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Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Unique Property Real Estate** **39 Canterbury Road, Petersham, NSW 2049**	**Phone: 9560 2111** **Ref: Hellio Dias**
co-agent		
vendor	**Kieran William Block and Nina Block** **67 Oliver Street, Heathcote, NSW 2233**	
vendor's solicitor	**Phillip Erickson & Associates** **Strathfield Plaza Office Tower Suite 9, Level 5, 11** **The Boulevarde, Strathfield NSW 2135**	**Phone: 02 8387 0439** **Fax: 02 4044 0277** **Ref: PE:180341** **E:phillip@ericksonlaw.com.au**
date for completion	**42nd day after the date of this contract**	(clause 15)
land (address, plan details and title reference)	**Unit 3/42 Albert Street, Petersham, New South Wales 2049** **Registered Plan: Lot 3 Plan SP 2188** **Folio Identifier 3/SP2188**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds	☐ dishwasher	☒ light fittings	☒ stove
	☐ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$** _____	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)

buyer's agent — deposit to be invested ☐ NO ☐ Yes

vendor — **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares — **witness**

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Choices

vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO	☐ yes
proposed *electronic transaction* (clause 30)	☒ NO	☐ yes

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

land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

Bonded Strata Management - PO Box 131 Earlwood 2206
Telephone: 9718 4022 email: strata@bondedstrata.com.au

List of Documents

General

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 52

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WARNING—LOOSE-FILL ASBESTOS INSULATION

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—SWIMMING POOLS

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

Lot 2/SP2188 / 3-12 Albert Street PETERSHAM NSW 2049

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

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

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2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

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3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

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7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (`service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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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 –

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13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

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

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

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

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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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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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

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25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).

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

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

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

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

27.6 If consent is not given or refused –

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

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

27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser *serves* a notice that it is an *electronic transaction within* 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after receipt of the purchaser's notice under clause 30.1.2; and
- before the receipt of a notice given under clause 30.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of receipt of the notice under clause 30.1.2 –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

Lot 3/SP2180, 3/42 Albert Street PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
30.8.1 join the *Electronic Workspace*;
30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
30.10.2 all certifications required by the *ECNL* are properly given; and
30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however
30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
30.15.1 holds them on completion in escrow for the benefit of; and
30.15.2 must immediately after completion deliver the documents or things to, or as directed by;
the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

Lot 3/SP2188 / 342 Albert Street PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32. Amendments to contract

32.1 The definition of "bank" in clause 1 is amended by deleting that definition and substituting the words "a bank as defined in the Banking Act 1959, the Reserve Bank or a State Bank".

32.2 Clause 6 is amended by the addition of the following clause 6.4:

"6.4 The vendor can *rescind* if -

6.4.1 the purchaser makes a claim for compensation under clause 6.1;

6.4.2 the vendor *serves* a notice of intention to *rescind* that specifies that claim for compensation; and

6.4.3 the purchaser does not *serve* a notice waiving the claim for compensation *within* 14 days after that *service*."

32.3 Clause 7 is amended by deleting the words "(including a claim under clause 6)" where it appears in the first line of that clause

32.4 Clause 7.1.1 is amended by substituting "$ 1,000.00" for "5% of the price".

32.5 Clause 8.1 is amended by deleting the words "on reasonable grounds".

32.6 Clause 8.2 is amended by deleting the words "and those grounds".

32.7 Clauses 10.1, 10.2 and 10.3 are amended by the inclusion of the words "or delay completion of this contract" after the word "terminate" where that word first appears in each of these clauses.

32.8 Clause 12.1 is amended by adding the words "other than a building certificate" after the word "report".

32.9 Clause 16.5 is amended by deleting the words "plus another 20% of that fee".

32.10 Clause 16.8 is deleted.

32.11 Clause 20.6 is amended by the addition of the following clause 20.6.8:

"*served* if it is sent by email to the *party's solicitor* provided the sender receives a delivery receipt for the email."

32.12 Clause 31 is amended as follows:

32.4.1 by the adding to the end of clause 31.1.2 the words "or is not *served* on the purchaser before the date for completion.";

32.4.2 by inserting at the end of clause 31.2 (after sub-clause 31.2.4) the words:

"and the obligations of the purchaser under this clause 31.2 are essential and until the purchaser has complied with clauses 31.2.3 and 31.2.4 in all respects, the outstanding *remittance amount* shall be a charge on the land in favour of the vendor in respect of which charge the vendor shall be entitled to lodge a caveat with the purchaser's consent to such caveat being hereby expressly given."

32.4.3 by inserting the following further clauses:

"31.6 The purchaser is liable for all penalties or interest payable to the Deputy Commissioner of Taxation on account of late payment of the *remittance amount*.

31.7 If clause 31.1 applies and a *clearance certificate* is not attached to this contract, the vendor shall apply for the same and use their best endeavours to obtain a *clearance certificate* by the date for completion provided however that if the *clearance certificate* has not been obtained by the date for completion, the vendor may elect either to:

31.7.1 postpone completion by *serving* a notice on the purchaser nominating to a date that is no later than 30 days after the date for completion; or

31.7.2 require the purchaser to complete this contract and pay the *remittance amount* to the Deputy Commissioner of Taxation in accordance with clause 31.2;

provided that if the vendor *serves* a notice under clause 31.7.1 then the date for completion of this contract will become the date nominated in that notice.

31.8 The obligations imposed on the purchaser by this clause 31 do not merge on completion."

32.13 Each *party* authorises its *solicitor* and any employee of that *solicitor* to make alterations to this contract including the addition of annexures after execution and up to the date of this contract (or up to the date of the expiration of any cooling off period, if applicable) and any such alteration is binding on the *party* deemed to have authorised it. Any such alteration forms part of this contract.

33. Delayed settlement

33.1 If this contract does not complete on the date for completion because of the fault of the purchaser (including the fault of its mortgagee), the purchaser must pay the vendor $100.00 (plus *GST*) on completion as compensation for additional legal expenses incurred by the vendor. The vendor may refuse to complete the contract unless and until the purchaser has paid this amount.

34. Completion and interest

34.1 Without limiting any other rights of the vendor, if the purchaser does not complete this contract on the date for completion for any reason (other than because the vendor cannot complete) then the purchaser must pay to the vendor, on completion, interest calculated at the rate of 10% per annum on the balance of the purchase price and any other monies payable on completion from the date for completion up to the date of actual completion, inclusive of both days.

34.2 Interest payable by the purchaser in accordance with this clause is an essential term of this contract.

34.3 Without prejudice to any other right or remedy of either *party*, if completion does not take place on or before 4.00 pm on the date for completion, then either *party* (not then being in default under this contract) may at any time thereafter, *serve* a notice upon the other *party*, requiring completion on a specified date not less than 14 days after service of the notice (counted from the day after the day on which the notice is served) ("a notice to complete"), and in respect of such notice, time will be of the essence.

34.4 For all purposes at law and in equity, the parties acknowledge that 14 days is a reasonable and sufficient time within which to require completion.

34.5 Without affecting any other right, a *party* who has issued a notice to complete can at any time before the expiration of the notice:

(i) withdraw the notice; or

(ii) extend the completion date nominated in the notice.

34.6 A *party* may issue more than one notice to complete.

34.7 If the vendor issues a notice to complete then the purchaser must pay the vendor $350.00 (plus *GST*) on the completion date as compensation for additional legal expenses incurred by the vendor in respect of the issue of the notice. The vendor may refuse to complete this contract unless and until the purchaser has paid this amount.

34.8 Failure of the vendor to exercise its rights under a notice to complete is not a waiver of any of the vendor's rights under this contract.

35. Purchaser's acknowledgments

35.1 The purchaser promises that they have entered this contract relying upon their own knowledge, inspection and inquiries, and they do not rely upon any promises, warranties or representations, express or implied (except as maybe specifically contained in this contract) made by or on behalf of the vendor.

35.2 The purchaser agrees and acknowledges that the *property* is sold in its present state of repair and condition with all defects, if any, whether latent or patent, and the purchaser cannot make a claim or *requisition* or delay completion of, or *rescind* or *terminate* this contract, in respect of the state of repair or condition of the *property.*

35.3 The purchaser cannot make a claim or *requisition* in respect of, nor is the purchaser entitled to delay completion of, or *rescind* or *terminate* this contract by reason of any sewer, manhole or vent on the *property*, nor by reason of any rain or stormwater down pipe being connected to the sewer.

35.4 The purchaser acknowledges and agrees that the purchaser will rely upon their own inquiries with respect to any consents or permits issued under the *Environmental Planning & Assessment Act 1979*, the *Conveyancing Act 1919* or the *Local Government Act 1993* in relation to the *property* and the purchaser cannot make a claim or *requisition* or delay completion of, or *rescind* or *terminate* this contract by reason of the failure of the vendor or any predecessor in title of the vendor to comply with the conditions of any such consent or permit.

36. Purchaser's finance

36.1 The purchaser promises that:

(i) the purchaser has not advised the vendor or any person acting on behalf of the vendor that the purchaser requires credit to enable them to complete this contract and accordingly, completion of this contract is not conditional upon nor the subject of any application for credit; or

(ii) the purchaser is satisfied as to the reasonableness of all of the terms of any credit contract which the purchaser has entered into, or intends to enter into to enable them to complete this contract.

36.2 The purchaser acknowledges that the vendor has been induced to enter into this contract, and may enter into further contractual obligations, based upon the vendor's reliance upon the purchaser's promise in this clause and the purchaser is aware that they remain liable to the vendor for damages arising from a breach of this promise notwithstanding that the purchaser may have a right to *terminate* this contract under the uniform *National Credit Code*.

37. Purchaser's authority to sign on behalf of a company

37.1 Where the purchaser is a company, by signing this contract as either a director of the company or as a person authorised to sign on behalf of the company, that person warrants he or she is properly authorised by that company to execute this contact on behalf of the company.

38. Guarantee where purchaser is a company

38.1 Where the purchaser is a company, by signing this contract as either a director of the company or a person authorised to sign on behalf of the company, that person is deemed to have signed in the capacity of a *guarantor* as described in this clause.

38.2 The *guarantor* acknowledges that the vendor has entered into this contract by and at the request of the *guarantor* and the *guarantor* unconditionally and irrevocably guarantees to the vendor the due and punctual payment of all moneys payable by the purchaser under this contract and the due and punctual performance and observance of all covenants, conditions and provisions in the contract to be performed and observed by the purchaser.

38.3 The *guarantor* covenants with the vendor that:

(i) the guarantee is a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and the liability of the *guarantor* continues until all obligations of the purchaser under this contract are duly performed and completed;

(ii) the liability of the *guarantor* is not abrogated, altered, prejudiced or affected by any neglect, waiver, indulgence, forbearance, concession or the granting of time by the vendor to the purchaser or by any other act or thing done, permitted or omitted, it being the intent that the guarantee and obligations of the *guarantor* under this contract are absolute and unconditional in any or all the circumstances.

38.4 Notwithstanding anything contained or implied in this contract and notwithstanding that this guarantee may be void or unenforceable for any reason whatsoever, the *guarantor* agrees as a separate and additional liability to hold the vendor indemnified against all losses, damages, expenses and costs which the vendor may incur by reason of any breach or default by the purchaser under this contract.

38.5 The expression "*guarantor*" includes each *guarantor* and his or her personal representatives and where there is more than one *guarantor,* the covenants and agreements of the *guarantor* under this contract will bind them jointly and each of them severally

39. Agent's commission

39.1 The purchaser promises that they were not introduced to the vendor or the *property* by any real estate agent, except the vendor's agent (if any) named on the front page of this contract, and the purchaser must indemnify the vendor against any claim for commission which might be made by any agent as a result of an introduction constituting a breach of this warranty, and such indemnity shall extend to all costs, claims and expenses incidental thereto. This clause does not merge on completion.

40. Disability

40.1 If the purchaser (or any one or more of them) dies or becomes mentally ill prior to completion the vendor may *rescind* this contract by serving a notice.

40.2 If prior to completion, the purchaser is declared bankrupt or enters into any scheme or assignment for the benefit of creditors, or being a corporation goes into liquidation, has a receiver or manager appointed, makes an assignment, arrangement or composition for the benefit of creditors, or a petition, order or resolution is presented or made for the winding up of the purchaser, then the purchaser is in breach of an essential obligation under this contract and the vendor may *terminate* this contract by serving a notice.

41. Vendor's charge

41.1 The vendor is not obliged to remove any charge on the *property* for any rate, tax or outgoing until completion, and the vendor is not deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the *property* for any rate, tax or outgoing and the vendor may *serve* a notice to complete notwithstanding there is a charge on the *property* for any rate, tax or outgoing.

42. Requisitions on title

42.1 The purchaser agrees that the only general requisitions on title that the purchaser may make under clause 5 are in the form attached.

43. Error in adjustment of outgoings

43.1 The parties agree that if on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated, the *party* incorrectly advantaged must immediately pay the amount to correct the miscalculation immediately on being so requested by the other *party* and in the manner requested by that *party*.

44. Release of deposit

44.1 The purchaser authorises the release of the deposit to the vendor for the purpose of using the deposit towards a deposit on the acquisition of another property in New South Wales by the vendor and/or the payment of stamp duty on the acquisition of another property in New South Wales by the vendor.

44.2 This clause is sufficient authority for the stakeholder to release the deposit for the purposes described in clause 44.1 without further authorisation by the purchaser.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/SP2188

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2018	9:29 PM	4	16/11/2009

LAND

LOT 3 IN STRATA PLAN 2188
AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

KIERAN WILLIAM BLOCK
NINA BLOCK
AS JOINT TENANTS (CN AF119326)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP2188
2 AF119327 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 22/01/2018 21:29:26

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP2188

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2018	9:31 PM	-	-

VOL 8506 FOL 188 IS THE CURRENT CERTIFICATE OF TITLE

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 2188 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP2188

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 2188
ADDRESS FOR SERVICE OF DOCUMENTS:
42 ALBERT ST
PETERSHAM 2049

SECOND SCHEDULE (3 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 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: 528)

STRATA PLAN 2188

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	48	2	48	3	37	4	37
5	51	6	48	7	37	8	40
9	51	10	48	11	37	12	40
13	1	14	1	15	1	16	1
17	1	18	1				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

180341 PRINTED ON 22/1/2018

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Received: 22/01/2018 21:31:31

Req:R991845 /Doc:SP 0002188 P /Rev:23-Jul-2007 /Sts:SC.OK /Pgs:ALL /Prt:22-Jan-2018 21:33 /Seq:1
Ref:180341 /Src:M

a) State if whole or part.

b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises[a] whole of[b] lot 1 & part lot 2 Sec. 5 in D.P. 99
~~Town of Norwood~~

Reference to Title Vol. 1212 Fol. 103

Mun./~~Shire/City~~ Marrickville

Locality Petersham

Parish Petersham County Cumberland

Scale 30 feet to an inch

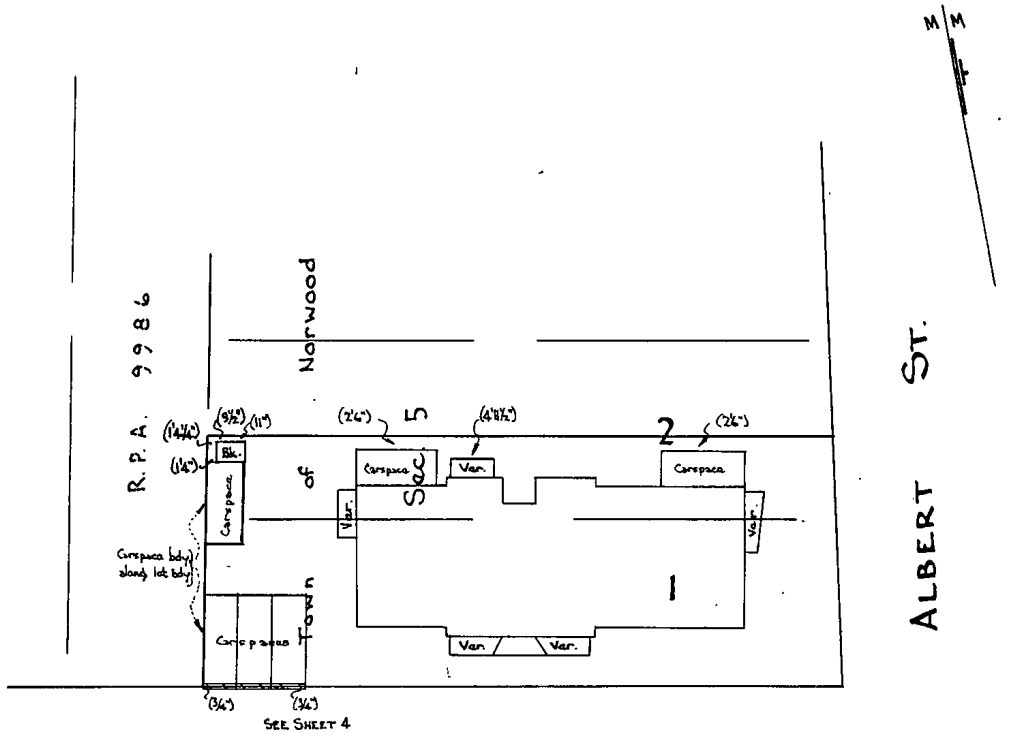
STRATA PLAN 2188

Registered: 4.7.1966

C.A.: 1106 of 31-5-1966

Ref Map: Marrickville Sh. A.

Last Plan: D. P. 99.



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

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

(d) Delete if inappropriate.

Schedule of Unit Entitlement[c]		OFFICE USE ONLY Current C's of T.	
Lot No.	Unit Entitlement	Vol.	Fol.
SEE	SHEET	2	
AGGREGATE			

I, GARRY REGINALD FULLER of Fuller, Little & Brown of "Crusade House" Cnr. Willarong Rd & Kingsway, Caringbah a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel[d] ~~subject to clause (2) of this certificate;~~

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

Dated 28.3.1966

Signature Gary Fuller

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

Date 31-5-1966

Subdivision No. 1106

E. M. Mackay
Council Clerk

The address for service of notices on the body corporate is:— The Registered Proprietors Strata Plan No. 2188.
42 Albert St., Petersham.

4445 4.65 K 1212 V. C. N. Blight, Government Printer

Surveyor's Reference: 66/438

Req:R991845 /Doc:SP 0002188 P /Rev:23-Jul-2007 /Sts:SC.OK /Pgs:ALL /Prt:22-Jan-2018 21:33 /Seq:2 of 4
Ref:180341 /Src:M

STRATA PLAN No. 2188.

Schedule of Unit Entitlement		OFFICE USE ONLY Current Cs of T.
Lot No	Unit Entitlement	Vol. Fol.
1	48	10354-181
2	48	10354-182
3	37	10354-183
4	37	10354-184
5	51	10354-185
6	48	10354-186
7	37	10354-187
8	40	10354-188
9	51	10354-189
10	48	10354-190
11	37	10354-191
12	40	10354-192
13	1	10354-193
14	1	10354-194
15	1	10354-195
16	1	10354-196
17	1	10354-197
18	1	10354-198
AGGREGATE	528	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 2188

FEET	INCHES	METRES
-	0 3/4	0.02
-	9 1/2	0.24
-	11	0.28
1	4	0.405
1	4 1/4	0.415
2	6	0.76
4	11 1/2	1.51
7	6	2.285
8	-	2.44
9	-	2.745
18	-	5.485
20	-	6.095

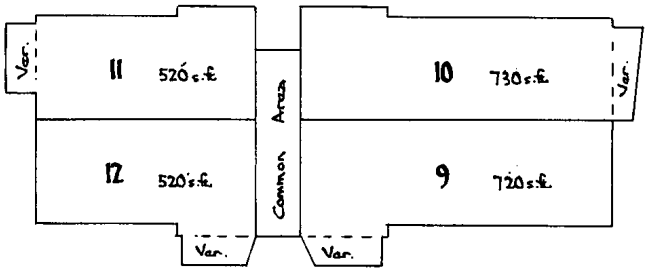
SQ FT	SQ M
144	13.4
150	13.9
520	48.3
720	66.9
730	67.8

COUNCIL CLERK

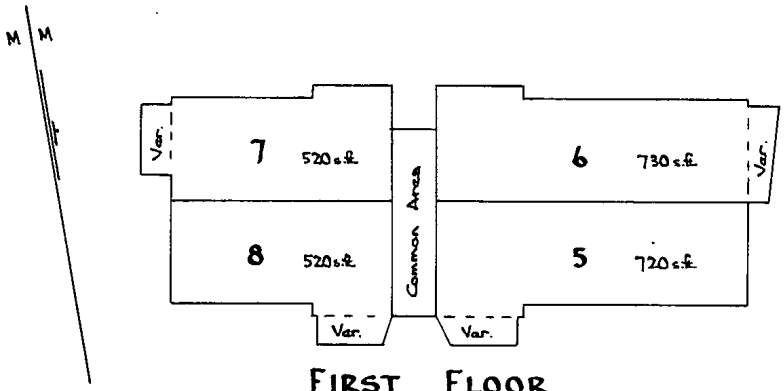
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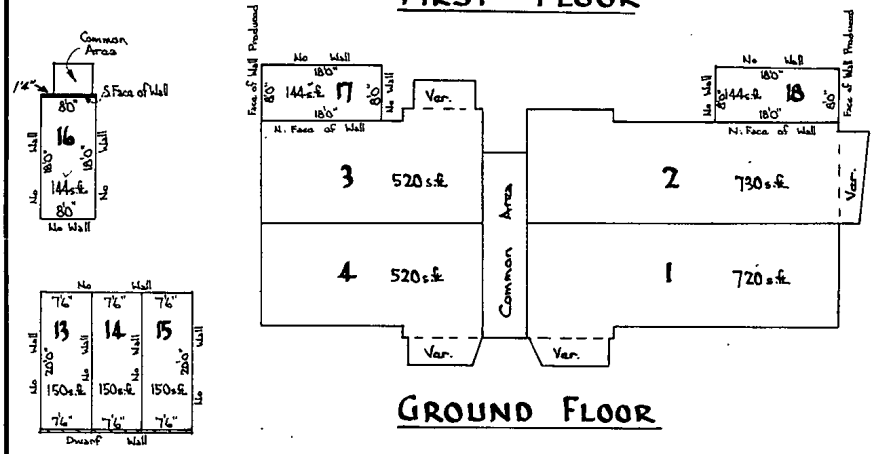
STRATA PLAN No. 2188.



SECOND FLOOR



FIRST FLOOR



GROUND FLOOR

Areas include verandahs.

Verandahs are to a height of 9'0" above floor level.

Carspaces (lots 13 to 18 incl.) are not bounded by walls except as shown and are limited to a height of 9'0" above concrete floor level.

Scale: 20 feet to an inch

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Ref:180341 /Src:M

STRATA PLAN No. 2188.

For the purposes of the Conveyancing (Strata Titles) Act, 1961 the "building" does not include the part of the dwarf wall encroaching upon the street, nor is it intended that the same should be included in any certificate of title to issue for a strata lot.

Surveyor registered under the Surveyors Act, 1929, as amended.

Registered Proprietor.

COUNCIL CLERK

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New South Wales Consolidated Regulations

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

SCHEDULE 2 – BY-LAWS FOR PRE-1996 STRATA SCHEMES

(Clause 35)

1 NOISE

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

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

2 VEHICLES

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

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

3 OBSTRUCTION OF COMMON PROPERTY

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

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

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

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

5 DAMAGE TO COMMON PROPERTY

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

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

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

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

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

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

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

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

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

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

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

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

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

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

8 BEHAVIOUR OF INVITEES

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

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

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

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

10 DRYING OF LAUNDRY ITEMS

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

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

11 CLEANING WINDOWS AND DOORS

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

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

12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

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

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

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

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

14 FLOOR COVERINGS

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

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

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

15 GARBAGE DISPOSAL

An owner or occupier of a lot:

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

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

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

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

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

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

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

16 KEEPING OF ANIMALS

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

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an

animal on a lot or the common property.

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

17 APPEARANCE OF LOT

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

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

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

18 NOTICE BOARD

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

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

19 CHANGE IN USE OF LOT TO BE NOTIFIED

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

Strata Schemes (Freehold Development) Act 1973 No 68

Repealed version for 1 March 2016 to 29 November 2016 (accessed 22 January 2018 at 21:59)

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".

23 (Repealed)

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.

INNER WEST COUNCIL

PLANNING CERTIFICATE UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979.

Cert. No.: ePC201800072
Page No: 1 of 14
Date: 24/01/2018

APPLICANT
PHILLIP ERICKSON & ASSOCIATES
Suite 9, Level 5, 11 The Boulevarde
Strathfield NSW 2135
lynne@ericksonlaw.com.au

PROPERTY
3/42 Albert Street
PETERSHAM NSW 2049
Lot 3 SP 2188

PROPERTY NO.
722

REFERENCE

In accordance with the requirements of section 149 of the Environmental Planning and Assessment Act 1979, the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and DCPs

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

1. The following environmental planning instruments apply to the land:

- Marrickville Local Environmental Plan 2011
- deemed S.E.P.P. (Sydney Harbour Catchment) 2005
- S.E.P.P. No. 19 Bushland in Urban Areas
- S.E.P.P. No. 21 Caravan Parks
- S.E.P.P. No. 30 Intensive Agriculture
- S.E.P.P. No. 33 Hazardous and Offensive Development
- S.E.P.P. No. 50 Canal Estate Development
- S.E.P.P. No. 55 Remediation of Land
- S.E.P.P. No. 62 Sustainable Aquaculture
- S.E.P.P. No. 64 Advertising and Signage
- S.E.P.P. No. 65 Design Quality of Residential Flat Apartment Development
- S.E.P.P. (Housing for Seniors or People with a Disability) 2004
- S.E.P.P. (Building Sustainability Index: BASIX) 2004
- S.E.P.P. (Major Development) 2005
- S.E.P.P. (Mining, Petroleum Production and Extractive Industries) 2007
- S.E.P.P. (Miscellaneous Consent Provisions) 2007
- S.E.P.P. (Infrastructure) 2007
- S.E.P.P. (Exempt and Complying Development Codes) 2008
- S.E.P.P. (Affordable Rental Housing) 2009
- S.E.P.P. (Vegetation in Non-Rural Areas) 2017
- S.E.P.P. (Educational Establishments and Child Care Facilities) 2017

Any enquiries regarding these State Planning Policies should be directed to the Department of Planning on: ***1300 305 695 or 02 9228 6333.*** *Information can also be obtained from the Department's website at http://www.planning.nsw.gov.au*

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

2. The following proposed environmental planning instruments apply to the land:

- Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016
- State Environmental Planning Policy No. 64 Advertising and Signage (Amendment No. 3)

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

3. The following development controls plan (D.C.P) apply to the land:

- Marrickville Development Control Plan 2011

ITEM 2

Zoning and land use under relevant LEPs

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

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

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

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

(d) the purposes for which the instrument provides that development is prohibited within the zone,

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

(f) whether the land includes or comprises critical habitat,

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

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

Item 2 (a), (b), (c) & (d) – Zoning and Land use table

R2 - Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for multi dwelling housing and residential flat buildings but only as part of the conversion of existing industrial and warehouse buildings.
- To provide for office premises but only as part of the conversion of existing industrial and warehouse buildings or in existing buildings designed and constructed for commercial purposes.
- To provide for retail premises in existing buildings designed and constructed for commercial purposes.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Health consulting rooms; Hostels; Places of public worship; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Bulky goods premises; Business premises; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Garden centres; Hardware and building supplies; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Mortuaries; Neighbourhood shops; Open cut mining; Passenger transport facilities; Plant nurseries; Port facilities; Pubs; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Shop top housing; Storage premises; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Item 2 (e) – Minimum land dimensions

There are NO minimum land dimensions for the erection of a dwelling house on the land. All applications for the erection of a dwelling house will be assessed in accordance with the Environmental Planning and Assessment Act, 1979.

Item 2 (f) – Critical habitat

The land DOES NOT include or comprise critical habitat.

Item 2 (g) – Conservation Area

The land IS NOT within a heritage conservation area referred to in Schedule 5 of Marrickville Local Environmental Plan 2011

Item 2 (h) – Heritage Item

An item of environmental heritage IS NOT situated on the land under Marrickville Local Environmental Plan 2011

ITEM 2A

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

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

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

The land IS NOT land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies.

ITEM 3

Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Please note: The following land-based affectations may affect only part of the land parcel: ANEF25+, Acid Sulfate Soils, Heritage Item (Local and State), Heritage Conservation Area, Heritage Interim Order, Foreshore Building Line and Land Reserved for Acquisition. Please check the planning maps to determine the extent of the affectation(s) to establish if Complying Development is allowed on part of the land parcel.

Housing Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Container Recycling Facilities Code

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

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

ITEM 4

Coastal protection

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

No.

ITEM 4A

Certain information relating to beaches and coasts

(1) In relation to a coastal council – whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO order has been made under Part 4D of the *Coastal Protection Act 1979.*

(2) In relation to a coastal council:

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

Council HAS NOT been notified under Section 55X of the *Coastal Protection Act 1979.*

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

Not Applicable

ITEM 4B

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

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

The land IS NOT subject to any annual charges under Section 496B of the *Local Government Act 1993.*

ITEM 5

Mine subsidence

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

No.

ITEM 6

Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) any environmental planning instrument, or
(c) any resolution of the council.

The land IS NOT affected by a road widening or road realignment under:
(i) Part 3 Division 2 of the Roads Act 1993
(ii) any environmental planning instrument; or
(iii) any resolution of the Council

ITEM 7

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:
(a) adopted by the council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

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

- Council HAS adopted by resolution and in accordance with S.72 of the Environmental Planning & Assessment Act, 1979 a development control plan incorporating Council's policy on contaminated land. The Plan has been prepared substantially in accordance with State Environmental Planning Policy No. 55, and the Contaminated Land Planning Guidelines. This policy may affect development of land:

  (a) which is affected by contamination;
  (b) which has been used for certain purposes;
  (c) in respect of which there is not sufficient information about contamination;
  (d) which is proposed to be used for certain purposes;
  (e) in other circumstances contained in the development control plan and policy;

  and in some cases may restrict the development of land.

- Council HAS NOT by resolution (aside from the matters raised in the above item(s)) adopted a policy to restrict the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

- Council HAS received no notification of the type described in item 7(b) from a public authority of a policy adopted by that authority that restricts the development of the land because of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

ITEM 7A

Flood related development controls information

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

No.

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

No.

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

ITEM 8

Land reserved for acquisition

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

The land IS NOT reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act, under:

(i) any environmental planning instrument
(ii) deemed environmental planning instrument; or
(iii) draft environmental planning instrument

ITEM 9

Contributions plans

The name of each contributions plan applying to the land.

- Marrickville Section 94/94A Contributions Plan 2004.
- Marrickville Section 94/94A Contributions Plan 2014.

ITEM 9A

Biodiversity certified land

If the land is biodiversity certified land (within the meaning of *Part 8 of the Biodiversity Conservation Act 2016*) a statement to that effect.

The land IS NOT biodiversity certified land as defined under Part 8 of the Biodiversity Conservation Act 2016

ITEM 10

Biodiversity stewardship sites

If the land is land to which a biobanking agreement under *Part 5 of the Biodiversity Conservation Act 2016* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land IS NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (that Council has been notified of by the Chief Executive of the Office of Environment and Heritage).

ITEM 10A

Native vegetation clearing set asides

There are NO set aside areas on the land under section 60ZC of the Local Land Services Act 2013 (that Council has been notified of by Local Land Services or it is registered in the public register under that section).

ITEM 11

Bush fire prone land

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

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

The land IS NOT bush fire prone land.

ITEM 12

Property vegetation plans

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

No.

ITEM 13

Orders under Trees (Disputes Between Neighbours) Act 2006

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

No.

ITEM 14

Directions under Part 3A

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

No.

ITEM 15

Site compatibility certificates and conditions for seniors housing

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

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  (i) the period for which the certificate is current, and
  (ii) that a copy may be obtained from the head office of the Department of Planning, and

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Item 15(a)

There IS NOT a current site compatibility certificate (seniors housing) relating to the land

Item 15(b)

There ARE NO applicable terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land

ITEM 16

Site compatibility certificate for Infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(a) the period for which the certificate is valid, and
(b) that a copy may be obtained from the head office of the Department of Planning.

There IS NOT a current site compatibility certificate (infrastructure) relating to the land

ITEM 17

Site compatibility certificate and conditions affecting affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(a) the period for which the certificate is current, and
(b) that a copy may be obtained from the head office of the Department of Planning.

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

Item 17(1)

There IS NOT a current site compatibility certificate (affordable rental housing) relating to the land

Item 17(2)

There ARE NO applicable terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land

ITEM 18

Paper subdivision information

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

Nil.

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

Not applicable.

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

Not Applicable.

ITEM 19

Site verification certificates

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

a) the matter certified by the certificate, and

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

b) the date on which the certificate ceases to be current (if any), and
c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure

Not applicable.

ITEM 20

Loose-fill asbestos insulation

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

No.

OTHER ITEMS (i)

Section 23 exemption or Section 24 authorisation

Whether an exemption under Section 23 or an authorisation under section 24 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* No 1 has been issued by the Co-ordinator General in relation to the land.

An exemption under Section 23 or an authorisation under Section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 No 1 HAS NOT been issued by the Co-ordinator General in relation to the land.

OTHER ITEMS (ii)

Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes the following additional matters that are to be specified in a planning certificate:
(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

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

No.

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

No.

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

No.

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

No.

Information provided in this planning certificate is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

Council draws your attention to Section 149 (6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

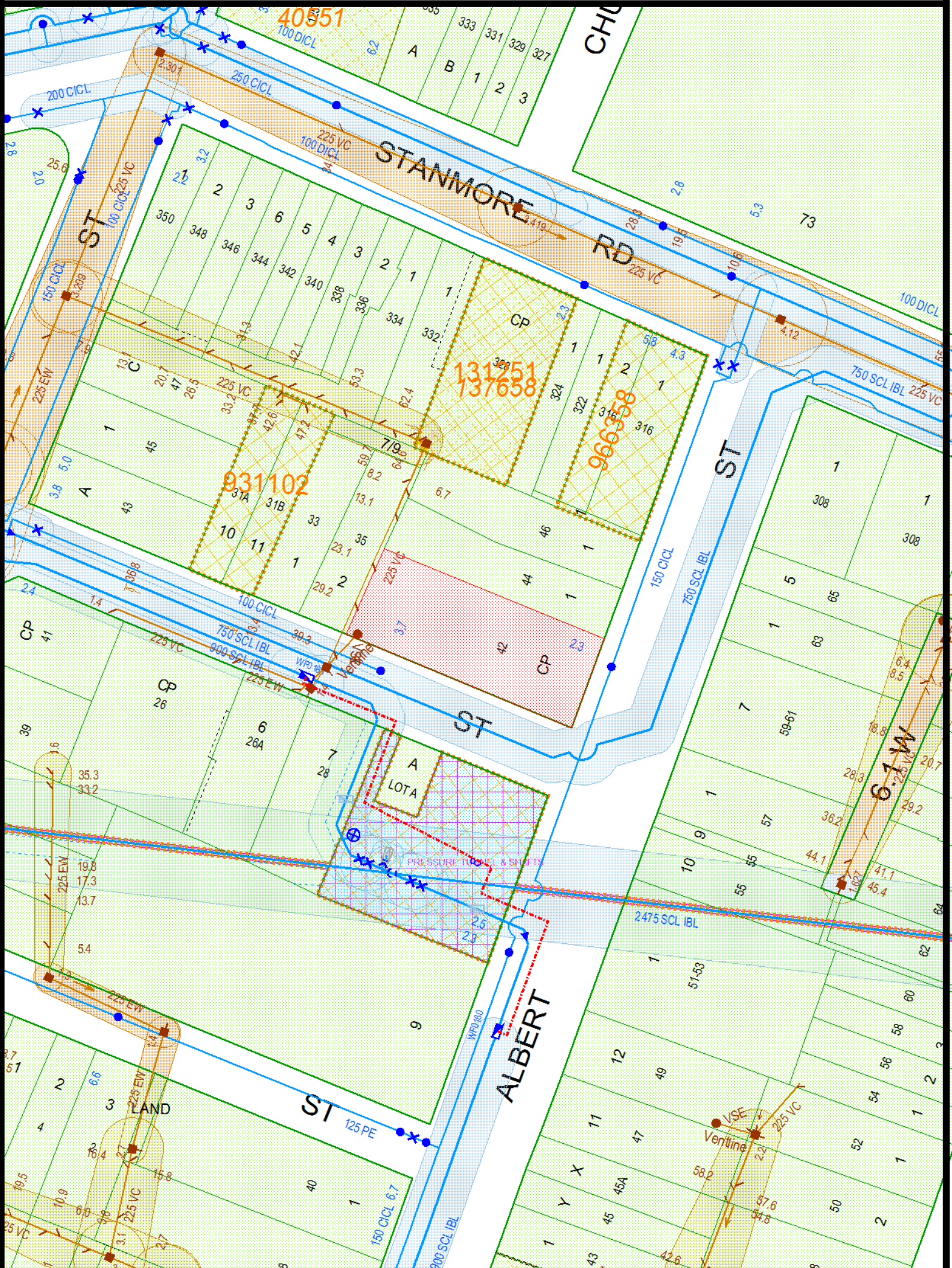
This is the end of the Certificate as prescribed under section 149(2) of the Environmental Planning and Assessment Act 1979.

Please contact the Planning Services Section for further information about any instruments or affectations referred to in the Certificate.



HARJEET ATWAL
PLANNING OPERATIONS MANAGER

Application No. 9801980 Created on Jan 22, 2018 10:14:56 PM



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

DIAGRAM OF SANITARY DRAINAGE

Municipality of MARRICKVILLE SEWER AVAILABLE

Diagram No. 286299

CLAY CHILD PIPE

SYMBOLS AND ABBREVIATIONS

- Boundary Trap
- Pit
- GI Grease Interceptor
- Gully
- P.T. P. Trap
- RS Reflux Sink
- R.V. Reflux Valve
- Cleaning Eye
- VERT. Vertical Pipe
- V.P. Vent. Pipe
- S.V.P. Soil Vent. Pipe
- D.C.C. Down Cast Cowl
- I.P. Induct Pipe
- M.F. Mica Flap
- T Tubs
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste
- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

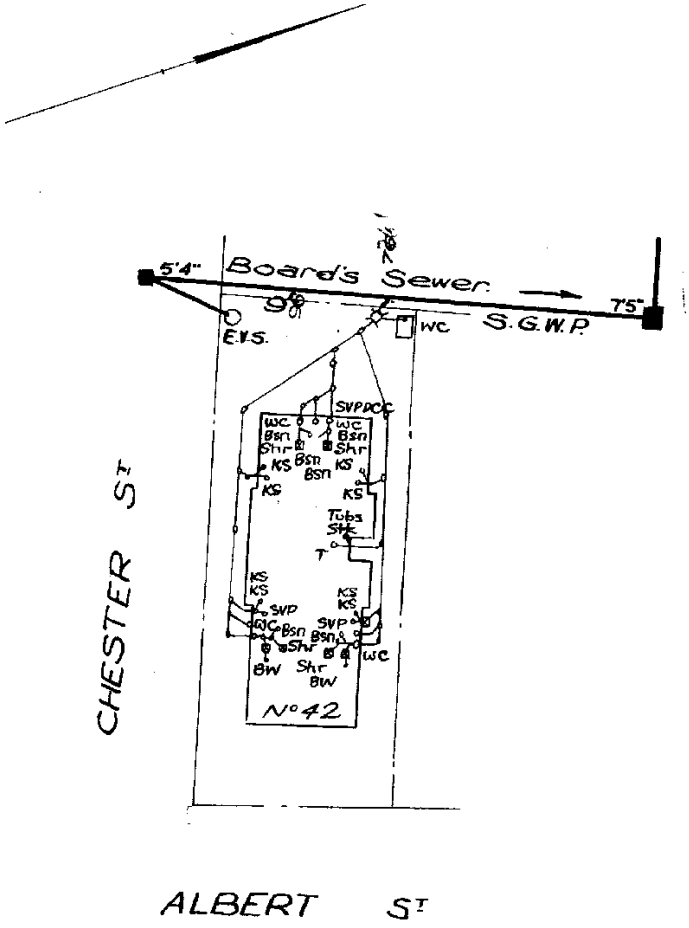
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws.



SHEET No. 472

19

FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY

W.C	Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
Bth		/ /		/ /	/ /		
Shr	Inspector						
Bsn	Examined by		Date			Inspector	/ /
K.S			Outfall HL LL			Checked	/ /
T		/ /					
Pig	Chief Inspector		Drainer			519 225	
Dge.Int.			is				

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. In relation to any swimming pool on the property or the parcel:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.
(a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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