

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 89157420	NSW DAN:
vendor's agent	Waters & Carpenter First National 112 South Parade, Auburn NSW 2144		Phone: 0410 505 733 Fax: Ref: Ayhan Emeli
co-agent			
vendor	CHOOCHAI AREPANONT, ORAPAN AREPANONT		
vendor's solicitor	Raymond Lee & Co Solicitors World Square, Level 6 Suites 63&64 650 George Street SYDNEY NSW 2000		Phone: 02 9281 6868 Fax: 02 9281 6282 Ref: 2117173
date for completion	42 days after the contract date (clause 15)		Email: ray@raylee.com.au
land	5/52 THE TRONGATE GRANVILLE NSW 2142 (Address, plan details and title reference)		
	LOT 5 IN STRATA PLAN 67424 5/SP67424		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Civium Sydney

Locked Bag 3008, WODEN ACT 2606

levies@civium.com.au

1300 724 256

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS
CONTRACT FOR THE SALE AND PURCHASE OF LAND –2019 EDITION

Purchasers Acknowledgment

1. The Purchaser acknowledges that he has not been induced to enter into this contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises and property being purchased and is satisfied as to the condition and state of repair of the premises and property and shall not raise any requisition, objection or claim for compensation in respect thereof.

Agent

2. The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property directly or indirectly by any real estate agent entitled to claim commission or remuneration on this sale other than the estate agent referred to in the particulars and that no other estate agent was the effective cause of the sale. The Purchaser hereby indemnifies the Vendor against all and any claims, actions, suits, demands, costs and expenses (including but without limiting the generality of the foregoing, professional legal costs and disbursements on a solicitor and client basis) in connection with any breach of this warranty. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

Notice to Complete

3. If this contract is not completed by the completion date then either party may by notice in writing to the other at any time thereafter require completion of the contract to take place at the expiration of 14 days from the date of the service by one party on the other of a notice requiring completion to be effected at the expiration of such period and it is hereby agreed and declared that time shall be of essence of this contract as regards completion thereof at the time referred to in such notice.

Interest

4. If the Purchaser fails to complete this contract by the date for completion as specified in this contract ("the completion date") for any reason other than the willful default on the part of the Vendor then the Purchaser shall on completion or termination hereof pay interest on the balance of the purchase money at the rate of 12% per annum accruing on a daily basis computed from the date of completion date until the date of actual completion or termination hereof and further the Purchaser shall pay to the Vendor the sum of \$330.00 inclusive of any GST to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Parties acknowledge that such interest and additional costs are reasonable and a genuine pre-estimate of damages and additional costs suffered or incurred by the Vendor as a result of the Purchaser's delay and the Vendor shall not be obliged to complete this contract without payment of the said interest and costs being made by the Purchaser on or before completion and the Vendor may, on completion, treat such interest and costs as an accretion to the balance of purchase money.

Service of documents

5. Without limiting the provisions of Clause 20.6, a document under or relating to this contract is served on a party if it is addressed to that party's solicitor and delivered to a place in facilities of a document exchange system of which that party's solicitor is a member; and such document shall be deemed to have been received by that party and the date on which it was first delivered by the serving party's solicitor to a place in such facilities where, under the rules of such document exchange system, to serving party's solicitor was entitled to deliver the document, and whether or not that place is the same as that from which the recipient's solicitor collects such document.

Capacity or Death of a Party

6. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had Special Condition 6 not been included, if a *party* (or any one of them) prior to completion:
 - (a) dies or becomes mentally ill then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and this contract will be at an end and the provisions of clause 19 apply; or
 - (b) if the purchaser is declared bankrupt or enters into any scheme or makes an assignment for the benefit of creditors, then the purchaser will be deemed in default of this contract and the vendor may *terminate* this contract.

Corporation as Purchaser

7. The Purchaser shall be in breach of an essential term of this Contract and Vendor may terminate this agreement by notice in writing to the Purchaser's solicitor apply if prior to completion the Purchaser being a company
 - (a) resolves to enter into liquidation or provisional liquidation
 - (b) has a summons presented for its winding-up
 - (c) enters into any scheme of arrangement with its creditors under the Corporations Act 2001
 - (d) has any liquidator, provisional liquidator, receiver or official manager appointed.

In the event that the Purchaser is a Company (other than as listed on Australian Stock Exchange) the Purchaser must procure its directors to execute the form Guarantee and indemnity in this Contract on the date of this Contract. This is an essential term of the Contract.

Investment of deposit

8. Pending completion, rescission or termination of this contract (whichever in fact occurs) the Vendor's agent referred to on page 1 of the contract may invest the

deposit monies on interest-bearing deposit with a trading bank or building society. Such investment shall be made in the name of the Vendor's agent in trust for the Vendor and the Purchaser.

Interest which accrues on the deposit shall be dealt with as follows:

- (a) if the deposit is forfeited to the Vendor all interest shall be paid to the Vendor;
- (b) if the deposit is refunded to the Purchaser all interest shall be paid to the Purchaser; and
- (c) if the contract is completed all interest shall be paid to the Vendor and Purchaser in equal shares.

The Vendor and the Purchaser agree that they shall give such directions and such things as may be necessary to give effect to the provisions of this clause, including providing the stakeholder with any Tax File Number.

Pool

- 9. In the event that the improvements constructed upon the property hereby sold includes a swimming pool, the Vendor does not warrant that any fencing relating to such swimming pool complies with any current requirements of any Government or Local Government authority relative hereto and the Purchaser shall not make any objection requisition or claim for compensation in respect of such or lack thereof or arising there from.

Release of Deposit

- 10. The deposit referred to herein shall be released if required for the Vendors use as deposit on their purchase providing that such deposit shall only be paid into the Trust Account of a licensed agent or solicitor and providing that such deposit shall not be further released without the Purchasers' express consent.

No Requisitions

- 11. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any of the following matters:-
 - (i) any existing gas, electricity or telephone service to the property;
 - (ii) the presence on the property of any gas pipes, electricity wires or telephone wires;
 - (iii) the presence of any sewer manhole or vent on the property;
 - (iv) any rainwater being connected to the sewer; and
 - (v) the fact that a boundary of the property is not fenced or that any boundary fence or boundary wall shall not be upon or within such boundary.

Amendments to Contract

12. The Standard Conditions of this Contract shall be amended as follows:

- (i) Clause 7.1.1 is deleted.
- (ii) Clause 7.2.1 delete 10% and insert 1%;
- (iii) Clause 8.1.1 delete the words "on reasonable grounds".
- (iv) Clause 8.2.2 is deleted.
- (v) Clauses 10.1.8 and 10.1.9 the word "substance" is deleted and replaced by "existence".
- (vi) Clause 11.2 is amended by adding after the word "terminated" the words "other than as a result of default by the purchaser".
- (vii) Clause 14.4 is amended by deleting the word "not" and replacing the word "but" with the word "and".
- (viii) Clause 14.4.2 is deleted.
- (ix) Clause 16.8 is deleted
- (x) Clause 22 is amended by inserting the following as sub-clause 22(b):

"The purchaser acknowledges that the vendor is relying on the purchaser's promise contained in clause 22. If the promise is untrue in any respect the purchaser must indemnify the vendor against all loss or damage including any consequential loss which the vendor may suffer as a consequence of the vendor having relied on the purchaser's promise when entering into this contract."

- (xi) Clause 23.9.1 is deleted.
- (xii) Clause 25.2 is deleted and replaced with:

"The Vendor is not required to serve an abstract of title and the Purchaser shall, at its cost and expense undertake its own searches and enquiries to satisfy itself as to the Vendor's title".

Payment of part deposit

13. The parties agree that the deposit required for this purchase is 10% of the purchase price. In the event that the Vendor agrees in writing prior to entering into the Contract, the Purchaser shall pay the amount of \$ (amount 5%) on entering into the Contract and the balance of deposit being \$ (amount 5%) upon the date for completion of this Contract or on lawful termination by the Vendor.

Tenancy

14. In the event that the Contract provides for vacant possession to be provided on completion, the Vendor may prior to completion rent the property to a tenant upon terms in accordance with a Residential Tenancy at a rent determined by the Vendor provided that such Residential Tenancy shall be for no more than 6 months. The Purchaser shall accept such tenancy on completion and shall not raise any requisition, objection nor delay settlement in respect thereof.

In the event that the contract provides that such is subject to a tenancy as

specified the Purchaser shall not rescind, raise any objections or requisitions, claim for compensation, terminate or delay settlement in the event that such or any tenancy is not available at the date of completion.

Furniture and Inclusions

15. The Purchaser agrees that he purchases the subject property together with all items listed as inclusions. The Purchaser accepts the items in their present condition and state or repair and must not make any objection, requisition, claim for compensation or delay completion of this contract if on or before completion, any particular items is missing, stolen, damaged or not in proper working order.

Credit Code

- 16 The Purchaser acknowledge that the Vendor has entered into this contract on the Purchaser's warranty that:

- (a) the Purchaser does not require credit in order to pay for the Property; or
- (b) if the Purchaser requires credit in order to pay for the Property the Purchaser has obtained such credit on reasonable terms prior to the date of this contract.

The purchase shall not have any right to terminate this Contract by virtue of any non-availability of credit.

Compensation to Vendor's legal cost

- 17 (a) If a Notice to Complete is issued by the Vendor pursuant to Special Condition 3 of this Contract, the Purchaser must pay to the Vendor in addition to the interest payable under Special Condition 4, the sum of two hundred twenty (\$220.00 dollars to cover additional legal costs and other expenses incurred by the vendor as a consequence of the Vendor's solicitor having to issue a Notice to Complete. The Purchaser acknowledges that the sum of two hundred twenty (\$220.00) dollars is reasonable and it is an essential term of this Contract that such amount be paid on or before completion.
- (b) In the event that the Vendor has arranged settlement and settlement is cancelled by the Purchaser, the Purchaser must pay to the Vendor in addition to the Purchase Price the sum of \$330.00 inclusive of any GST to cover the legal costs and other expenses of the Vendor arising as a consequence of needing to re-arrange settlement.
- (c) In the event that the Purchaser has not served the Transfer at least 14 days before the Completion date the Purchaser shall pay to the Vendor in addition to the Purchase Price the sum of \$165.00 inclusive of GST being the Vendor's solicitor additional legal costs and expenses and the Purchaser agrees that such sum is reasonable.

Condition of Auction

18. The Purchaser acknowledges that in the event the property is sold by auction the following provisions shall apply:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
- (c) The highest bidder is the Purchaser, subject to the reserve price.
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion is not in the best interests of the Vendor.
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by in paragraph (1) are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.
- (c) When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

Land tax

19. Deleted.

Goods and Services Tax

20. Notwithstanding anything herein contained the parties acknowledge that the purchase price has been determined exclusive of GST (as defined in the statute A New Tax System (Goods and Services Tax 1999) – “the GST Act”).

If payment of the purchase price or any part thereof constitutes the consideration for a Taxable Supply (as defined in the GST Act), then the amount of GST payable in respect of that Taxable Supply must be paid by the Purchaser to the Vendor simultaneously with payment of the balance of the purchase price.

If the amount of GST payable is not capable of determination as at the date of payment of the balance of the purchase price, then the Purchaser must pay to the Vendor an amount equal to the Vendor's reasonable estimate of the GST, on terms that if the estimate is in excess of the GST actually payable then the Vendor will make an appropriate refund to the Purchaser and if the estimate is less than the GST actually payable then the Purchaser must forthwith pay the deficiency to the Vendor.

The Vendor must provide the Purchaser with a tax invoice (as defined in the GST Act) in respect of the GST payment made by the Purchaser.

This provision shall not merge in or be extinguished on completion of this Contract.

Breach of Statutory Warranty by Vendor

21. (1) The Purchaser warrants that all pages of all documents required to be included in this Contract by *Conveyancing (Sale of Land) Regulation 2017* have been included.
- (2) If the Purchaser discovers that the Vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.
- (3) If the Vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the Vendor may, before completion, serve a notice:
- (a) specifying the breach;
 - (b) requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and
 - (c) indicating that the Vendor intends to rescind this contract if Waiver is not served within 14 days of service of the notice.
- (4) The Vendor may rescind if:
- (a) the Vendor serves a notice under paragraph (3); and

- (b) the Purchaser does not serve the Waiver within the time required under the notice.
- (5) If the Purchaser serves a Waiver before the Vendor rescinds under paragraph (4), the Vendor is no longer entitled to rescind under paragraph (4).
- (6) The Purchaser has no claim against the Vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017* other than the right of rescission conferred by that Regulation

DIRECTORS GUARANTEE AND INDEMNITY

I/We
of _____ (“the Guarantors”)
being Director(s) of _____ Pty Limited
ACN _____, in consideration of the Vendor at my/our request entering into
this Contract with the Purchaser do hereby jointly and severally guarantee the
performance by the Purchaser of the terms of the Contract, including but not limited to
the due and punctual payment of all money payable by Purchaser and the performance
by the Purchaser of all other terms and conditions of this Contract. The Guarantors
agree to indemnify and keep indemnified the Vendor against any loss, damage, or
expense suffered or incurred by the Vendor as a result of the Purchaser’s breach of this
Contract. This guarantee and indemnity is continuing and irrevocable whilst any of the
Purchaser’s obligations remain outstanding under the Contract and applies to this
Contract and any variation of the Contract without the need to obtain the Guarantors
consent to any such variation.

Executed for the benefit of the Vendor as a Deed:

SIGNED	SEALED	AND)	
DELIVERED by the	GUARANTOR)	
in the presence of)	
				_____ Signature of Guarantor
_____ Signature of Witness				_____ Name (Print)
_____ Name of Witness (Print)				

SIGNED	SEALED	AND)	
DELIVERED by the	GUARANTOR)	
in the presence of)	
				_____ Signature of Guarantor
_____ Signature of Witness				_____ Name (Print)
_____ Name of Witness (Print)				

SOLICITOR'S CERTIFICATE

I whose name appears in Item 1 of the Schedule hereto of the address which appears in Item 2 in the Schedule hereto certifies as follows: -

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property described in Item 3 of the Schedule hereto from the Vendor whose name appears in Item 4 of the Schedule hereto to the Purchaser whose name appears in Item 5 of the Schedule hereto in order that there is no cooling off period in relation to that contract.
- (c) I do not act for the Vendor/s and am not employed in the legal practice of a Solicitor acting for the Vendor/s nor am I a member or employee of a firm of which a Solicitor acting for the Vendor/s is a member or employee.
- (d) I have explained to the said Purchaser: -
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this Certificate;
 - (iii) the effect of giving this Certificate to the Vendor/s, i.e. that there is no cooling off period in relation to the Contract.

Dated this , 20

.....
Solicitor

THE SCHEDULE

- ITEM 1: Name of Solicitor
- ITEM 2: Address of Solicitor
- ITEM 3: Address of Property
- ITEM 4: Name of Vendor
- ITEM 5: Name of Purchaser



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/SP67424

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2021	9:35 AM	5	1/9/2018

LAND

LOT 5 IN STRATA PLAN 67424
AT GRANVILLE
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

CHOOCHAI AREPANONT
ORAPAN AREPANONT
AS JOINT TENANTS (T AK901414)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67424
- 2 AK901415 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2117173

PRINTED ON 14/10/2021

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



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP67424

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2021	9:35 AM	3	24/1/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67424
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GRANVILLE
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP67424

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67424
ADDRESS FOR SERVICE OF DOCUMENTS:
52 THE TRONGATE
GRANVILLE 2142

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 S685260 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE
PART OF THE LAND ABOVE DESCRIBED SHOWN IN DP453749
- 3 AP855258 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY
ACT, 1900
- 4 AP855259 CONSOLIDATION OF REGISTERED BY-LAWS
- 5 AP855259 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 67424

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 77	2	- 64	3	- 77	4	- 71
5	- 71	6	- 71	7	- 71	8	- 77
9	- 64	10	- 77	11	- 70	12	- 70
13	- 70	14	- 70				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2117173

PRINTED ON 14/10/2021

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COUNCIL'S CERTIFICATE

The Council of the City of Parramatta, being satisfied that the requirements of the Strata Title Act 1972 have been complied with, hereby certifies that the requirements of that Act have been complied with, and that the requirements of that Act have been complied with.

Date: 20.12.1992
 Subdivision No. 21/55583

Complete or delete if appropriate.

Signatures, seals and statements of intention to create statements, restrictions on the use of land or positive covenants.

Director - HAMMAM AWAD

Director/Secretary - Noreet Awad

Secretary - Bishop Awad

ST GEORGE BANK LIMITED
 (A.C.N. 055 513 070) by its
 attorney registered No. 125
 Book 4182

AT-LAWY
 Peter SPADOL
 Manager, KENNEDY

AT-LAWY
 Peter KENNEDY
 Director

AT-LAWY
 Carol STEVENSON
 Residential model 3/4/95 have been adopted for this scheme option c

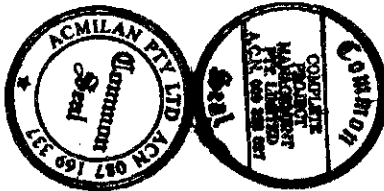
SURVEYOR'S CERTIFICATE

JOHN BRETT STEPHEN
 JUSTIN SMITH CONROY P.L. 01/25/25 BANGSWORTH

- (1) any wall, fence, building or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, shown in its accompanying floor plan; or
- (2) any lot or building, the upper or lower surface of any part of which forms a boundary of a proposed lot, shown in its accompanying floor plan; or
- (3) any wall, fence, building or structure, the upper or lower surface of which forms a boundary of a proposed lot, shown in its accompanying floor plan; or
- (4) any building, the upper or lower surface of which forms a boundary of a proposed lot, shown in its accompanying floor plan; or
- (5) any building, the upper or lower surface of which forms a boundary of a proposed lot, shown in its accompanying floor plan; or
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- (99) any building, the upper or lower surface of which forms a boundary of a proposed lot, shown in its accompanying floor plan; or
- (100) any building, the upper or lower surface of which forms a boundary of a proposed lot, shown in its accompanying floor plan; or

Signature: 20.12.1992
 Date: 20.12.1992

This is sheet 1 of my Plan in 3 sheets.



PLAN OF SUBDIVISION OF LOT 1 D.P. 609884

City: PARRAMATTA Locality: GRANVILLE

Parish: LIBERTY PLAINS County: CUMBERLAND

Reduction Ratio 1:400

Lengths are in metres

OWNERS
 Name of, and address for service of notices on, the body corporate, corporation or other person who is the owner of the strata plan.
 THE PROPRIETORS, STRATA PLAN NO. 67424, NO. 52 THE TRONGATE, GRANVILLE. 2142

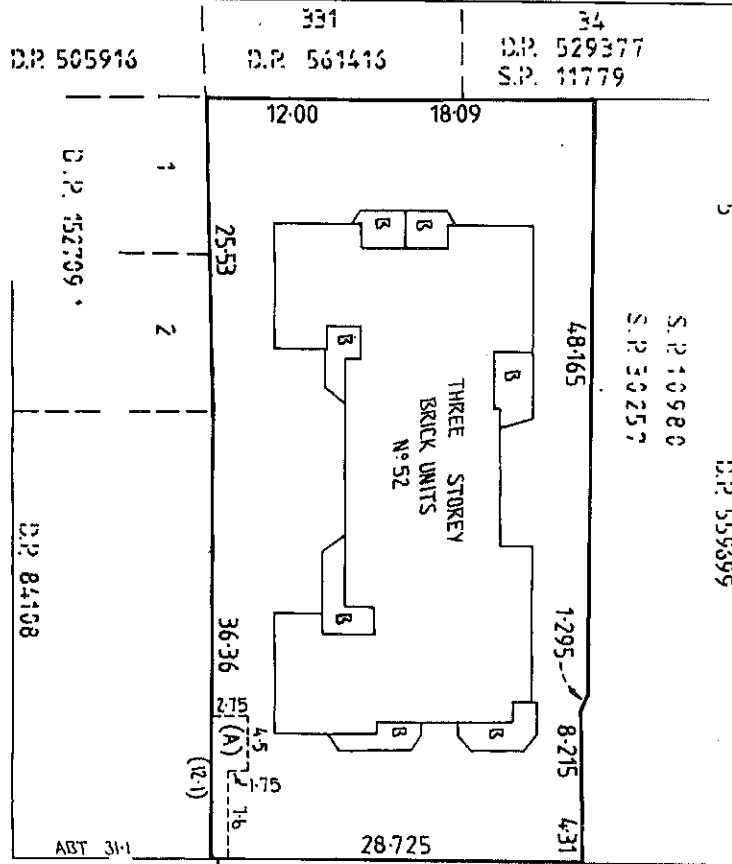
Registered: 6/2/2002

SP67424

Purpose: STRATA PLAN

Ref Map: U0052.71

Last Plan: DP609884



THE TRONGATE

SURVEYOR'S REFERENCE: 1186 / E53722

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

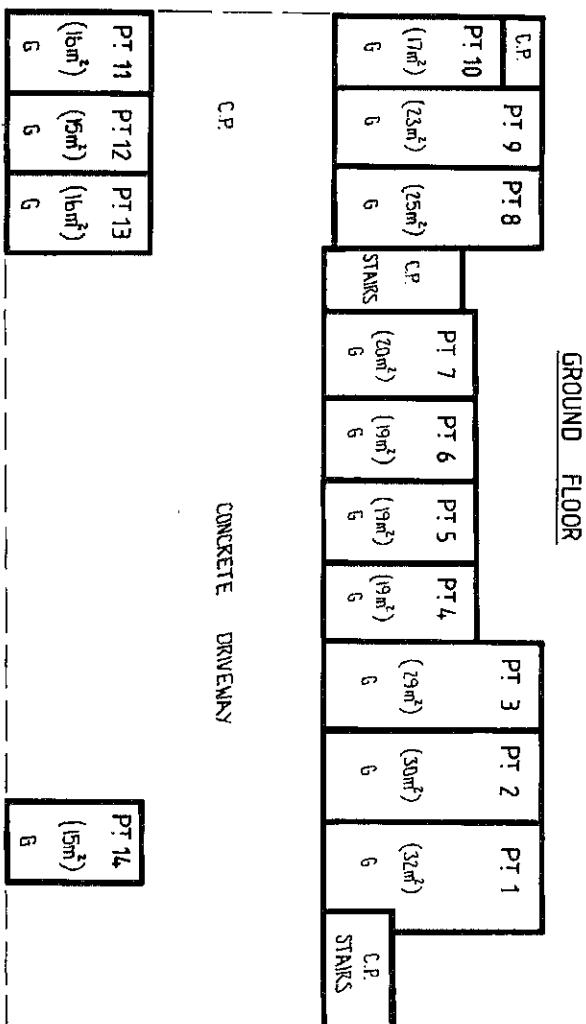
SP67424

SCHEDULE OF UNIT
ENTITLEMENT

LOT NO.	ENTITLEMENT
1	77
2	64
3	77
4	71
5	71
6	71
7	71
8	77
9	64
10	77
11	70
12	70
13	70
14	70
AGGREGATE	1000

NOTES

- G DENOTES GARAGE
- C.P. DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE ONLY
- UNIT ENTITLEMENTS ARE BASED UPON APPROXIMATE MARKET VALUES OF THE RESPECTIVE UNITS AT 13/2/1992, AS SUPPLIED BY LICENCED REAL ESTATE AGENT MR RICHARD BRYCE OF W39 NORTH PARADE CAMPSIE.



Reduction Ratio 1: 200

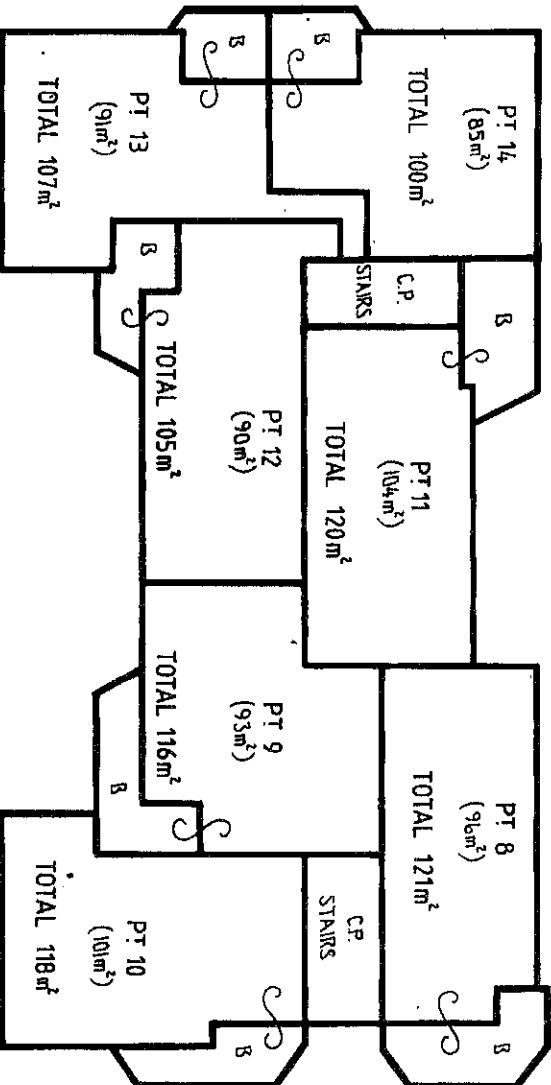
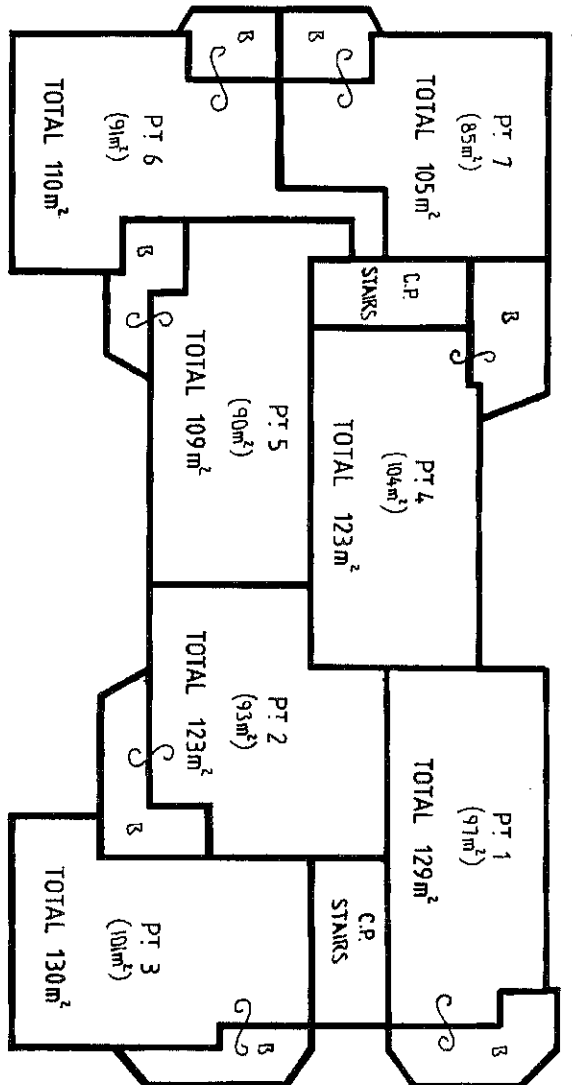
Lengths are in metres



John D. Smith
Registered Surveyor

David Clerk
Cadastral Clerk

SP67424

NOTES.

- C.P. DENOTES COMMON PROPERTY
- B. DENOTES BALCONY
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS UNLESS COVERED.
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

Lengths are in metres



Registered Surveyor

Council Clerk

STAMP
=03.75
START



**TRANSFER
GRANTING EASEMENT**

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

S685260

OFFICE USE ONLY

TG	A	1 of 1
	\$	61

3-75 191

DESCRIPTION
OF LAND
Note (a)

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

Note (c)

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

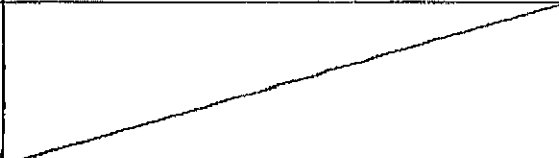
PRIOR
ENCUMBRANCES
Note (d)

EXECUTION
Note (e)

Note (e)

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

OFFICE USE ONLY

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference <u>VOLUME 14288</u> <u>FOLIO 231</u>	Torrens Title Reference 
<u>MEDISAN (PATHOLOGY & RADIOLOGY) PTY. LIMITED</u>	
(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 215.00 and TRANSFERS and GRANTS an easement for electricity purposes shown as "Proposed Easement for Electricity Purposes" on the plan annexed hereto marked with the letter "A" being part of Lot 1 D.P.609884 (hereinafter called "the servient tenement") and being more fully set out in the annexure hereto marked "B".	
out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree	
<u>THE PROSPECT COUNTY COUNCIL of 10 Smith Street, Parramatta.</u>	
453749	

subject to the following PRIOR ENCUMBRANCES: 1. Mortgage B584039

2. 3.

DATE OF TRANSFER 15-6-1981

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

Signed in my presence by the transferor who is personally known to me
THE COMMON SEAL OF MEDISAN (PATHOLOGY & RADIOLOGY)
PTY. LIMITED was hereunto affixed by authority of
the Board of Directors in the presence of:



Name of Witness (BLOCK LETTERS)

Secretary

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Director
P. Sanli

Solicitor for

C.P. MALEY

LODGED BY		LOCATION OF DOCUMENTS	
D.C. Mackay & Co		CT	OTHER
Delivery Box Number 5445		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extra Fee	Checked by AC3 PASSED IN 08.33	Herewith. C.T. 992B 7/10/81 In R.G.O. with 992B Produced by	
REGISTERED 2-10-1981			
Registrar General			

252
61

uk

RP 133

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

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

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

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

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

Rule up all blanks.

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

(a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for the land and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.

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

(c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant comply with section 88 of the Conveyancing Act, 1919.

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

(e) **Execution.**

GENERALLY

(i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

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

CORPORATION

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

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

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

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:		FIRST SCHEDULE DIRECTIONS			
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E) NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS					
(F)	FOLIO IDENTIFIER FOR RECD. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS

"B"

This is the annexure marked "B" to Transfer of even date made between MEDISAN (PATHOLOGY & RADIOLOGY) PTY. LIMITED, and THE PROSPECT COUNTY COUNCIL.

Dated this 15 day of June 1981.

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

THE COMMON SEAL of MEDISAN (PATHOLOGY & RADIOLOGY) PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of :



Secretary

[Signature]

Director

[Signature]

[Signature]

SIGNED for and on behalf of BARCLAYS AUSTRALIA (FINANCE) LIMITED by ALLEN RICHARD LANE and GEORGE MCHAMUS

Its duly constituted Attorneys WHO HEREBY JOINTLY AND SEVERALLY DECLARE that at the time of execution by them of this document they have no notice of the revocation of the Power of Attorney registered No. 758 Book 3450 under the authority of which they have just executed the within document.

In the presence of

[Signature]
Justice of the Peace

[illegible]

Form: 12PV
Release: 4-1

**APPLICATION
FOR REPLACEMENT
CERTIFICATE OF TITLE**



AP855258L

New South Wales
s111 Real Property Act 1900

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

(A) CERTIFICATE OF TITLE	CP/SP67424		
(B) LODGED BY	Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any Global Legal Solutions Level 3, 175 Castlereagh St. SYDNEY 2000 Ph: 02 9230 6900 Reference: KE RB - 8691572	CODE PV
(C) REGISTERED PROPRIETOR	The Owners - Strata Plan No. 67424		
(D) APPLICANT	The Owners - Strata Plan No. 67424		

- (E) The certificate of title referred to above has been—
☒ mislaid ☐ destroyed ☐ stolen ☐ damaged or defaced.
- (F) The applicant—
☐ is a private person who is a registered proprietor of the land in the certificate of title.
☐ is a corporation which is a registered proprietor of the land in the certificate of title.
☐ is a lending institution having a registered first mortgage over the land in the certificate of title.
☐ had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is—
 ☐ a lending institution not having a registered first mortgage over the land in the certificate of title.
 ☐ a trustee institution.
 ☐ a legal practitioner.
 ☐ a licensed conveyancer.
☒ [If other, specify]: is the Owners Corporation of Strata Plan No. 67424



The applicant hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE **28/11/19**

- (G) ~~From the list below select the required form of execution by the APPLICANT—~~

- ☐ Standard
- ☐ Company with seal
- ☐ Company without seal
- ☐ Attorney
- ☐ Solicitor, licensed conveyancer or barrister for the APPLICANT
- ☒ ~~Authorised officer of a company or of a government department or authority~~

Please see Annexure A for execution in accordance with Approved form 23

Witness please note: You may be contacted by the Registrar General to verify the signing.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Annexure A to APPLICATION FOR NEW CERTIFICATE OF TITLE

Parties:

The Owners - Strata Plan No. 67424

Dated: 28/11/19.

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 67424 was affixed on ^ 28/11/19.....
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

Signature: 

Name: Christopher J. Tortorella

Authority: Strata Manager

Signature:

Name:

Authority:

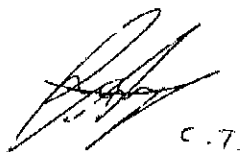


^ Insert appropriate date

Statutory Declaration
OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, Chrisovalandy Toutzaridis of Level 1, 13 George Street, North Strathfield 2137 in the State of New South Wales, Strata Manager, do solemnly and sincerely declare that:

1. Civium (NSW) Pty Ltd T/A Civium Strata is the strata managing agent for The Owners – Strata Plan No. 67424 (the **Owners Corporation**) pursuant to the Strata Management Agency Agreement dated 18 October 2018. Annexed hereto and marked "A" is a true copy of the agreement.
2. I am a strata manager in the employ of Civium (NSW) Pty Ltd and I have day to day responsibility for managing the Owners Corporation. I am authorised to make this sworn statement in support of this application.
3. The Owners Corporation is the registered proprietor of the land and premises at 52 The Trongate Granville 2142 in the state of New South Wales and comprised in the Certificate of Title Folio Identifier CP/SP67424 (current certificate of title edition 2 dated 21 June 2002) (the **Certificate of Title**).
4. Civium (NSW) Pty Ltd commenced management of the Owners Corporation in 2017. However, the Certificate of Title was not delivered to Civium (NSW) Pty Ltd with the other books and records of the Owners Corporation.
5. I have done a thorough search of the office database and files to locate the whereabouts of the Certificate of Title however despite my best efforts, I have not been successful in locating the Certificate of Title. It is my belief that the Certificate of Title has been mislaid.
6. As far as I am aware, the Certificate of Title has not been provided to any person or corporation for any purpose whatsoever.



C.T.



and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

Declared at ^{15th} on January ~~2010~~ 2020


Chrisovalandy Toutzaridis

in the presence of an authorised witness, who states:

I, Allison Benson....., a Solicitor/~~JP~~, certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]

1. *I saw the face of the person OR ~~*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~
2. *I have known the person for at least 12 months OR ~~*I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was~~

.....
[describe identification document relied on]


.....
(signature of authorised witness)

15/1/2020 ..
.....
[date]

FILM WITH- Ap855258

This is the annexure marked "A" referred to in the affidavit of Chrisovalandy Tountzaris sworn before me this 15 day of January 2020
 Signed: A. Bero



Strata Management Agency Agreement

Dated: 18/10/18

The Owners - Strata Plan 67424		"Owners Corporation"
52 The Troncle GRANVILLE NSW 2142		
The Agent Civium (NSW) Pty Ltd		"Agent"
Attention: The Licensee Address: Level 1, 13 George Street, North Strathfield, NSW 2137 Phone: 1300 724 266		Email: doug.omara@civium.com.au Licence No: 10011297 ABN: 63 605 939 577
Particulars		
Item 1	Professional indemnity	In accordance with Section 22 of the Agents Act
Item 2	Commencement date	18/10/18
Item 3	Term	<input type="checkbox"/> Option 1: 36 months <input checked="" type="checkbox"/> Option 2: 24 months <u>A.T</u> <input type="checkbox"/> Option 3: 12 Months The management fee below relates to the option selected here.
Item 4	Review date	Annually on each anniversary of the commencement date.
Item 5	Percentage increase p.a	5%
Item 6	Management Fee p.a	36 months: \$3,640.00 24 months: \$3,822.00 12 Months: \$4,004.00 plus commissions in schedule C1 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If commissions are selected "YES", the agreed services fee is calculated on this basis. If the insurance commission is not received the base management fee increase by \$85.00 plus GST per lot per annum
Item 7	Fee payment method	Monthly in advance
Item 8	Manner of accounting	*All fees under this agreement are GST INCLUSIVE (Clause 9) Financial Statements - Accrual Frequency of Accounting - Monthly
Signatures		
Owners Corporation		
The common seal of the owners corporation was affixed on 18/10/18 in the presence of:		
Signature:	<u>Mohit</u>	Signature: <u>Jawad Roza</u>
Print Name	<u>Mahoj Kunwar</u>	Print Name
Designation		Designation
being the person(s) authorised by section 272 of the Act to attest the affixing of the seal		
Agent		
Executed by Civium (NSW) Pty Ltd via Civium Strata in accordance with Section 127 of the Corporations Act 2001 in the presence of:		
Signature of agent	<u>Doug Omara</u>	Signature of witness
Name of agent: Doug Omara		Name of witness: <u>ANDY TOUNTZARIS</u>
Service: The owners corporation acknowledges receipt of a copy of this agreement within 48 hours of execution by the owners corporation (refer to page 6 for IMPORTANT NOTES to the parties when executing this agreement).		
Name of signatory (print name)		Signature



3 of 20
1 OF 1

Form: 1SCH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AP855259J

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

(A) TORRENS TITLE	For the common property CP/SP67424	
(B) LODGED BY	Document Collection 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 02 9230 6900 Reference: KERS - 8691572
		CODE CH

- (C) The Owners-Strata Plan No. 67424 certify that a special resolution was passed on 27/8/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-law 1, 2 and 3
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- See Annexure One:
- Special By-law 1 - pages 7 to 8
- Special By-law 2 - page 9
- Special By-law 3 - pages 9 to 10

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure One.
- (G) The seal of The Owners-Strata Plan No. 67424 was affixed on 28/11/19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

Name: Chrisovalandy Tountaridi

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Annexure One

Consolidated By-Laws for Strata Plan No. 67424

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A handwritten signature in black ink, appearing to be 'R. G.', located to the right of the circular stamp.

Strata Schemes Management Regulation 1997

Schedule 1 Model By-laws

Residential Schemes

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (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 to improve safety within the owner's lot, 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, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

- (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 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

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

11 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

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

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Appearance of lot

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

18 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).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 20 (passed 18 June 2002)

Notwithstanding the provisions of by-law 14, the owner of any of Lots 1-7 (inclusive) may cover the floor space of the bedrooms and living areas comprising any part of those lots with timber parquetry.

By-law 21 (passed 18 June 2002)

Where pursuant to by-law No. 20, a timber parquetry floor has been laid in any of the lots referred to in that by-law, the proprietor from time to time of that lot must maintain, repair and if the need arises replace the timber parquetry flooring and indemnify the Owners Corporation from any liability in this regard.

Special By-law 1 – Compensation of Owners Corporation By-law (passed 27 August 2019)

A) Definitions

- (i) In this by-law the following terms are defined to mean:

“Costs” include any fine, charge fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities, or any contractor or agent engaged by the Owners Corporation or Owner.

“Lot” means any lot in the strata plan.

“Occupier” means the occupier of a Lot.

“Owner” means the owners of the Lot.

“Owners Corporation” means the Owners Corporation created by the registration of strata plan 67424

"Owners Corporation's Agents" mean the strata managing agent, Strata Committee or any contractor, legal counsel or other personal engaged by the Owners Corporation.

"Owner's Agents" means any real estate agent, property manager or contractor engaged by an Owner or the Occupant of a Lot or by visitors to the Lot on behalf of the Owner or Occupant.

"Act" means the Strata Schemes Management Act 2015.

"Works" means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme

(ii) Where any terms used in this by-law are defined in the Act they will have the same meaning as the terms attributed under that Act.

(B) Rights and Obligation of Owners

(i) An Owner shall be liable to compensate the Owners Corporation for the costs of any works performed on their Lot property that is charged to the Owners Corporation by the Owners Corporation's Agents.

(ii) An Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Part 6 of the 2016 Act

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending a claim made in a tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

(iv) Any costs imposed upon an Owner in Sub-clauses (B) (i), (ii) and (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.

(v) In the event that an Owner believes a charge imposed upon them pursuant to this by-law is unjust the Owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by an Owner pursuant to sub-clause B(iv) above, all charges imposed by this by-law shall stand.

(C) Rights, corporation powers and obligations to the Owners Corporation

The Owners Corporation shall have the following additional powers authorities duties functions and obligations:

(i) The Owners Corporation shall have the power to recover all costs outlines in clause (B) above from an Owner as a debt by way of a levy charge to their lot/s;

(ii) The Owners Corporation must serve upon the Owners a written notice of the contribution payable (levy notice);

(iii) The Owners Corporation may charge interest upon any contribution payable under this by-law pursuant to section 85 of the Act.

(iv) The Owners Corporation may initiate debt recovery proceeding for any contribution payable under this by law pursuant to section 86 of the Act.

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Special By-law 2 – Absolution of Lock Maintenance (passed 27 August 2019)

The Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) or any closing mechanism attached to a door on the boundary of any part of an owner's lot within the Strata Scheme.

Special By-law 3 – Minor Renovations By-law Empowering the Strata Committee (passed 27 August 2019)

Definitions

In this by-law:

"Act" means the *Strata Schemes Management Act 2015*;

"additional minor renovations" means any work done by an owner to the common property in connection with the owner's lot for the following purposes:

1. renovating a bathroom in a lot in a manner that does not involve waterproofing or structural changes;
2. renovating any other part of a lot in a manner that does not involve waterproofing or structural changes.

"minor renovations" means the minor renovations specified in section 110 of the Act and clause 28 of the Regulation, namely any work done by an owner to the common property in connection with the owner's lot for the following purposes:

1. renovating a kitchen;
2. changing recessed light fittings;
3. installing or replacing wood or other hard floors;
4. installing or replacing wiring or cabling or power or access points;
5. work involving reconfiguring walls;
6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
7. installing a rain water tank;
8. installing a clothes line;
9. installing a reverse cycle split system air conditioner;
10. installing double or triple glazed windows;
11. installing a heat pump;
12. installing ceiling insulation;

"Regulation" means the *Strata Schemes Management Regulation 2016*.

1. Additional Minor Renovations

Additional minor renovations are additional work that is to be a minor renovation for the purposes of section 110(6) of the Act.

2. Strata Committee Approval

The Owners Corporation delegates to the strata committee its functions under section 110 of the Act to enable the strata committee to approve of minor renovations and additional minor renovations.

3. Rules for Minor Renovations

The owner of a lot must comply with the rules for minor renovations and additional minor renovations prescribed in section 110 of the Act.

4. Limits on Minor Renovations

Despite any other provision of this by-law, minor renovations and additional minor renovations cannot be any of the work specified in section 110(7) of the Act, namely:

1. work that consists of cosmetic work for the purposes of section 109 of the Act;
2. work involving structural changes;
3. work that changes the external appearance of a lot, including the installation of an external access ramp;
4. work involving waterproofing;
5. work for which consent or another approval is required under any other Act;
6. work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law;
7. any other work prescribed by the Regulation for the purposes of sub-section 110(7) of the Act.



A handwritten signature in black ink, appearing to be "A. H. H.", written over the bottom right of the circular stamp.

FILM WITH AP855259

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 67424 was affixed on ^.....28/11/19.....
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

Signature: 

Name: Chrisalandy Fotzianidis

Authority: Strata Manager

Signature:

Name:

Authority:



^ Insert appropriate date * Strike through if inapplicable.



CUMBERLAND
CITY COUNCIL

APPLICANT: Infotrack
Gpo Box 4029
SYDNEY NSW 2000

PLANNING CERTIFICATE

Issued under section 10.7(2) & (5) Environmental Planning and Assessment Act 1979

Property: 5/52 The Trongate GRANVILLE NSW 2142
Title: Lot 5 SP 67424
Land No: 68059
Certificate No: PC2021/4978
Certificate Date: 15/10/2021
Applicant's Ref: 2117173

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome *Belong* **Succeed**

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), 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 following environmental planning instruments apply to the carrying out of development on the land:*

Parramatta Local Environmental Plan 2011

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
 State Environmental Planning Policy No. 30 – Intensive Agriculture
 State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
 State Environmental Planning Policy No. 50 – Canal Estates
 State Environmental Planning Policy No. 55 – Remediation of Land
 State Environmental Planning Policy No. 62 – Sustainable Aquaculture
 State Environmental Planning Policy No. 64 – Advertising and Signage
 State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development
 State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
 State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy – Building Sustainability Index: BASIX 2004
 State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy – (Infrastructure) 2007
 State Environmental Planning Policy – (Temporary Structures) 2007
 State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008
 State Environmental Planning Policy – (Affordable Rental Housing) 2009
 State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy – (Primary Production and Rural Development) 2019
 State Environmental Planning Policy – (State and Regional Development) 2011
 State Environmental Planning Policy – (Concurrences) 2018
 State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

Cumberland Local Environmental Plan (PP_2019_CUMBE_006_00)

3. *The following development control plans apply to the carrying out of development on the land:*

Parramatta Development Control Plan 2011

ITEM 2 - Zoning and land use under relevant LEPs

1. (a) Zoning details in the instruments identified in ITEM 1(1) above

Parramatta Zone R4 High Density Residential

Objectives of zone

To provide for the housing needs of the community within a high density residential environment.

To provide a variety of housing types within a high density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

To provide opportunity for high density residential development close to major transport nodes, services and employment opportunities.

To provide opportunities for people to carry out a reasonable range of activities from their homes if such activities will not adversely affect the amenity of the neighbourhood.

Permitted without consent

Home occupations

Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item 2 or 3

Additional permitted uses

No additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

The land is affected by a minimum lot size of 550 square metres on the Minimum Lot Size map of Parramatta Local Environment Plan 2011.

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

(d) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(e) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the instruments identified in ITEM 1(2) above**Zone R4 High Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a high density residential environment.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public Administration buildings, recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

No draft additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat under a draft environmental planning instrument

(d) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(e) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

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

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

No

ITEM 3 – Complying Development Exclusions

Is the land, land on which complying development may be carried out under 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?

Complying development can be carried out subject to the land not being affected by flooding referred to in ITEM 7A(1).

Housing Code

Yes, under the Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Commercial and Industrial Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

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

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

No

ITEM 5 – Mine subsidence

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

No

ITEM 6 – Road widening and road realignment

Is the land 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?*

No

ITEM 7 – Council and other public authority policies on hazard risk restrictions

- (a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-*

- | | | |
|-------|------------------|----|
| (i) | land slip | No |
| (ii) | bushfire | No |
| (iii) | tidal inundation | No |
| (iv) | subsidence | No |

- | | | |
|-------|---------------------|-----|
| (v) | acid sulphate soils | Yes |
| (vi) | land contamination | No |
| (vii) | Other Risk | No |

(b) Whether or not the land is affected by a policy 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:-

- | | | |
|-------|---------------------|----|
| (i) | land slip | No |
| (ii) | bushfire | No |
| (iii) | tidal inundation | No |
| (iv) | subsidence | No |
| (v) | acid sulphate soils | No |
| (vi) | land contamination | No |
| (vii) | Other Risk | No |

ITEM 7A – Flood related development controls information

1. Is the land or part of the land within the flood planning area and subject to flood - related development controls.

No

2. Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.

Yes

3. In this clause -

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

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

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

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land is:-

Cumberland Local Infrastructure Contributions Plan 2020

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

No

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

No

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No

ITEM 11 – Bush fire prone land

- | | | |
|-----|---|-----|
| (a) | All of the land is bush fire prone land. | No |
| (b) | Some of the land is bush fire prone land. | No |
| (c) | None of the land is bush fire prone land. | Yes |

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that 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?

No

ITEM 14 – Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No

ITEM 15 – Site compatibility certificates and conditions for seniors housing

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

No

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

No

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

1. *Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?*

No

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

No

ITEM 18 – Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that 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?

No

ITEM 21 – Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?
No
2. Is any building product rectification order in force in respect of the land that has not been fully complied with?
No
3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?
No

ITEM 22 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* applies, whether the land is –

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b) shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c) shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d) in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

The land is not affected.

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

- (a) *At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?*
No
- (b) *At the date of this certificate, is the land to which this certificate relates subject to a management order?*
No
- (c) *At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?*
No
- (d) *At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?*
No

- (e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

SECTION 10.7(5) INFORMATION

In accordance with section 10.7(5) of the Act the following advice is given on other relevant matters affecting the land.

1. ***Coastal matters and projected sea level rise***

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au. The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

2. ***Acid Sulfate***

Yes. The land is identified as Class 4 on the Acid Sulfate Soils Map. Development consent is required for certain works on this land. Refer to the relevant Environmental Planning Instrument under Item 1 (1).

Yes. The land is identified as Class 5 on the Acid Sulfate Soils Map. Development consent is required for certain works on this land. Refer to the relevant Environmental Planning Instrument under Item 1 (1).

3. ***Other Advice***

Aboriginal Heritage - low sensitivity - limited potential to contain items of Aboriginal heritage.

GENERAL INFORMATION

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

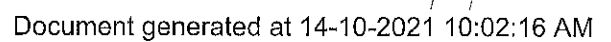
Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

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

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

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

Peter J Fitzgerald
GENERAL MANAGER



Page 1

Asset Information

Legend

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8001136468

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Parramatta*

No. 176954

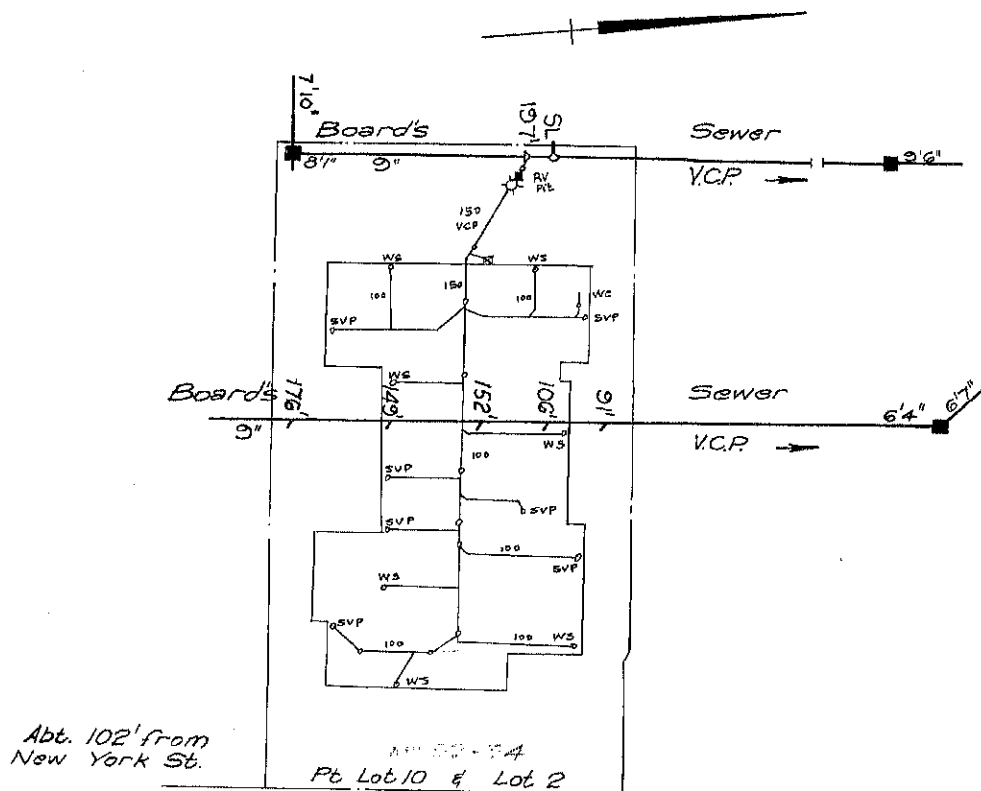
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



THE TRONGATE

BLANKET OFFER FOR

S RATE No. W.C.s. U.C.s. 19.
SHEET No. 1700 OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
Bth.	Inspector	/ / /	Date		/ / /
Shr.			/ / /		
Bsn.	Chief Inspector	/ / /	Outfall N.S. HL LL		Inspector
K.S.			/ / /		
T.	Tracing Checked	/ / /	Drainer		
Plg.			Plumber		
Dge. Int.			Boundary Trap is/ required		
Dge. Ext.					

23-10-80

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Disclaimer

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