

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 88680613	NSW DAN:
vendor's agent	My Property Epping 111G Midson Road EPPING NSW 2121		Phone: (02) 9868 4888 Fax:
co-agent	Email: peter@mypropertyepping.com.au		Ref: Peter Horozakis
vendor	SAILE DRUMMOYNE PTY LTD ACN 647 466 126 1 512 Parramatta Road ASHFIELD NSW 2131		
vendor's solicitor	Fortis Law Level 11 75 Elizabeth Street Sydney NSW 2000 PO BOX 2541 Sydney NSW 2001		Phone: (02) 9233 2722 Fax: (02) 9233 2755 Ref: 26345
date for completion	42 days after the contract date	(clause 15)	Email: property@fortislaw.com.au
land	433 LYONS RD FIVE DOCK NSW 2046		
(Address, plan details and title reference)	LOT 1 IN DEPOSITED PLAN 1017649 Folio Identifier: 1/1017649		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input 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: Email:
price	\$
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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26345

88680613

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **433 Lyons Road, Five Dock**, from **Saile Drummoyne Pty Ltd ACN 647 466 126** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Saile Drummoyne Pty Ltd ACN 647 466 126** and am not employed in the legal practice of a solicitor acting for **Saile Drummoyne Pty Ltd ACN 647 466 126** nor am I a member or employee of a firm of which a solicitor acting for **Saile Drummoyne Pty Ltd ACN 647 466 126** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Execution Page

Executed as a Deed

Vendor:

Executed by _____)
ACN _____ in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth) by:)

Executed by _____)
ACN _____ in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth) by:)

.....
Signature of Director

.....
Signature of Director

.....
Print name of Director

.....
Print name of Director

Purchaser:

Signed, sealed and delivered by)
_____)
in the presence of:)

.....
Signature of Witness

.....
Signature of _____

.....
Print name of Witness

Signed, sealed and delivered by)
_____)
in the presence of:)

.....
Signature of Witness

.....
Signature of _____

.....
Print name of Witness

Signed, sealed and delivered by)
_____)
in the presence of:)

.....
Signature of Witness

.....
Signature of _____

.....
Print name of Witness

Executed by)
_____)
ACN _____)
in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print name of Director

.....
Print name of Director/Secretary

Guarantor:

Signed, sealed and delivered by)
_____)
in the presence of:)

.....
Signature of Witness

.....
Signature of _____

.....
Print name of Witness

Signed, sealed and delivered by)
_____)
in the presence of:)

.....
Signature of Witness

.....
Signature of _____

.....
Print name of 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 type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input 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 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 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 checked="" 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 checked="" 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

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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.

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- 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

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (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 any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the 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 subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
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residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
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**SPECIAL CONDITIONS FORMING PART OF CONTRACT FOR THE SALE OF LAND
2019 EDITION**

Vendor: Saile Drummoyne Pty Ltd
Purchaser:
Property: 433 Lyons Road Five Dock NSW 2046

33. Additional Definitions and Interpretation

33.1. Additional Definitions

The following definitions apply in this document:

Contamination means a solid, liquid, gas, odour, temperature, sound, vibration, material, chemical, mineral, substance or radiation of substance, or any other physical matter over, on or in the property that makes or may make the property or any land, water or air around or near the property:

- a) unfit or unsafe for habitation or occupation by humans or animals;
- b) degraded in its capacity to support plant life;
- c) otherwise environmentally degraded;
- d) not comply with any Environmental Law; or
- e) present a risk of harm to the Environment.

Environment means all components of the earth, including:

- a) land, air and water;
- b) any layer of the atmosphere;
- c) any organic or inorganic matter;
- d) any living organism; and
- e) natural or manmade or modified features or structures,

and includes ecosystems and all elements of the biosphere.

Environmental Law means all laws, regulations, orders, directions, notices, ordinances or requirements and all licences, approvals, consents, permissions or permits issued which regulate or has as its purpose, objective or effect the regulation, protection or enhancement of the Environment, land use, development conservation, planning, health, toxic and hazardous substances, waste, disposal or pollution.

Marketing Material means, in respect of or relating to the property, all brochures, pamphlets, information memorandums, investment reports and opinions, property reports, sales reports, maps, diagrams, sampling materials, photographs, videos, summaries, synopses, profitability analyses, advertisements, conferences, presentations and all other materials or information which may have been used to promote or in connection with the sale of the property.

33.2. Interpretation Rules

Rules of interpretation apply to this contract as specified in this provision, unless the context otherwise requires:

- a) headings and subheadings are for convenience only and do not affect interpretation, except for specified cross-references;
- b) words denoting the singular number include the plural, and the converse also applies;
- c) words denoting any gender include all genders and words importing persons includes corporations;
- d) any reference to any agreement or document includes that agreement or document as amended at any time;
- e) in the interpretation of this contract no rules of construction are to be applied to the disadvantage of one party on the basis that party put forward this contract or any part of this contract;
- f) the words "include", "including ", "for example" or "such as" and similar expressions when used in this contract are without limitation;
- g) **at any time** includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;
- h) **claim** includes any claim, demand, request, requisition, notice, direction, allegation, action, proceeding, damage or judgment arising in any manner and at any time, and whether present, immediate, unascertained, future or contingent;
- i) **cost** includes any cost, charge, expense, disbursement, fee, commission, outgoing, premium, tax, levy , fine, penalty or loss incurred at any time, whether directly or indirectly;
- j) **default** includes any default, breach, non-performance, non-compliance or repudiation;
- k) **liability** includes any liability or obligation of any nature, whether present, prospective or contingent;
- l) **loss** includes any loss, cost, damage or liability;
- m) **requisition** includes any objection, requisition, claim for compensation, any action to delay completion, rescind or terminate this contract; and
- n) **services** includes existing and proposed water, sewerage, drainage, gas, electricity, telephone and other similar installations and services and infrastructure relative to such services relating to the property.

33.3. Inconsistencies

In the event of any inconsistency between these additional clauses and the provisions of the printed form of contract, these additional clauses will prevail.

33.4. No merger

No clause or obligation under this contract which is capable of performance after completion will merge on completion.

34. Amendments to 2019 Edition of Contract for Sale of Land

The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

- a)** Clause 1:
 - (i) definition of "depositholder" is replaced with "vendor's solicitor";
 - (ii) definition of "work order" - after "order" insert "in writing issued by a competent authority";
 - (iii) definition of "requisition" - delete the words in brackets;
 - (iv) definition of "settlement cheque" - replace with:
 - (v) "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
- b)** Clause 3 - deleted;
- c)** Clause 4.3 - deleted and replaced with:
"The purchaser may not:
 - (i) serve a form of transfer where the purchaser is not that transferee or
 - (ii) direct the vendor to sign this form.";
- d)** Clause 5.2.3 - deleted "within a reasonable time" and replaced with "the purchaser is not entitled to make a requisition";
- e)** Clause 6 - deleted;
- f)** Clause 7.1.1 delete the words and figures "5% of the price" and inserting instead "\$1,000.00".
- g)** Clause 7.2.1 is deleted.
- h)** Clause 7.2.2 is deleted.
- i)** Clause 7.2.5 is deleted.
- j)** Clause 8.2 - deleted;
- k)** Clause 10.1.1 - insert "or any failure to comply with the provisions of the *Swimming Pools Act 1992* or any regulations of that Act.";
- l)** Clause 10.1.8 - delete the words "the substance of either of which is disclosed in this contract";
- m)** Clause 10.1.9:
 - (i) replace "substance" with "existence"; and
 - (ii) replace "disclosed" with "noted";
- n)** insert the following at the end of clause 10.1:

" For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."

- o)** Clause 11 - deleted;
- p)** Clause 12 - replace the words "do everything reasonable to enable" with the word "assist";
- q)** Clause 13.7 - does not apply if margin scheme is adopted;
- r)** Clause 13.13.1 - delete "5 days" and replace with "14 days";
- s)** Clause 13.13.3 - delete and replace with:

"deliver the settlement cheque specified in Clause 13.13.2 to the vendor's solicitor on or before completion, and" ;
- t)** Clause 14.4.2 - the first two bullet points deleted;
- u)** Clause 14.8 - deleted;
- v)** Clause 16.2 - deleted;
- w)** Clause 16.6:
 - (i) deleted "a Party" and replaced with "the Purchaser";
 - (ii) insert at end of clause "or obtain and provide to the purchaser a discharge of the relevant charge";
- x)** Clause 16.8 - deleted;
- y)** Clause 16.12 - delete all words after " NSW ";
- z)** Clause 23.5.2 replace the words "but is disclosed in this contract" with "including special expenses";
- aa)** Clause 23.6.1 and 23.6.2 - deleted;
- bb)** Clauses 23.7, 23.9 and 23.14 - Delete; (aa) Clause 23.13 - delete "at least 7 days"; (bb) Clause 23.14 - deleted;
- cc)** Clause 25.1.1 - delete the word "limited "; (dd) Clause 24, 25, 26, 27, 28 and 29 - delete;
- dd)** Clause 30.11.3 - insert the following at the end of the clause: "Despite the forgoing, if a payment required to be made under this contract can be effectively and legally made in the Electronic Workspace (including the *GST RW Payment* or the *FRCGW remittance*) then the vendor may require the purchaser to make or include such payment in the financial settlement schedule (as a payment direction) in the Electronic Workspace.";
- ee)** Clause 31.2.1 - delete "5 days" and replace with "14 days"; and
- ff)** Clause 31.4 - delete "7 days" and replace with "the next business day".

35. Purchaser's Acknowledgment

35.1. Property Status

The purchaser acknowledges that:

- a) the purchaser has inspected the property;
- b) the purchaser enters into this contract as a result of the purchaser's own enquiries and inspections;
- c) the purchaser has not been induced to enter into the contract by, and has not relied on any marketing material, statement, representation or warranty by or on behalf of the vendor or any agent or employee of the vendor other than those as set out in this contract, including any statements or representations as to potential or projected yield, return, use (present or potential) or development potential; and
- d) the property is sold and is to be accepted by the purchaser in its present state of repair and condition and subject to legal and physical defects (if any) and any Contamination.

35.2. Purchaser's Own Enquiries

The purchaser relies entirely upon its own enquiries and investigations in relation to the following:

- a) the quality and state of repair of the property and of any services;
- b) the neighbourhood of which the property forms part and the occupants or owners of adjoining or adjacent lots or properties;
- c) the purposes for which the property can be used (including, without limitation, any restrictions on its use or development);
- d) the fitness of the property for the purchaser's purposes;
- e) access to the property;
- f) requirements of authorities relating to the property including, without limitation, resumptions, road dedications, road widening and similar things;
- g) necessary approvals and licences from authorities relating to the property or any activity carried out on the property, including any failure to comply with any approvals or licences and whether or not the property is subject to or built over (with or without the consent of any authority) any service;
- h) the property being encumbered by any petroleum, exploration, mining permits or other such rights or the presence of any noxious weeds or other flora or fauna on the property;
- i) any outstanding notices from any authority in connection with the property and the status of and the vendor's compliance with all applicable laws, regulations, requirements, ordinance, by laws or directives in connection with the property or the activities conducted on the property including the provisions of the *Environmental Planning and Assessment Act* and the *Local Government Act*;

- j) the existence of, or potential for, any contamination of the property;
- k) the nature, location, availability or non-availability of any service;
- l) whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- m) whether or not any underground, roof or surface stormwater drain passes through or over the property or should any stormwater plant, manhole, vent or substation be on the property; and
- n) whether or not any rainwater downpipe, roof or surface water drainage is connected to a sewer,

and has satisfied itself on all such matters prior to entering into this contract.

35.3. Requisitions

The purchaser will not make any requisition in respect of any matter referred to in this clause.

36. Environment

36.1. Application

This clause applies without limiting the generality of any other clause of this contract.

36.2. Acknowledgements

The purchaser acknowledges that:

- a) it has carried out all of its own inquiries, tests and/or inspections to ascertain the extent of any Contamination on the property;
- b) the property and any adjoining or nearby properties may be Contaminated;
- c) the purchaser will not make any requisitions by reason of any matter referred to in this clause or relating to any Contamination of the property or any adjoining or nearby properties.

36.3. Release of vendor

The purchaser releases now and forever the vendor from any claim by the purchaser in respect of Environmental Law liability, Contamination or otherwise in respect of any Contamination at, of or emanating from the property.

37. Requisitions

- a) The purchaser may only make requisitions on title under clause 5 in the form of standard requisitions annexed to this contract.
- b) Requisitions on title can only be served on the vendor within 5 days after the contract date otherwise the purchaser is deemed to have waived any right to make or serve any requisitions on title.
- c) The vendor does not have to reply to the purchaser's requisitions if the requisitions are not in the form or not made or served within the time set out in this clause.

38. Real Estate Agent

- a) The purchaser warrants to the vendor that it was not introduced to the property or the vendor by any real estate agent other than the vendor's agent (or agents) referred to on the front page of this contract (if any).
- b) If the purchaser is in breach of this warranty, then the purchaser must indemnify and keep indemnified the vendor against any claim for commission by any agent or agents (other than any agent referred to on the front page of this contract) arising out of this sale.
- c) This clause does not merge on completion.

39. Notice to Complete

39.1. Notice

- a) If completion does not take place on or before the date for completion then the vendor may serve a notice in writing on the purchaser (**Notice to Complete**) requiring completion to take place not less than 14 days after the date of service of the Notice to Complete.
- b) Following service of the Notice to Complete, time is deemed to be of the essence for the purposes of completion.
- c) For all purposes at law and in equity the parties acknowledge that 14 days is reasonable and sufficient notice within which to require completion.

39.2. Legal Costs

The purchaser must pay \$330.00 to compensate the vendor for additional legal costs and other expenses incurred by the vendor in relation to the service of a Notice to Complete. The vendor may refuse to complete the contract unless and until the purchaser has paid this amount.

39.3. Withdrawal and Waiver

- (a) The vendor reserves the right to withdraw any Notice to Complete or to extend the period of notice in the Notice to Complete or to issue subsequent Notices to Complete, in its sole discretion.
- (b) The failure of the vendor to exercise its rights under a notice issued pursuant to this clause is not deemed to be a waiver of any of the vendor's rights.

40. Interest

40.1. Payment

Without limiting any other right of the vendor, if the purchaser does not complete by the date for completion (not being due to a default by the vendor), the purchaser must pay interest on the balance of the price and any other money payable on completion at the rate of 10% per annum calculated on daily rests from and including the date for completion up to and including the actual completion date.

40.2. Genuine Estimate

The parties agree that interest payable under this clause is a genuine pre-estimate of the loss suffered by the vendor due to the purchaser's failure to complete on the date

for completion.

40.3. Liquidated Debt

Any interest payable or due under this clause will be a liquidated debt due to the vendor by the purchaser and will be immediately recoverable by the vendor together with all costs of the vendor. The purchaser must pay the outstanding interest on completion and the vendor will be entitled to refuse to complete this contract unless and until such interest has been paid.

40.4. Essential Condition

This clause is an essential term of the contract.

41. Discharge of Mortgage or Caveat

41.1. Discharge at Completion

The vendor does not have to discharge or withdraw any mortgage, writ or caveat registered on the title of the property prior to completion of the contract if the vendor, on completion:

- a) hands to the purchaser a form of discharge of mortgage or writ or withdrawal of caveat (as the case may be) in registrable form in respect of any registered mortgage, writ or caveat; and
- b) allows the purchaser a registration fee payable on each discharge or mortgage or writ or withdrawal of caveat which the vendor provides to the purchaser.

41.2. Exceptions

The obligations on the vendor in clause 41.1 will not apply where the mortgage, writ or caveat lodged on the title to the property:

- a) has been lodged by or on behalf of the purchaser; or
 - b) is lodged by a third party as a result of any dealing with the purchaser; or
 - c) would be removed on registration of a Transfer under Power of Sale (if the vendor is or becomes mortgagee exercising power of sale).
-

42. Removal of Charges

The vendor:

- a) is not obliged to remove any charge on the property for any rate, tax or outgoing until the date on which completion of this contract actually occurs;
- b) will not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any rate, tax or outgoing; and
- c) may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any subsequent time there is a charge on the property for any rate, tax or outgoing.
- d) This clause will not merge on completion.

43. Insolvency and other events

43.1. Individual Purchaser

If the purchaser or any party (if more than one) constituting the purchaser being an individual:

- a) dies or becomes mentally ill, then the vendor may rescind this contract and the provisions of clause 19 will apply; or
- b) enters into a compromise, deed of assignment or deed of arrangement pursuant to Part X of the *Bankruptcy Act* with his/her creditors, the purchaser will be in default under this contract in an essential respect and the vendor may terminate this contract and the provisions of clause 9 will apply.

43.2. Corporate Purchaser

The vendor may terminate this contract and the purchaser will be in default of this contract in an essential respect, if the purchaser or any party (if more than one) constituting the purchaser being a company:

- a) has a receiver or receiver and manager appointed to that company whether by a creditor or a Court or otherwise; or
- b) has an administrator appointed pursuant to Part 5.3A of the *Corporations Act* 2001 or otherwise; or
- c) has a liquidator (of any nature) appointed or is wound up by any means whether in insolvency or otherwise.

43.3. No Limitation

The vendor's rights under this clause do not negate, limit or restrict any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this contract or as a result of termination resulting from a default by the purchaser.

44. Statutory Provisions

44.1. Contract Subject to Statutes

The provisions of this contract operate and are subject to the provisions of such statute, but only to the extent to which:

- a) the provisions of any statute cannot be excluded; and
- b) the provisions of this contract are inconsistent with the provisions of any statute.

44.2. Statute Provisions Excluded

Without limitation, the provisions of any statute which restrict or adversely affect the rights and powers of the vendor under this contract are, to the extent permitted, expressly excluded.

44.3. Rights and Obligations Additional

To the extent permitted:

- a) the rights and powers of the vendor under this contract are in addition to, and do not limit, the rights and powers conferred on the vendor by any statute; and
 - b) the obligations of the purchaser under this contract are in addition to, and do not limit, the obligations imposed on the purchaser by any statute.
-

45. Goods and Services Tax

45.1. GST Definitions and Interpretation

In this clause:

- a) words used in this clause which have a particular meaning in the "GST law" (as defined in the *GST Act*, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- c) if the *GST Act* treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply;
- d) to the extent there is an inconsistency between the provisions of clause 13 and this clause, this clause will prevail; and
- e) this clause does not merge on completion.

45.2. Price exclusive of GST

The purchase price and any other amount referred to in this contract or any adjustment to be made under this contract is exclusive of GST, unless expressly provided otherwise.

45.3. GST Gross Up

- a) If any supply made under or in connection with this contract is subject to GST or becomes subject to GST at any time, then in respect of that supply:
 - I. the purchaser must pay an amount to the vendor, in addition to the relevant GST- exclusive consideration; and
 - II. the additional amount payable is:
 - a. an amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and
 - b. payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.
- b) The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the *GST Act*).
- c) If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice or an

adjustment note (as the case requires) within 14 days after any further adjustment is made.

- d) The purchaser indemnifies and will keep indemnified the vendor to the fullest extent in respect to any GST liability or costs arising out of this contract or the transaction contemplated by this contract.

46. Deposit

46.1. Deposit to be released

The vendor discloses and the purchaser acknowledges and agrees that:

- a) despite the definition of "depositholder" in clause 1, the provisions of this clause will apply if the deposit or any part of it is paid to the vendor's solicitors as stakeholder;
- b) the vendor requires, and the purchaser agrees, the deposit is to be released to the vendor on and from the date of this contract.

47. Guarantee (applicable to corporate Purchasers only)

47.1. Application and defined terms

- a) This special condition applies if the purchaser is a corporation.
- b) In this clause, the following definitions apply:

Guarantor means the person(s) specified in this contract as the guarantor or the person(s) who executes this contract as a guarantor and if no person is specified, the guarantor will be deemed to be each person executing the contract on behalf of the purchaser.

Insolvency Event means any of the following events occurring to the purchaser or the Guarantor:

- (i) a liquidator, administrator, receiver, receiver and manager or other controller is appointed to the entity, or a resolution is passed for any such appointment;
- (ii) a petition for the winding up of the entity is presented and not withdrawn within thirty (30) days of presentation;
- (iii) a scheme of arrangement with creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation is entered into;
- (iv) the person or entity is unable to pay its debts when they fall due; or
- (v) the entity has been declared bankrupt or a trustee is appointed to any property of the entity or property of the entity has vested in a trustee or other entity.

47.2. Extent of Guarantee

In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor:

- a) guarantees to the vendor:
 - I. payment to the vendor of all moneys payable or owing to the vendor under this contract including the payment of the purchase price, whether

or not demand has been made by the vendor; and

- II. the due and punctual performance and observance of all of the purchaser's covenants, conditions and liabilities,

under this contract; and

- b) indemnifies the vendor against all losses and claims incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

This indemnity does not merge on completion, termination or repudiation of this contract.

47.3. Principal Obligation

This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.

47.4. Liability Not Affected

The liabilities of a Guarantor are not affected by:

- a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
- b) an Insolvency Event of the purchaser, the Guarantor or any one of them;
- c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the Guarantor or any other person;
- d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- e) the vendor obtaining a judgment against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.

47.5. Continuing Guarantee

- a) This guarantee and indemnity will continue notwithstanding:
 - i. the vendor has exercised any of its rights under this contract including any right of termination;
 - ii. the purchaser is wound up; or
 - iii. this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- b) This guarantee and indemnity:
 - i. is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;
 - ii. may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and

- iii. extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

47.6. Reinstatement of Rights of Vendor

If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:

- a) that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
- b) the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

47.7. Recourse to Guarantor

The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting its remedies against the purchaser.

48. Confidentiality

48.1. Non-disclosure of Particulars

- a) Each party agrees to keep as confidential the terms of this contract, the contents of all negotiations leading to its preparation and any information provided to the purchaser (**Confidential Information**), and agrees that they will use their best endeavours to ensure that all such Confidential Information is kept confidential.
- b) Except as expressly permitted by this contract, each party will not disclose or discuss any Confidential Information without the prior written approval of the other party.

48.2. Exceptions to Non-disclosure

Each party may make disclosures regarding the contents of this contract only to the extent required:

- a) by law or by any regulatory body having jurisdiction over that party, including any stock exchange;
- b) to that party's financiers or by that party's financiers or intended financiers in relation to the provision of finance for the completion of the transactions contemplated by this contract;
- c) to its professional advisors under a duty of confidentiality; or
- d) to instruct that party's professional advisors in relation to the preparation and completion of this contract,

but will use its best endeavours to ensure that all matters disclosed are kept confidential.

49. Notices

49.1. Form

Any notice to or by a party under this contract must be in writing and signed by the sender or the sender's solicitor and if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender or the sender's solicitor.

49.2. Service Method

Any notice may be served by delivery in person or by post or transmission by facsimile (if a facsimile number is specified in this contract) to the address or number of the recipient specified in this contract or most recently notified by the recipient to the sender.

49.3. Receipt

Any notice will be effective for the purposes of this contract on delivery to the recipient prior to 5.00 pm local time on a business day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next business day following delivery or receipt.

49.4. Document Exchange and Facsimile

Despite clause 20.6, the service of any notice or document in connection with this contract on a party is deemed to have been received by that party or that party's solicitor:

- a) where it is sent through the document exchange system on the day after it is placed in the document exchange system; or
- b) where it is sent by facsimile transmission, on the day it is actually transmitted to that party or that party's solicitor, unless:
 - i. the sender's machine indicates a malfunction in transmission service, in which case service is deemed not to have been effected; or
 - ii. the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have been effected; or
 - iii. the transmission is not completed before 5.00pm (local time) on a business day, in which case service is deemed to have been effected at 9.00am on the next business day.

50. General

50.1. Governing Law and Jurisdiction

- a) This contract is governed by and will be construed under the law of the State of New South Wales.
- b) Any legal action in relation to this contract against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- c) Each party by execution of this contract irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

50.2. Entire contract

This contract contains the entire understanding between the parties concerning the subject matter of the contract and supersedes all prior communications between the parties.

50.3. No Waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

50.4. Severability

If any provision of this contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- b) in any other case the offending provision must be severed from this contract in which event the remaining provisions of the contract operate as if the severed provision had not been included.

50.5. Successors and Assigns

This contract binds and benefits the parties and their respective successors and permitted assigns.

50.6. No Assignment

Except as otherwise permitted under this contract, a party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other parties.

50.7. No Variation

- a) This contract cannot be amended or varied except in writing signed by or on behalf of the parties.
- b) Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding upon that party and any annexure so added will form part of this contract as if that annexure had been annexed at the time of execution.

50.8. Cancellation of Settlement

In the event that the Purchaser cancels settlement on the day of settlement, the Purchaser shall pay to the Vendor the sum of \$220.00 for each cancellation to be adjusted on settlement. The Vendor is not obliged to complete unless the Purchaser complies with this special condition which is an essential term of this Contract.

50.9. Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this contract. The purchaser must pay all stamp duty imposed on this contract and the transaction contemplated in this contract, the costs incurred by the vendor in connection with the enforcement of this contract and any other document contemplated or referred to in this contract.

50.10. Counterparts

If this contract consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

51. FIRB Approval

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign

person” as defined in the Foreign Acquisition & Take-Over Act 1975 (“the Act”), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

52. Deposit Less Than 10% of the Purchase Price

If the Vendor has agreed to accept a deposit of an amount less than 10% of the Purchase Price, the Purchaser agrees to pay a further deposit, which when added to the deposit paid at the date of the making of this Contract, will equal 10% of the Purchase Price on the earlier of:

- i. Date of Completion; or
 - ii. On the Purchaser’s default of the Purchaser’s obligations under this Contract.
-

53. Improvements

- 53.1.** The Purchaser further acknowledges that it is aware that the Vendor may not have obtained any approval from the Council under the building provisions of the former Local Government Act 1919 and Part 1 of Chapter 7 of the Local Government Act 1993 to construct the improvements or any part of the improvements on the Property.
- 53.2.** The Purchaser will not Object, requisition or Claim for compensation nor seek to rescind this contract nor delay its Completion in regard to the absence of any such approval or arising out of or in connection with any inability or refusal on any part of the relevant council to issue a Building Certificate, in relation to the improvements existing on the Property.
- 53.3.** For abundant caution, the Purchaser shall not require the Vendor to make application for or to do anything towards obtaining a Building Information Certificate pursuant to Division 6.7 of the Environmental Planning and Assessment Act 1979 in respect of the property or otherwise in complying with the requirements of the relevant local council in association with or in relation to the issue of such a Building Certificate. This contract is not conditional upon the relevant local council issuing such a Building Certificate.
-

54. Encroachments and Services

- 54.1.** The Purchaser will take title to the Property subject to, and will not Object, requisition or Claim for compensation nor seek to rescind or terminate this Contract nor delay its completion in respect of or arising out of any of, the following matters:
- 54.1.1.** Any encroachment by or upon the property;
 - 54.1.2.** Any breach of the Local Government Act, 1993 or any Regulation made thereunder or the Environmental Planning and Assessment Act, 1979 by any improvements erected on the property.
- 54.2.** The Purchaser will not Object, requisition or Claim for compensation seek to rescind or terminate this contract nor delay its completion in regard to the existence or passage or non-existence or non-passage on or through the Property or any adjoining land of mains, pipes, wires or connection of any gas, electricity, telephone or other system or services whether to the Property or any adjoining property or jointly to both or otherwise and the Purchaser will take title subject thereto.

55. Certificates/Diagrams

55.1. Section 47 Land Tax Certificate

Notwithstanding any other clause in the Contract or legislation, completion of the Contract cannot be delayed by the Purchaser for the date the Vendor serves on the Purchaser or the Purchaser's representative a section 47 land tax certificate. The Vendor is not regarded as unable, not ready or unwilling to complete because of the date the Vendor serves on the Purchaser or the Purchaser's representative a section 47 land tax certificate. The Vendor is entitled to serve a notice to complete on the Purchaser despite the date the section 47 land tax certificate is provided.

55.2. Section 10.7 certificate

The Purchaser acknowledges that the section 10.7 certificates annexed to this Contract is that which is currently available from the Council. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the accuracy of such section 10.7 certificates. The provisions of this clause shall not merge on completion of this Contract. The Vendor has no obligation to provide the Purchaser with updated section 10.7 certificate.

55.3. Sewer/Sewerage Diagrams

- a) The sewerage service diagram or any letter from Sydney Water, and service location print included in this Contract are the most up to date Sydney Water diagrams/documents available in relation to the Property; and the position of Sydney Water's sewer in relation to the Property at the time of completion may not be as shown in the diagrams included in this Contract. The Purchaser acknowledges and accepts the sewer diagram(s) attached to the Contract.
- b) Notwithstanding any other clause in the Contract or as required by legislation, including the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser will not require the Vendor to obtain any other diagrams or documentation regarding the location of the sewer lines, the sewer mains and services in relation to the property, and will not make any requisition in respect of any matter referred to in this clause.

56. Solar Panels

The Purchaser acknowledges that if there are solar panels installed on the property being the subject of this Contract, then the parties agree as follows:

- 56.1.** Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;
- 56.2.** The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- 56.3.** The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

57. Exempt and Complying Development

- 57.1.** The Vendor discloses that the planning certificate under section 10.7 (2) of the Environmental Planning and Assessment Act 1979 attached to this Contract for the property may or may not contain a statement about complying development as stipulated under clause 3 of Schedule 4 of the Environmental Planning Assessment Regulation 2000.
- 57.2.** In any event, the Vendor is not aware as to whether the land is land on which no complying development may be carried out and if no complying development can be carried out on the land under that Policy, the reason why complying development may not be carried out on the land.
- 57.3.** The Purchaser warrants that it has relied on its own enquiries in entering into this Contract in respect of whether the land is or is not land on which complying development may be carried out pursuant to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- 57.4.** The Purchaser cannot Object, make any requisition, claim nor can it delay completion rescind or terminate by reason of the disclosure contained in this clause.

58. Severability

Each clause in this contract is severable from each other. If for any reason any clause or subclause is unenforceable due to the operation of s52A of the Conveyancing Act 1919 or the Conveyancing (Sale of Land) Regulation 2017 or otherwise, this contract is to be read and constructed as if that clause or subclause is severed from this contract and the unenforceability of that clause or subclause is not to prejudice or in any way affect the enforceability of any of the remaining clauses or subclauses.

59. Interdependency

- 59.1.** Notwithstanding the provision regarding the Completion Date of this Contract, the parties agree that the completion of the property is conditional upon the contemporaneous completion of the contract for the sale of 435 Lyons Road, Five Dock (Folio Identifier: 14/4855) (**Interdependent Contract**).
- 59.2.** If the Interdependent Contract is terminated, rescinded or otherwise ended for any reason, this Contract is deemed to be so terminated, rescinded or otherwise ended.
- 59.3.** Any breach of this Contract by a party to it is deemed to be a breach of the Interdependent Contract.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1017649

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/10/2021	12:43 PM	5	25/6/2021

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 1017649
AT FIVE DOCK
LOCAL GOVERNMENT AREA CANADA BAY
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1017649

FIRST SCHEDULE

SAILE DRUMMOYNE PTY LTD (T AR182259)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AR182260 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

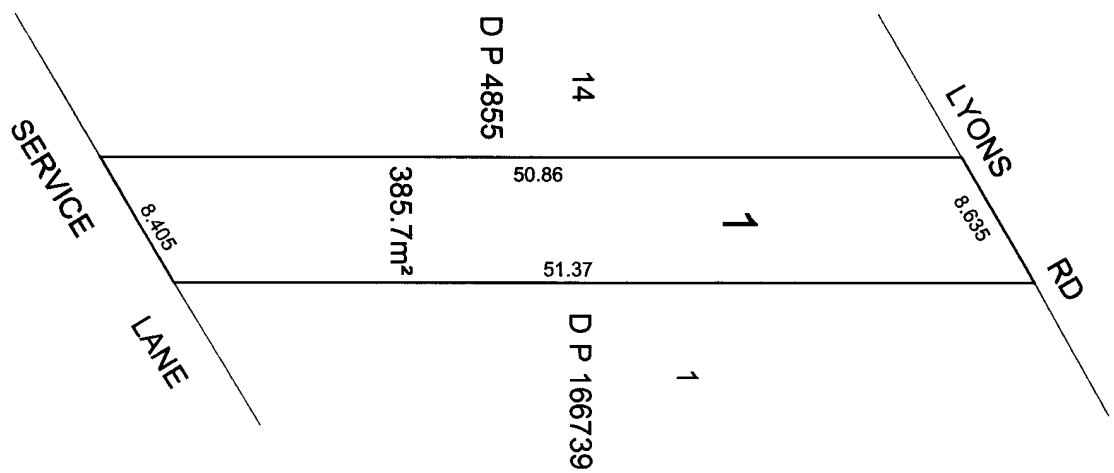
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26345

PRINTED ON 5/10/2021

* 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.



DP 1017649

Registered :  31.8.2000

Title System : TORRENS

Purposes : DEPARTMENTAL

Ref. Map : U0945-213#

Last Plan : DP4855

PLAN OF PART OF LOT 15 IN DP4855
COMPRISED IN VOL.3068 FOL.225

Lengths are in metres. Reduction Ratio - NTS
LTO Ref : DRD TC

L.G.A. : DRUMMOYNE
LOCALITY : FIVE DOCK
PARISH : CONCORD
COUNTY : CUMBERLAND

LOT PRIOR IDENTITY

Sewer Service Diagram

Application Number: 8001103766

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD DIAGRAM OF SANITARY DRAINAGE

H.S. 73e

Municipality of *Drummoyna*

SEWER AVAILABLE

Diagram No. 372331.

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

Existing drainage shown by black lines. Scale: 40 Feet to an Inch New drainage shown by full blue lines

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

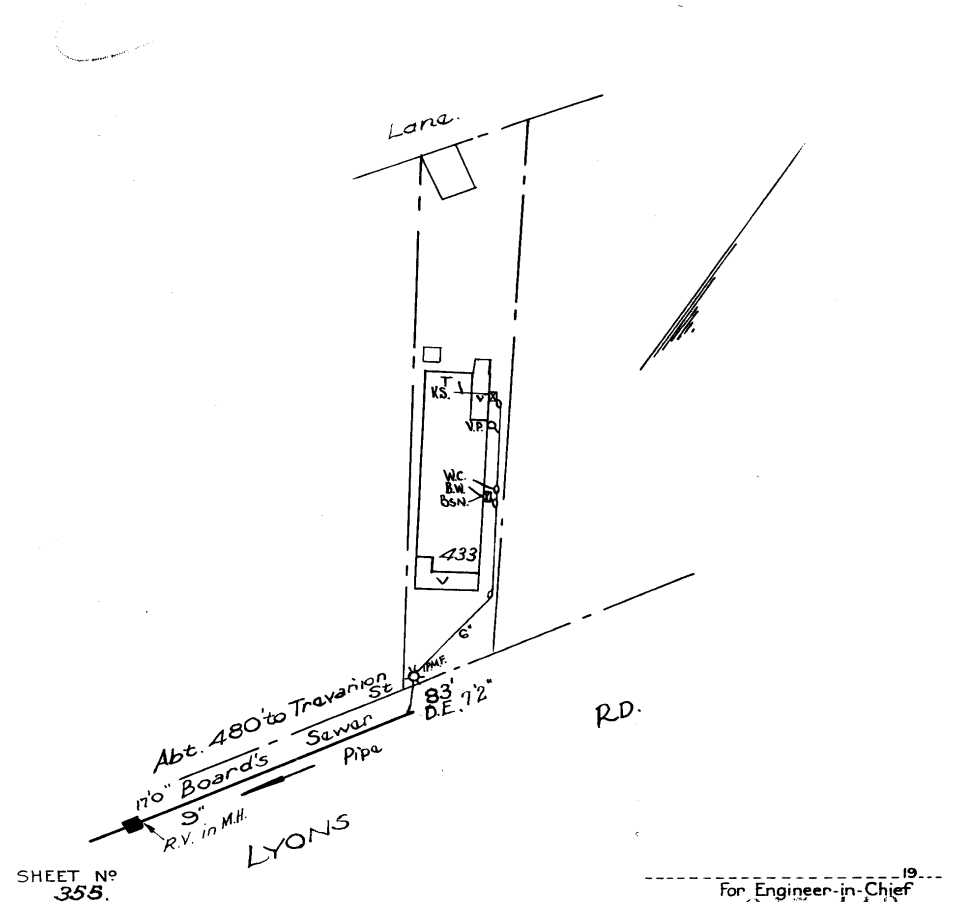
Certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

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

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

(4" dia. pipes may be used in lieu of 6" dia pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector.)

This work will be tested from



SHEET No
358.

For Engineer-in-Chief
215 118

OFFICE USE ONLY			
W.C.	Designed by	Date	Inspector
Bth.	Inspector	First Visit	Passed
Shr.	Examined by	Date	Inspector
Bsn.	Chief Inspector	Outfall	H.L.
KS		Drainer	L.L.
T		Boundary Trap	is
Plg		required.	
Dge.Int.			
Dge.Ext.			
	DESIGN		SUPERVISION

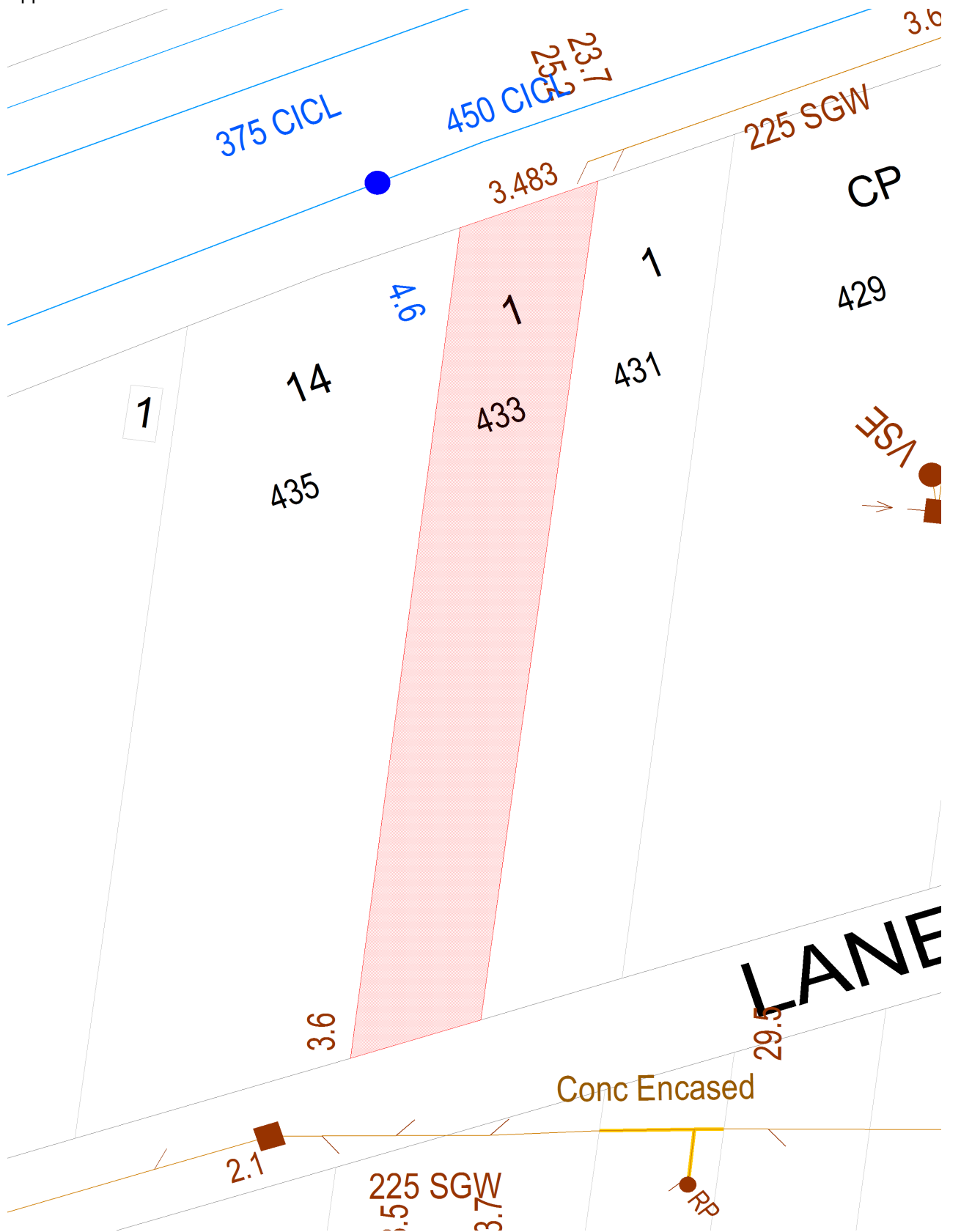
Document generated at 05-10-2021 12:51:35 PM

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**.

Service Location Print

Application Number: 8001103765



Document generated at 05-10-2021 12:51:31 PM

Disclaimer

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

Asset Information

Legend

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

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**.

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**.

APPLICANT: Pk Build
1/512 Parramatta Road
ASHFIELD NSW 2131

**PLANNING CERTIFICATE - under section 10.7
Environmental Planning and Assessment Act 1979**

Property: 433 Lyons Road FIVE DOCK NSW 2046

Title: Lot 1 DP 1017649

Certificate No: PC2021/2431

Certificate Date: 21/09/2021

Receipt No: Online Receipt

Certificate Fee: \$133.00

Land No: 7244

Applicant's Ref: 433-435 Lyons

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:*

Canada Bay Local Environmental Plan 2013

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
State Environmental Planning Policy No. 21 – Caravan Parks
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. 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 (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Concurrences and Consent) 2018
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Primary Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
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:*

Housing State Environmental Planning Policy (Housing SEPP)

State Environmental Planning Policy (Environment)

Design and Place State Environmental Planning Policy

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

City of Canada Bay Development Control Plan

ITEM 2 - Zoning and land use under relevant LEPs

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

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Environmental facilities; Exhibition homes; Group homes; Jetties; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential accommodation; Respite day care centres; Roads; Schools; Seniors housing; Water recycling facilities

4 Prohibited

Rural workers' dwellings; Shop top housing; Any other 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?

No fixed minimum land dimensions apply to this land

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

The land does not include or comprise critical habitat under an EPI

(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

No draft zoning applies to the land

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 EPI

(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?

Housing Code

Yes, under the Housing 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.

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Inland Code

Yes, under the Inland 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 section 15 of the Mine Subsidence Compensation Act 1961?

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 |

The land is identified as being within Class 5 on the Acid Sulfate Soil Map under the Canada Bay LEP 2013. Works prohibited without Council approval (except as provided by subclause 4 of clause 6.1 of the Canada Bay LEP 2013) include:

- Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

- (vi) land contamination Yes

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Canada Bay. Please note that this statement refers to whether or not Council has a policy regarding contamination and is not a statement on whether the property is affected by contamination or potential contamination.

- (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 |
-

ITEM 7A – Flood related development controls

1. ***If the land or part of the land is within the flood planning area and subject to flood related development controls.***

Unknown, please refer to Council's Flood Planning webpage for more information.

2. ***If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.***

Unknown, please refer to Council's Flood Planning webpage for more information.

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:-

City of Canada Bay S7.11 Development Contributions Plan

City of Canada Bay S7.12 Fixed Levy Contributions Plan

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

<i>(a) All of the land is bush fire prone land.</i>	No
<i>(b) Some of the land is bush fire prone land.</i>	No
<i>(c) None of the land is bush fire prone land.</i>	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. Contact NSW Fair Trading for more information.

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 – 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) ADVICE

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

1. Demolition

Under the local environmental plan applying to the land, development consent is required for the demolition of any building on the land except where the demolition complies with the exempt development requirements specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and the Canada Bay Local Environmental Plan, 2013.

2. Foreshore Building Line

Is the land affected by a foreshore building line?

No

3. Other Heritage considerations

Is the land adjoining or opposite a heritage item under the provisions of the Local Environmental Plan applying to the land?

Yes

Has the property been identified as one that is contributory to the heritage values of a conservation area?

No

Is the land adjoining or opposite a heritage conservation area under the provisions of the Local Environmental Plan applying to the land?

No

Does the land contain an item of environmental heritage identified within the Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005?

No

4. Aircraft Noise

Is the land affected by aircraft noise?

The property could be affected by aircraft noise. For further details contact Airservices Australia or visit www.airservices.gov.au.

5. Other Advice

Not Applicable

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.



John Clark
General Manager



Revenue

Enquiry ID	3578027
Agent ID	81429403
Issue Date	05 Oct 2021
Correspondence ID	1734065228
Your reference	26345

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1017649/1	433 LYONS RD FIVE DOCK 2046	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Saile Drummoyne Pty Ltd
Purchaser:
Property: 433 Lyons Road Five Dock NSW 2046
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?

- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

REINSW Real Estate Institute of New South Wales

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Regulation 2010

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report which forms part of this agreement) and to obtain appropriate advice if necessary.
2. A landlord or the landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) before the tenant enters into the residential tenancy agreement.

TERMS OF AGREEMENT

THIS AGREEMENT is made on 19 September 2015 at Five Dock NSW

BETWEEN

LANDLORD: (Name/s)

Rocco, Domenico & Anthony Losurdo

(A.B.N)

Contact Details

c/- 5/110 Great North Road, Five Dock NSW 2046

Care Of Agent ☒ Yes ☐ No

If no Agent, details

AND

TENANT: (Name/s)

Pauline F M Ades & Peter Adrian Gordon Bennet

(A.B.N)

Business Address:

Work:

Phone:

Mobile: 0410 378 322 Pauline

Email: peter.bennet@northsydney.nsw.gov.au

Other people who will ordinarily live at the premises may be listed here (cross out if not needed)

LANDLORD'S AGENT DETAILS

Licensee: Ensee Pty Ltd Trading as L J Hooker Five Dock

(A.B.N)

80 092 871 933

Shop 5/110 Great North Road, Five Dock, P.O. Box 463, Five Dock, NSW 2046

Phone : 02 9712 3511

Fax : 02 9712 3522

Email: fivedock@ljh.com.au

RESIDENTIAL PREMISES

The residential premises are (insert address)

(a) Address 433 Lyons Road, Five Dock NSW 2046

(b) Inclusions Double Lock Up Garage

The residential premises include: (List things such as a parking space, garage, storeroom or furniture provided (attach inventory)

Note: If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods.

TERM OF AGREEMENT

The term of this agreement is 52 Weeks starting on 21 / 09 / 15 and ending on 18 / 09 / 16

Agent: ☒ Ongoing management or ☐ Leasing only

RENT A tenant must pay the rent on or before the day set out in this agreement

The rent is \$670.00 per Week payable in advance starting on 21 / 09 / 15

The method by which the rent must be paid :

(a) to the Landlord, or the Landlord's Agent, at Shop 5/110 Great North Road, Five Dock NSW 2046
by cash or cheque, or

(b) into the following account, or any other account subsequently nominated by the landlord:

LJ Hooker Five Dock Rent Trust Account

Commonwealth Bank BSB 062 - 169 A/C 10161682

Reference : 433 LYONS RD/ADES

(c) as follows:

Direct Debit

The landlord and the tenant may, by agreement, change the manner in which rent is payable.

Note: The landlord or the landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [cross out if there is not going to be a bond]

A Rental Bond of \$2680.00 must be paid by the tenant on signing this agreement.
The amount of the rental bond must not be more than 4 weeks rent.

[Handwritten signatures]

IMPORTANT INFORMATION

Maximum Number of Occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Other people who will ordinarily live at the premises may be listed here (cross out if not needed)

ALL REPAIRS MUST BE REPORTED IN WRITING

URGENT REPAIRS *Nominated tradespeople for urgent repairs:*

Name: <u>Angel Electrics</u>	Electrician Contact No:	0411 353 245
Name: <u>JR Burns Plumbing</u>	Plumber Contact No:	0414 552 828
Name: <u>Nick's Busy Fingers</u>	Handyman Contact No:	0416 085 201
Name: <u>Frank Locksmiths</u>	Locksmith Contact No:	0412 052 613

Water Usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 11 and 12.

Yes ☒ No

Strata By-Laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No ☒


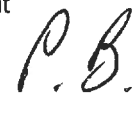
If yes, see clause 35.

Condition Report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when signing this agreement is signed and forms part of this agreement.

Tenancy Laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

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RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

in the presence of: Maria Condos-Karamolis
(Name of witness)

M. O. O.
(Signature of witness)

[Signature]

(Signature of landlord)

FOR AND ON BEHALF OF LANDLORD

SIGNED BY THE TENANT

in the presence of: Maria Condos-Karamolis
(Name of witness)

M. I. O.
(Signature of witness)

[Signature]

(Signature of tenant)

in the presence of: Maria Condos-Karamolis
(Name of witness)

M. I. O.
(Signature of witness)

Peter Bennet

(Signature of tenant)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

[Signature]

(Signature of tenant)

Peter Bennet

(Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au