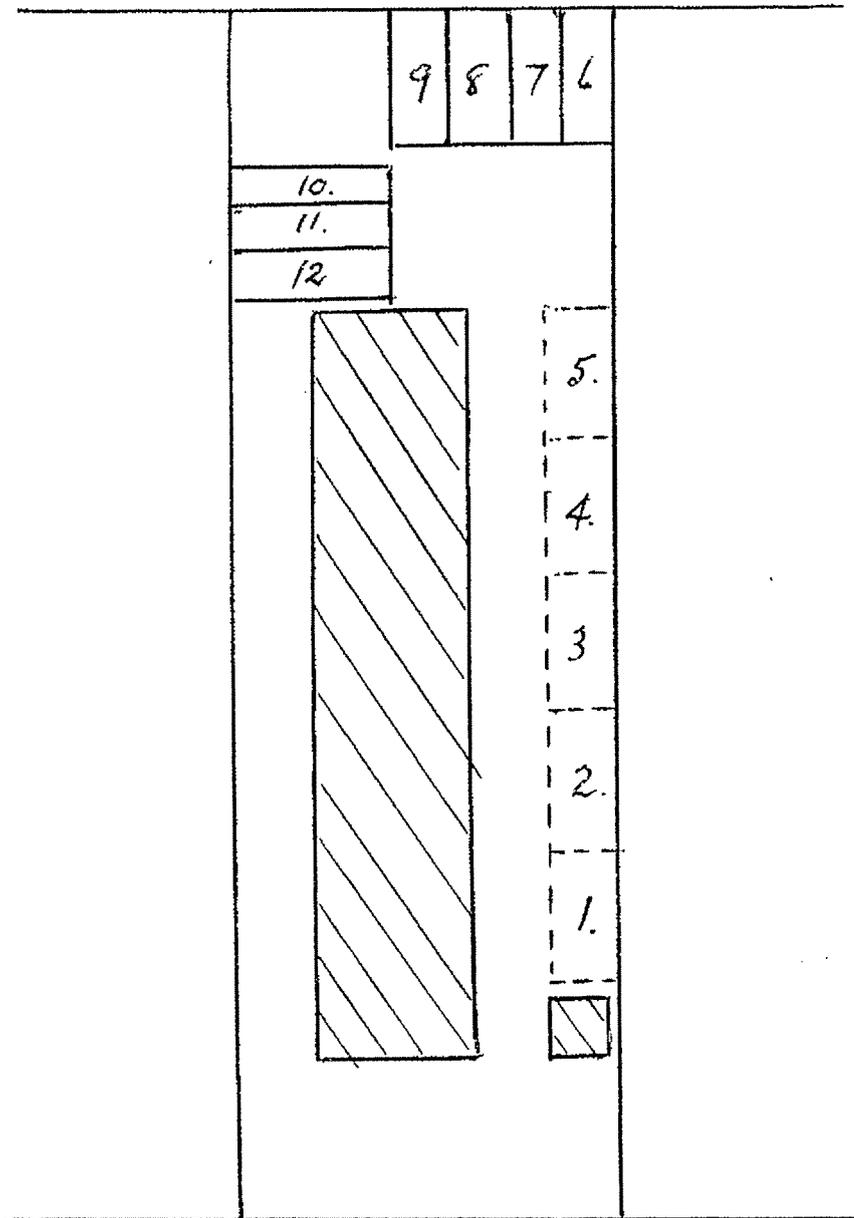
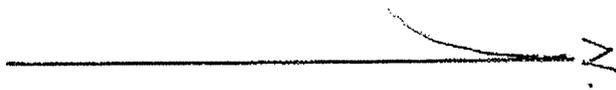
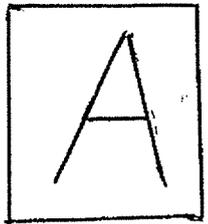
This instrument and the Certificate of Title for the common property should be lodged by hand at the lodgment counter in the Office of the Registrar General located on the second floor of the Centrepoint Building, Market Street, Sydney, and the prescribed fee paid.

The following instructions relate to the sidenotes on this form.

- (a) Reference to title of common property—TORRENS TITLE REFERENCE—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title, e.g., CP/SP12345 or Vol. 8514 Fol. 126.
- (b) Insert the number of the Strata Plan upon which the strata scheme is based.
- (c) Insert the date on which the resolution was passed.
- (d) Indicate by number the by-laws affected.
- (e) Set out in full the terms of the inserted/added by-law.
- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

OFFICE USE ONLY

SECOND SCHEDULE AND OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER <small>(FOR RECD. DEALING & FOLIO IDENTIFIERS)</small>	(G) DIRECTION	(H) NOTFN. TYPE	(I) DEALING NUMBER	(K)	DETAILS



AVON ROAD

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

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1985
Real Property Act 1900

7242149K



(A) **TORRENS TITLE**

For the common property
FOLIO IDENTIFIER CP/3469

(B) **LODGED BY**

LTO Box 38117	Name, Address or DX and Telephone Harleto Co Reference (optional): D Buck : Mason	CODE CB
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(C) The Owners-Strata Plan No 3469 certify that pursuant to a resolution passed on 4th October 2000 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 47 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—

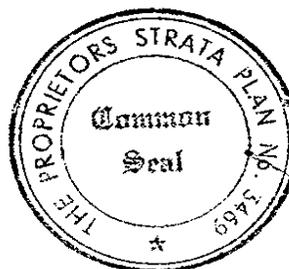
(E) Repealed by-law No
Added by-law No 2
Amended by-law No
as fully set out below.

See Annexure

(F) The common seal of the Owners-Strata Plan No 3469 was affixed on in the presence of—

Names: PETER JOHN DALY

Signatures: [Signature]



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.

[Signature]

THIS IS THE ANNEXURE REFERRED TO IN CHANGE OF BY-LAWS
DATED 2000 FOR STRATA PLAN 3469.

The owner of Lot 2 (the owner) shall have a special privilege in respect of the common property to install a ramp and electrical power outlet to park and charge a mobility scooter on the ground floor under the stairwell in the eastern foyer, subject to the following conditions:

Conditions:

Before commencing the works, the owner must obtain a copy of all requisite approvals of the local Council to the work, including all conditions of approval, plans, drawings, specifications and notes and in exercising the special privilege conferred by this by-law, the owner must:

- 1) undertake the works in a proper and skillful manner, using proper and best quality materials;
- 2) comply with all conditions of consent of the local Council: and
- 3) undertake the works in accordance with the building code of Australia and all applicable Australian standards.
- 4) the owner must maintain the ramp and all fittings and fixtures in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- 5) The owner must repair promptly any damage caused or contributed by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- 6) The owner must indemnify the Owners Corporation against any liability for damage to property or injury or death of person caused by or arising out of the works.
- 7) The owner must meet all reasonable expense of the Owners Corporation including reasonable legal expenses, incurred in registration of this by-law.
- 8) The ramp and fixtures and fittings must be removed when they are no longer required or the owner vacates the premises.





New South Wales Repealed Acts

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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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Northern Beaches Council Planning Certificate – Part 2

Applicant: Elite Lawyers & Associates
Suite 106/781 Pacific Highway
CHATSWOOD NSW 2067

Reference: 181539
Date: 27/10/2023
Certificate No. ePLC2023/07253

Address of Property: 12/8 Avon Road DEE WHY NSW 2099
Description of Property: Lot 12 SP 3469

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

Partly Affected - State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 2

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

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 ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

(c) Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(d) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney area to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

Part 3A Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

Part 3B Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

Part 3C Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Part 4 Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

Part 4A General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

Part 5 Industrial and Business Alterations Code

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

Part 5A Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

Part 5B Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

Part 6 Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

Part 7 Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

Part 8 Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

- (a) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

7. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

(a) Council has adopted policies that restrict 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 (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

13. Mine Subsidence

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

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

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Additional matters under the Contaminated Land Management Act 1997

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

(a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

(b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

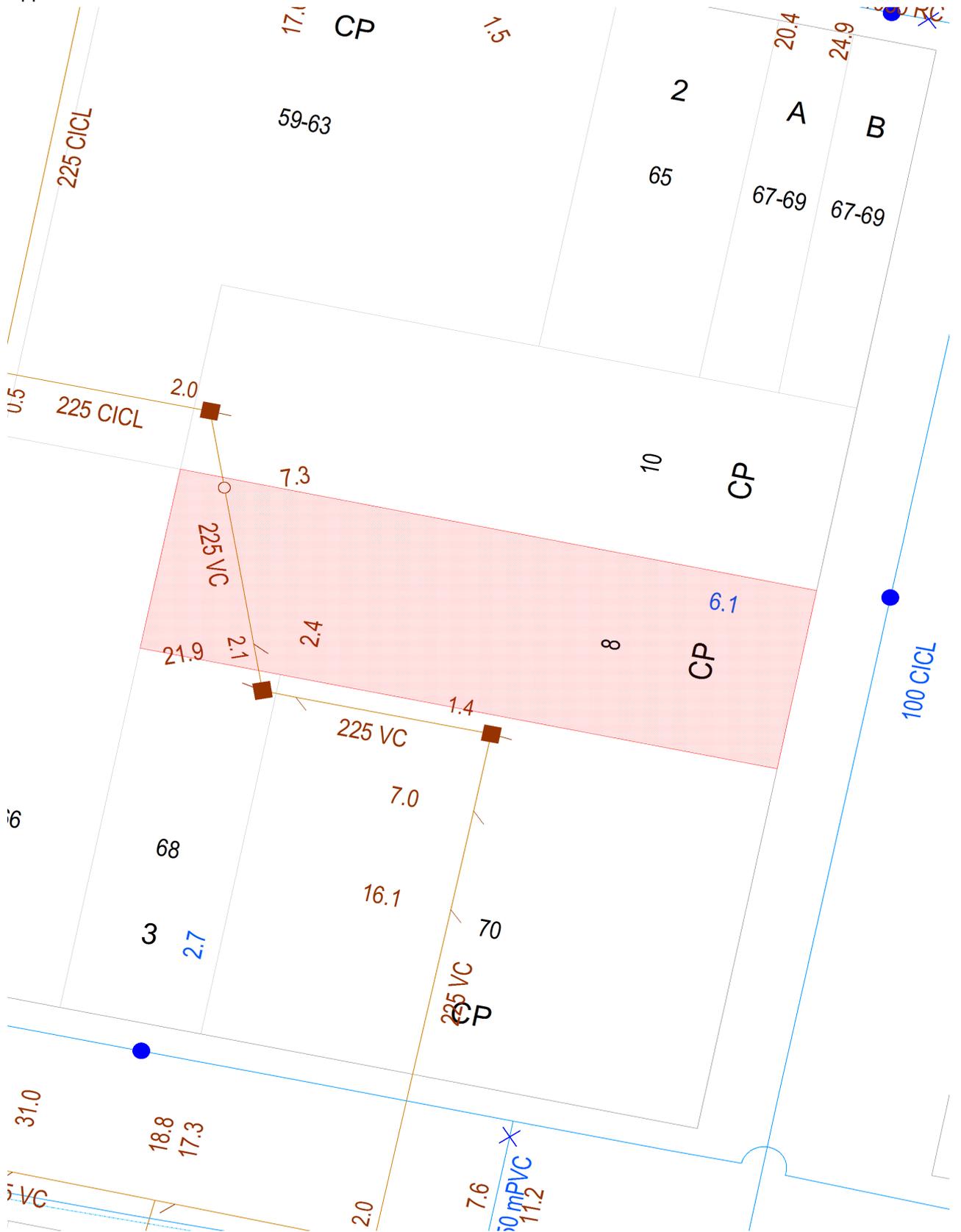
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Scott Phillips
Chief Executive Officer

27/10/2023

Service Location Print
Application Number: 8002908396



Document generated at 27-10-2023 09:31:24 AM

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

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**.



Enquiry ID 4002585
Agent ID 81429403
Issue Date 27 Oct 2023
Correspondence ID 1773636384
Your reference 181539:KL

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S3469/12	Unit 12, 8 AVON RD DEE WHY 2099	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.