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# Contract for the sale and purchase of land 2016 edition

| TERM | MEANING OF TERM | NSW Duty: |
|---|---|---|
| vendor's agent | Unique Property<br>39 New Canterbury Road , Petersham, | ph 9560 2111<br>fax 9560 2090 |
| co-agent | Raine & Horne<br>86 Audley Street Petersham | ph 9568 5111<br>fax 9568 5550 |
| vendor | EVARISTO DIAS<br>ILDA DA CONCEICAO REIS | |
| vendor's solicitor | NEWTOWN SOLICITORS<br>5 Stanmore Road ENMORE<br>P.O Box 221<br>**ENMORE NSW 2042** | **PH:** (02) 9550 6474<br>**FAX:** (02) 9557 1795<br>E.sjn@newtownsolicitors.com.au |
| date for completion | 42nd | day after the contract date (clause 15) |
| land(address, plan details and title reference) | 98 Livingstone Rd **MARRICKVILLE NSW 2204**<br>Lot 10 in DP 5964 | Folio identifier 10/5964 |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| improvements | ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | documents in the List of Documents as marked or numbered:<br>other documents: | |

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

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

exclusions

purchaser

purchaser's solicitor

price $

deposit $ (10% of the price, unless otherwise stated)

balance $

contract date (if not stated, the date this contract was made)

buyer's agent

**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

## Choices

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

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

**land tax** is adjustable ☒ NO ☐ yes
**GST**: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
margin scheme will be used in making the taxable supply ☐ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

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

## List of Documents

**General**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws not set out in *legislation*
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 certificate under Management Act – section 109 (Strata Schemes)
- ☐ 51 certificate under Management Act – section 26 (Community Land)

**Other**

- ☐ 52

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## Section 66W CERTIFICATE
### Cooling-off certificate

**I**
**Of**
**Certify as follows :**

**a** I am a Solicitor/ Licensed Conveyancer currently admitted to practice in New South Wales.

**b** I have given this Certificate in accordance with s66w of the Conveyancing Act 1919 with reference for a contract for sale of property situated and known as :-

**Property** Between

**Vendor** and

**Purchaser**

in order that there is no Cooling Off period in relation to that Contract.

**c.** I do not act for the vendor and I am not employed in the legal practise of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.

**d.** I have explained this contract to the purchaser:-

**(i)** the effect of the contract for the purchase of this property.

**(ii)** the nature of this Certificate.

**(iii)** the effect of giving this Certificate to the Vendor ie that there is no Cooling Off period in relation to the contract.

DATED THIS DAY OF 20

.....
Solicitor/ Licensed Conveyancer

# 2016 Contract

## SPECIAL CONDITIONS INCLUDED IN THE CONTRACT FOR SALE AND PURCHASE OF LAND

| | |
|---|---|
| **Between** | **As Vendor** |
| **And** | **As Purchaser** |
| **In respect of** | **The Property** |

**32a** In the event of any conflict or inconsistency between the provisions of the following clauses and the provisions of the preceding clauses of this contract, the following clauses shall prevail.

**32b** If any provision or clause ("Provision") of this contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the Conveyancing Act, 1919 (as amended) or the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986 or is otherwise deemed by a Court of competent jurisdiction to be unlawful or unenforceable, then this agreement will be read and construed as if such provision is severable from this Agreement and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this Agreement.

**33** The following alterations or additions shall apply to the standard contract: -

| | **Clause** | **Change** |
|---|---|---|
| **i** | 1 Definitions | With respect to the definition for " adjustment date " Notwithstanding anything else herein contained if the Vendor is in a position to settle on the completion date, the Vendor (but not the Purchaser) may set the adjustment date as the completion date as noted on the front page hereof; |
| **ii** | | insert the following additional definition: 'restricted action" means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion"; |
| **iii** | 2.9 | replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and<br><br>insert at the end of the clause "if this contract is completed, and otherwise to the party entitled to the deposit"; |
| **iv** | 4 | insert the following additional clause:<br><br>'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.'; |

| | | |
|---|---|---|
| **v** | 4.1 | delete the word "Normally" and add to the end<br>"In the event that a transfer, is not so served, then<br>the Purchaser agrees to pay to the Vendor the sum of $220.00<br>being for the Vendor's solicitors costs in drafting a transfer<br>and/or attending upon the Vendor on an urgent basis<br>for execution of transfer .”; |
| **vi** | 5.1 | insert the words “and they are the only form of requisitions<br>the purchaser may make ” at the end of the clause; |
| **vii** | 5.2 | Delete; |
| **viii** | 6 | Replace “completion“ with “completion date”; |
| **ix** | 7.1.1 | Delete the words “5% of the price” add in lieu “ $500.00”; |
| **x** | 7.2.1 & 7.2.2 | Delete; |
| **xi** | 7.2.4 | Delete the words “and the costs of the Purchaser”; |
| **xii** | 8.1.1 | Delete the words “on reasonable grounds”; |
| **xiii** | 8.2.2 | Delete |
| **xiv** | 10.1 | Add "or delay completion" after "terminate"; |
| **xv** | 10.1.8 | Delete “substance” add in lieu “existence”; |
| **xvi** | 10.1.9 | Delete “substance” add in lieu “existence”; |
| **xvii** | 12 | Insert the following at the end of the clause:<br>“In this clause certificate does not include a building certificate<br>under any legislation. The Purchaser must not apply for a<br>building certificate under any legislation without the prior<br>written consent of the Vendor”; |
| **xviii** | 14.4.2 | Clause 14.4.2: replace the clause with:<br>‘by adjusting the amount of land tax determined by applying the<br>average rate of land tax payable by the vendor or any<br>predecessor in title for the year to the taxable value of the<br>property’; |
| **xix** | 14.8 | Delete; |
| **xx** | 16 | Insert the following additional clause:<br>Where the property includes personal property subject to a<br>security interest:<br><br>i in this clause personal property, secured party and security interest have the same meanings as in the Personal Property Securities Act 2009 (Cth) (PPS Act);<br><br>ii to pass legal title free of that interest, it is sufficient for the Vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and |

iii No release is required where the personal property has a market value of not more than $5,000 (or such greater amount prescribed under regulations to the PPS Act) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The Purchaser warrants that the inclusions are to be used for domestic purposes.;

| | | |
|---|---|---|
| **xxi** | 16.5 | Delete "plus another 20% of that fee"; |
| **xxii** | 16.6 | Delete ; |
| **xxiii** | 16.8 | Delete ; |
| **xxiv** | 16.10 | Delete the word "completion" and insert in lieu the words "the completion date". And at the end of the clause add "The execution of this contract by the Purchaser shall constitute a full and irrevocable authority by the Purchaser to the agent to authorise such release"; |
| **xxv** | 16.12 | Delete all words from 'but' to the end of the clause; |
| **xxvi** | 16.13 | Add "the Purchaser agrees to pay the Vendor's Solicitors agency fees of $145.00 in addition to any fee chargeable by the Vendor's mortgagee. The Vendor's right to collect these fees is an essential term of this contract and does not merge on Completion."; |
| **xxvii** | 17.2.1 | Add "/or" at the end of that line; |
| **xxviii** | 18.7 | Delete and add in lieu :- |

18.7 The Purchaser (and this includes his agent, servant, employee or any other person acting on their request) must not prior to completion do any of the following:-

18.7.1 Occupy the property;

18.7.2 Take possession of the property;

18.7.3 Carry out any work to or on the property;

18.7.4 Lease or attempts to lease the property;

18.7.5 Enter the property unless accompanied by the agent.

Should the Purchaser do anything referred to in clauses items 18.7.1 to 18.7.5 inclusive then (unless a lesser fee is agreed in writing) the Purchaser must pay to the Vendor a licence fee which is calculated at the rate of 12% per annum (calculated on a daily basis) for the period commencing upon exchange of this contract and ending on the actual date of completion.

| | | |
|---|---|---|
| **xxix** | 19 | insert the following additional clause:<br><br>"19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2010 (NSW) is the remedy prescribed by that regulation."; |
| **xxx** | 20 | insert the following additional clause:<br>20.16 In this contract, unless the context requires otherwise:<br><br>20.16.1 in writing includes any communication sent by letter, facsimile transmission or email; and<br><br>20.16.2 including and similar expressions are not words of limitation; |
| **xxxi** | 20.6.4 | insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause; |
| **xxxii** | 20.6.5 | Insert the words 'or by email' after the words 'by fax'; |
| **xxxiii** | 23.6.1& 23.6.2 | Delete and replace with the words "and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the Purchaser"; |
| **xxxiv** | 23.7 | Delete; |
| **xxxv** | 20.7.2 | Insert the words 'and in the case of the vendor the actual cost' at the end of the clause; |
| **xxxvi** | 23.9.1 | Delete the amount of "1%" and insert in lieu the amount "5%"; |
| **xxxvii** | 23.9.3 | Insert the words "which includes special levies payable by instalments (where the adjustment period is the period of the instalments)" to the end of the clause; |
| **xxxviii** | 23.13 | Delete; |
| **xxxix** | 23.14 | Delete; |
| **xxxx** | 23.18.2 | Delete; |
| **xxxxi** | 25.1.1 | Delete the word "limited" and<br><br>Add after qualified title the words "but only if the qualification was entered within a period of six (6) years prior to the date of this contract; |
| **xxxxii** | 25.4.2 | Delete; |
| **xxxxiii** | 28 & 29 | Delete; |

| | | |
|---|---|---|
| **xxxxiv** | 30.1.1 | Delete the word "and" at the end of the clause; |
| **xxxxv** | 30.1.2 | Delete ; |
| **xxxxvi** | 30.2 | Replace the words "at any time after it has been agreed that it will be conducted as an electronic transaction" with the words "at least 14 days before the date for completion" and insert the words 'on the other party' after 'notice'; |
| **xxxxvii** | 30.4.5 | Delete the words in the first bullet point; |
| **xxxxviii** | 30.5 | Replace the words "7 days of receipt of the notice under clause 30.1.2" with the words "14 days after the contract date"; |

**34** Without in any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party (except in the case of a Vendor comprising a joint tenancy) then any one of them):-

i dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply.

**35** Should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

**i** Being a company

**a** resolve to enter into liquidation or provisional liquidation;

**b** have a summons presented for its winding-up;

**c** enter into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Act 2001 (Cth); or

**d** have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

**ii** Being a natural person be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

**36** The Purchaser acknowledges that:-

**i** The Purchaser has inspected the property prior to the date hereof and is purchasing the Property in its present condition and state of repair and subject to any infestations or dilapidation and subject to all existing faults and subject to all existing services if any;

**ii** The Purchaser purchases the Property as a result of his own enquiries and his

own inspection and not as a result of any representations made by the Vendor or on the Vendor's behalf;

**iii** The Purchaser does not rely on any other letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements as set out in this contract and that this contract contains the entire agreement between the parties;

**iv** The Purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

**v** The Purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

**37** Subject to Section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2010 (NSW), the Purchaser acknowledges that it is purchasing the Property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (Services) and cannot take any restricted action in respect of:

**i** the condition, state of repair, dilapidation or infestation (if any) of the property;

**ii** any latent or patent defect in the property;

**iii** any environmental hazard or contamination;

**iv** the nature, location, availability or non-availability of the Services (whether servicing the Property or servicing another property) or defects in the Services or any of them are being a joint service with another property;

**v** whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services;

**vi** any underground or surface stormwater drain,water main or sewer passing through or over the property or any manhole and/or vent on the property;

**vii** any rainwater downpipe being connected to the sewer;

**viii** any failure to comply with the Swimming Pools Act 1992 (NSW); or

**ix** whether or not the property complies with the regulations under the Environmental Planning and Assessment Act 1979 (NSW) relating to the installation of smoke alarms.

**38** The Purchaser shall not require the Vendor prior to completion:-

**i** Attend to and/or maintain the gardens, lawns or swimming pool (if applicable);

**ii** Clean the premises;

**iii** Remove any or all chattels, building materials or debris, motor vehicles or parts thereof, items of furniture or rubbish from the premises; or

**iv** Ensure that services to the Property are or remain connected.

**39** The Purchaser agrees to complete this agreement notwithstanding that there may be a mortgage, a caveat or a writ on the Title provided that a registrable form of discharge of mortgage withdrawal of caveat or withdrawal of writ as the case may be, is handed to the Purchaser on completion and the Vendor shall allow the Purchaser the appropriate registration fees.

**40** A notice to complete shall require completion on a day which is not less than fourteen days after the day on which the notice is served. The notice may nominate a specified hour on the last day as the time for completion. Further, the parties expressly acknowledge that any notice given by the other party or his solicitor of such duration shall be valid for all purposes both at law and in equity and that the time for completion of this contract therein specified shall be reasonable.

The party serving a notice shall be at liberty at anytime to:-

**i** withdraw the said notice without prejudice to his continuing right to serve a further such notice; or

**ii** extend the time allowed by the notice to complete such that the notice calls for completion on a later date with that later date remaining time of the essence of the notice to complete and of this contract .

**41** The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the Property by any estate agent or agency other than the agent or agency if any nominated as The Vendor's Agent on the front page of this contract. The Purchaser agrees to indemnify the Vendor against any claim made by any estate agent or agency other than the Vendor's Agent to the extent that all damages costs and expenses on a solicitor and client basis which may be incurred by the Vendor with respect to any such claim or alleged claim shall be paid by the Purchaser to the Vendor. The Purchaser also agrees to indemnify the Vendor for Legal costs incurred by the Vendor in defending a claim by a real estate agent or agents and also arising out of a prosecution of a cross claim or proceedings against the Purchaser. It is hereby agreed that this clause shall not merge on completion.

**42** The Property is sold and the Purchaser shall take Title subject to all rights of way, reservations, covenants and easements noted on the Certificate of Title for the Property (and in the case of Strata Title this also includes the Certificate of Title for the common property) and the Purchaser shall not be entitled to make any objections nor requisitions nor claim for compensation in respect of same notwithstanding that same are not noted elsewhere in the contract.

**43** The Purchaser warrants that::-

**i** The Purchaser is ordinarily a resident in Australia within the provisions of the Foreign Takeovers Act, 1975 (Commonwealth) ('The Act')

**ii** That the provisions of The Act requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.

In the event of there being a breach of this warranty whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty fine or legal costs on a Solicitor/client basis

which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

**44** If completion of this agreement shall take place after 3.00 pm on the date specified for completion hereof and if at this last mentioned date the Vendor is not in default under any of his obligation hereunder:-

**i** the Purchaser shall as an augmentation of the purchase price pay on completion to the Vendor a further amount calculated in accordance with the following formula:-

$$A = \frac{P \times 12 \times Z}{100 \times 365}$$

A = the further amount so payable to the Vendor in accordance with this clause.

P = the purchase price.

Z = the number of days in the period commencing on and from the day specified for completion or, if at this last mentioned day the Vendor should be in default under this contract, then on and from the day following the day on which the Vendor remedies such default which ever shall be the later, and ending on the actual day of completion. Should settlement however occur on or after 3pm, it shall be deemed as if settlement occurred the following business day for the purposes of this calculation. It is hereby agreed that this clause shall not merge on completion.

**ii** The Purchaser shall pay in addition to the Vendor the further sum of $330.00 to cover legal costs and other expenses, as a consequence of the delay, as a genuine pre-estimate of those additional expense. It is hereby agreed that this clause shall not merge on completion.

**iii** The agent is authorized to release the deposit to the Vendor at 3.10pm on the Completion date.

**iv** The purchaser may not require the vendor to complete this contract unless the purchaser pays the amount set out in subclauses Sub clauses i and ii above . It is an essential term this contract the amounts be paid at completion.

**45** If a survey of the Property ("the survey") is annexed to this contract, the Property is sold subject to all matters disclosed in or ascertainable from the survey. The Purchaser shall not be entitled to raise any objection requisition or claim for compensation in respect of any matters disclosed in or ascertainable there from nor shall the Purchaser on that account be entitled to rescind this contract. The Vendor does not warrant the accuracy of the said survey. The vendor is not required to hand over on completion the original Survey Report if it is not in the possession of the vendor.

**46** The Purchaser gives to the Vendor (and if more than one, any one or more of the Vendors) permission to use the deposit or any part thereof for the following purposes :

**i** As a deposit (or as a contribution towards the balance of purchase monies) upon the purchase by the Vendor or any one or more individual Vendor(s)

(either alone or with another person or persons) of a freehold property and/or to pay stamp duty and legal costs and disbursements, on the contract for the purchase thereof; and/or

**ii** To pay the cost of removalist fees and/or storage costs to enable the Vendor to grant vacant possession to Purchaser ; and/or

**iii** To apply same towards reducing the debt on a mortgage secured on the Property; and/or

**iv** In anticipation of settlement, the agent is hereby authorised to draw cheques out of the deposit as directed by the Vendor's solicitor, which are held by the Vendor's solicitor in escrow pending settlement and returned forthwith to the stakeholder if the settlement is not effected.

If the Vendor requires the deposit or any part of it for the purposes aforesaid the stakeholder is hereby authorised by the parties to this agreement to release the deposit or any part of it as requested and upon the receipt of a direction by the Vendor or his solicitor requiring the release of the deposit, the stakeholder shall account for it to the Vendor or as he may direct and thereupon cease to be a stakeholder. The execution of this contract by Purchaser shall constitute a full and irrevocable authority by the purchaser to the agent to authorise such release and no further direction or authority is required from the Purchaser or his solicitor.

**47** **i** The Property is sold subject to the tenancy and/or "The Lease" existing as at the date hereof the benefit of which shall be given to the Purchaser at the date of completion. The Purchaser acknowledges that he has satisfied himself in respect of The Lease a copy of which is annexed hereto and the Purchaser will not make any objection requisition or claim for compensation nor shall the Purchaser be entitled to rescind, delay completion or terminate this Contract as a result of the existing Lease, notwithstanding :

**a** The lease being or not being registered on title; and/or

**b** The tenant being or not being in possession at the time of settlement; and/or

**c** The tenant has breached the lease.

**ii** The Purchaser shall be bound by the exercise of any option (if applicable) by the Lessee referred to in the Lease whether exercised before or after the date of this Contract.

**iii** The Purchaser shall not require on settlement the original lease, bond transfer or a set of keys but shall accept on settlement a notice of attornment together with a letter issued by the Vendor's solicitor directing the managing agent to hand same over to the Purchaser or as he directs.

**48** **i** The Purchaser acknowledges that a deposit in the amount of ten percent of the Purchase price ("the proper deposit") must be paid by the Purchaser to the Stakeholder herein on or prior to the making of this contract to show that the Purchaser is in earnest.

Should the Vendor in its unfettered discretion agree in writing to accept a delay in the payment of the full deposit, then that part agreed to be delayed must be paid no later than the completion date and time is of the essence. If the deposit

is not so paid then the Purchaser is in breach of an essential term entitling the Vendor to terminate the contract and forfeit the whole of the deposit paid or payable by the Purchaser.

**ii** Should the Purchaser on exchange, provide a deposit bond in lieu of the deposit or pay an amount being less than the ten per cent deposit , he shall pay interest on the amount of the 10% deposit or that part which remains unpaid at the rate of 8% per annum. Such interest is calculated from the date of exchange until the date of actual completion and shall be paid at completion.

**49a** Each party authorises his, her or their solicitor or any employee of the solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations will be binding upon the party deemed to have authorised the same and any annexures so added will form part of this contract as if they were annexed prior to the contract being executed.

**49b** The Purchaser acknowledges that the Vendors Agent is only authorised by the Vendor to identify potential purchasers of the Property and is not authorised to vary any terms and conditions of the contract or to make any statements binding upon the vendor will whether orally or in writing.

**50** The Purchaser expressly acknowledges that it shall pay to the Vendor the following sums (plus GST) being genuine pre estimates of the damages/expenses to re- imburse the Vendor for additional legal costs payable by the Vendor in the event of the following:-

| | | |
|---|---|---|
| **i** | $170.00 | Each instance of a scheduled settlement time being cancelled or rescheduled at the request of the Purchaser. |
| **ii** | $330.00 | Where a notice to perform or notice to complete is issued on behalf of the Vendor. |
| **iii** | $170.00 | Where the Purchaser requests that stamp duty is to be paid On Completion. This is in addition to the mortgagee's and Vendor's Costs for settling at a different venue. |

The Vendor's right to collect these fees is an essential term of this contract and does not merge on Completion.

**51** "GST" refers to Goods and Services Tax under A New System (Goods And Services Act 1999) ("GST Act") and the terms used have the meanings defined in the GST Act.

**i** Notwithstanding the provisions of clause 13 of the contract it is agreed that the sale price and all other amounts agreed to be paid by the Purchaser to the Vendor, being the consideration for the supply expressed in this contract are exclusive of GST.

**ii** In respect of liability to the Vendor for GST under this contract including for the sale price, adjustments of outgoings or any consideration for any other taxable supply the Purchaser covenants to pay to the Vendor on completion the additional amount of GST together with the purchase price and other adjustments required by this contract.

**iii** The Purchaser's liability under this clause is to reimburse the full amount of GST, disregarding and excluding the Vendor's entitlement to input tax credits or other credits or reimbursements for GST.

This clause does not merge on completion.

**52** In the event that:-

**i** The Property is sold subject to vacant possession and the Vendor or the tenant is currently residing in the Property and is unable to vacate on the due date; or

**ii** The Vendor is restrained from or is unable to complete the contract because of an injunction, caveat or otherwise; or

Then the Vendor may in its option:-

**i** Rescind his contract by notice in writing to the Purchaser served prior to 5 PM on completion date whereupon the terms of clause 19 hereof shall apply; or

**ii** Extend the completion date (" the extended completion date") by notice in writing to the Purchaser for a period of up to 180 days to enable the Vendor to either grant vacant possession or otherwise complete the contract as the case may be. The Vendor may in writing amend the extended completion date to an earlier date by providing no less than seven days notice in writing of the earlier date to the Purchaser.

If the Vendor extends the completion date in accordance with subclause ii above and the Vendor is still not in a position to complete the contract or grant vacant possession as the case may be as at the extended completion date or such later time as the parties in writing may agree then either party may rescind the contract by notice in writing the other whereupon the provisions of clause 19 shall apply.

**53** In the event that this contract is exchanged subject to the provisions of section 66S then the Vendor retains the right to extend the completion date by the amount of days, or any part thereof, which have expired under the cooling off period or to elect to retain the completion date as incorporated in the contract . The Vendor will make this election in writing within seven days of the expiration of the cooling off period. This condition is an essential term of this contract.

**54** It is an essential condition of this agreement that the Purchaser must not register any caveat on the Property and the Purchaser acknowledges that a breach of this condition will entitle the Vendor to terminate this agreement and to retain the deposit.

**55** The Purchaser warrants that:-

**i** The Purchaser is ordinarily a resident in Australia within the provisions of the Foreign Takeovers Act, 1975 (Commonwealth) ('The Act')

**ii** That the provisions of The Act requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.

In the event of there being a breach of this warranty whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty fine or legal costs on a Solicitor/client basis which may be incurred by the Vendor as a consequence thereof. This warranty and

indemnity shall not merge on completion.

**56** The Purchaser acknowledges that the Vendor has entered into this contract upon the Purchaser's warranty that:-

**i** The Purchaser does not require credit in order to pay for the Property .

**ii** If the purchaser requires credit in order to pay for the property the purchaser has obtained such credit on reasonable terms prior to the date of this contract.

**iii** The purchaser shall not have any right to terminate his contract by virtue of any non-availability of credit.

**57.1** Where the purchaser is a Corporation the following applies :-

**a** In consideration of the Vendor entering this contract at the Guarantor's request, the officers or persons who sign this contract on behalf of the Purchaser company or who attest the seal of the Purchaser company on this contract and each director of the purchaser as at the date of this contract (the Guarantor) hereby covenant to:-

**i** unconditionally and irrevocably guarantees to the Vendor:

**aa** the payment of all money payable by the Purchaser under this contract; and

**ab** the performance of all the Purchaser's other obligations under this contract.

**ii** The Guarantor:

**aa** indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this contract; and

**ab** must pay on demand any money due to the Vendor under this indemnity

**b** The Guarantor is jointly and separately liable with the purchaser to the vendor for:

**aa** the performance by the purchaser of its obligations under this contract; and

**ab** any damage incurred by the Vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

**c** The guarantor must pay to the vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

**d** If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

**e** The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

**aa** the granting of any time, waiver, covenant not to sue or other indulgence;

**ab** the release or discharge of any person;

**ac** an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;

**ad** any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this contract, a statute, a Court or otherwise;

**ae** payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

**af** the winding up of the Purchaser.

**f** The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

**g** This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

**h** This clause operates as a deed between the vendor and the guarantor.

**i** If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

**EXECUTED** as a Deed

**Signed Sealed and Delivered** by )
in the presence of: )

.....
Signature

.....
Signature of witness

.....
Signature

.....
Name of witness
(please print)

**58** If the Property is or is intended to be sold at auction:

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

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

**a** The principal's reserve price must be given in writing to the auctioneer before the auction commences.

**b** A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

**c** The highest bidder is the Purchaser, subject to any reserve price.

**d** In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

**e** The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

**f** A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

**g** A bid cannot be made or accepted after the fall of the hammer.

**h** As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

**58.2** The following conditions, in addition to those prescribed by clause 58.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

**a** All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

**b** One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

**c** When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

**58.3** The following conditions, in addition to those prescribed by clause 58.1, and 58.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a show are as executor or administrator :

**a** More than one Vendor bid may be made to purchase the 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 option, the auctioneer must announce that

bid to purchase the interest of another co-owner or the Purchaser 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 the co-owner executor or administrator.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

---

**Possession & 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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. 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**

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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 land value for land tax purposes for the current year?

**Survey & Building**

12. 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.
13. 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.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* 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) 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?

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(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.

15. 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?

16. 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?

17. (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**

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

19. 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?

20. 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?

21. (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?

22. 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**

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

**Requisitions & Transfer**

24. 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.

25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

26. The purchaser reserves the right to make further requisitions prior to completion.

27. 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.

InfoTrack
An Approved LPI NSW
Information Broker

# Title Search

InfoTrack

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 10/5964

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 3/10/2016 | 9:40 AM | 3 | 24/2/2004 |

LAND

LOT 10 IN DEPOSITED PLAN 5964
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP5964

FIRST SCHEDULE

EVARISTO DIAS
ILDA DA CONCEICAO REIS
AS JOINT TENANTS (T 9885128)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



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

InfoTrack
Your Searching Partner.

DP 5964 (E) 5964 (C)

9.11.10

Var 5° 30

→M-MARRICKVILLE←

PLAN

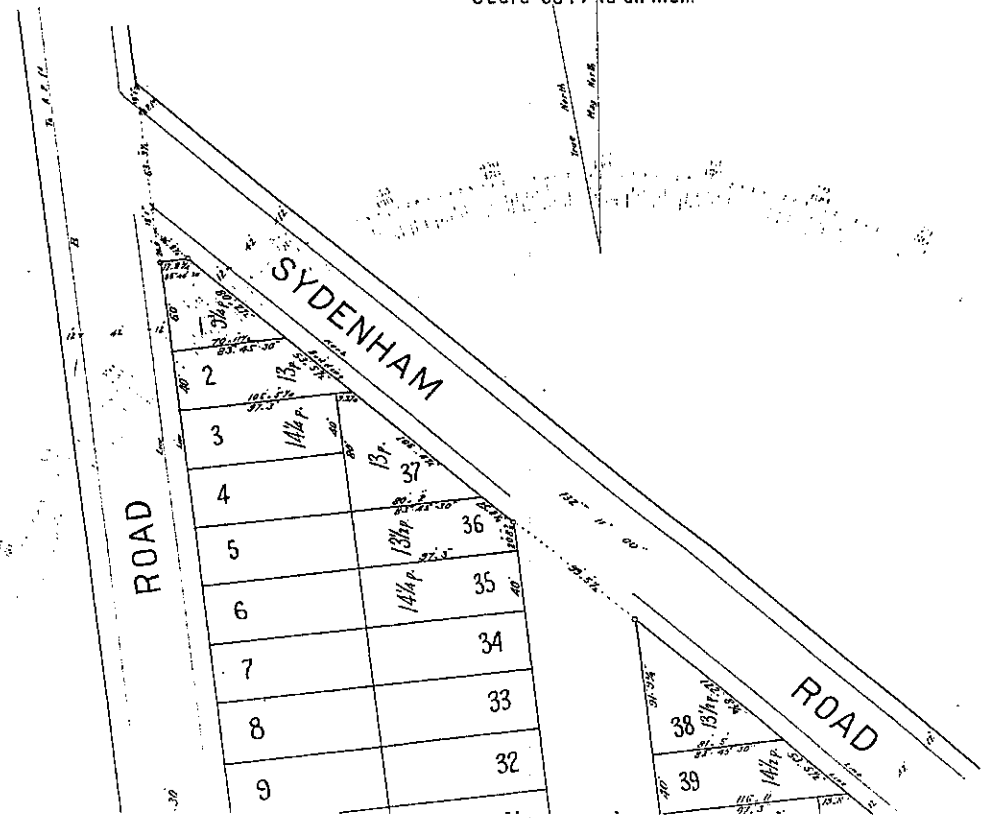
# BRERETONS ESTATE

Being a subdivision of the land comprised in Certificate of Title Vol. 2050; Fol 19.

Municipality of Marrickville.

*Parish of Petersham* *County of Cumberland*

Scale 60 ft to an Inch.




CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 5964

| FEET | INCHES | METRES |
|---|---|---|
| 7 | - | 2.135 |
| 8 | - | 2.44 |
| 9 | 2 1/4 | 2.8 |
| 9 | 11 5/8 | 3.04 |
| 12 | - | 3.66 |
| 17 | 8 3/4 | 5.405 |
| 18 | - | 5.485 |
| 18 | 1 | 5.51 |
| 19 | 8 | 5.995 |
| 20 | - | 6.095 |
| 20 | 1 1/2 | 6.135 |
| 20 | 2 | 6.148 |
| 20 | 8 3/4 | 6.32 |
| 22 | 3 3/4 | 6.8 |
| 23 | 8 1/4 | 7.22 |
| 24 | - | 7.315 |
| 25 | 8 3/4 | 7.84 |
| 26 | 8 3/4 | 8.145 |
| 34 | - | 10.365 |
| 34 | 6 | 10.515 |
| 40 | - | 12.19 |
| 42 | - | 12.8 |
| 46 | 9 1/2 | 14.26 |
| 52 | 1 1/4 | 15.88 |
| 53 | 5 1/2 | 16.295 |
| 59 | 8 1/4 | 18.195 |
| 60 | - | 18.29 |
| 63 | 3 1/2 | 19.29 |
| 64 | 2 1/2 | 19.57 |
| 66 | - | 20.115 |
| 70 | 11 1/2 | 21.63 |
| 80 | - | 24.385 |
| 80 | 2 | 24.435 |
| 80 | 2 1/2 | 24.445 |
| 81 | 5 | 24.815 |
| 90 | 7 1/2 | 27.62 |
| 91 | 9 3/4 | 27.985 |
| 97 | 3 | 29.64 |
| 98 | - | 29.87 |
| 98 | 1 | 29.895 |
| 99 | 3 3/4 | 30.27 |
| 99 | 5 1/2 | 30.315 |
| 99 | 9 1/4 | 30.41 |
| 100 | 7 3/4 | 30.675 |
| 101 | 6 | 30.935 |
| 102 | 4 1/2 | 31.205 |
| 103 | 3 | 31.47 |
| 104 | 1 1/2 | 31.735 |
| 105 | - | 32.005 |
| 105 | 10 1/2 | 32.27 |
| 106 | 5 1/4 | 32.44 |
| 106 | 11 1/4 | 32.595 |
| 116 | 11 | 35.635 |
| 122 | 8 3/4 | 37.41 |
| 196 | - | 59.74 |

| AC | RO | P | SQ M |
|---|---|---|---|
| - | - | 9 3/4 | 246.6 |
| - | - | 13 | 328.8 |
| - | - | 13 1/4 | 335.1 |
| - | - | 13 1/2 | 341.5 |
| - | - | 14 1/4 | 360.4 |
| - | - | 14 1/2 | 366.7 |
| - | - | 14 3/4 | 373.1 |
| - | - | 15 | 379.4 |
| - | - | 15 1/4 | 385.7 |
| - | - | 16 | 404.7 |
| - | - | 16 1/4 | 411 |
| - | - | 19 1/4 | 486.9 |
| - | - | 20 3/4 | 524.8 |

Req:R509696 /Doc:DP 0005964 P /Rev:11-Apr-1995 /Sts:OK.OK /Pgs:ALL /Prt:03-Oct-2016 09:42 /Seq:1 of 2
Ref:dias /Src:M




DECLARATION.

I William, Henry, Howard, of 90 Pitt St Sydney, Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on this Plan are correct for the purposes of the said Act, and that the said Plan and the survey of the land to which the same relates, have been prepared and made by me or under my immediate supervision and I make this solemn declaration conscientiously believing the same, to be true, and by virtue of the provisions of the Oaths Act 1900

Subscribed and declared before me at Sydney this 1st day of November A.D. 1910

Wm. H. Howard
Licensed Surveyor

James Smithers J.P.

Date of Survey October 1910.

DP 5964 (E)

This is a plan of the Sub-division approved by Council 12th Septr 10
William H Osgood Mayor
7th November 10. Henry L Thorne Town Clerk

Assumed Magnetic Variation 5°30' East
Azimuth taken from Line A.B.

Req:R509696 /Doc:DP 0005964 P /Rev:11-Apr-1995 /Sts:OK.OK /Pgs:ALL /Prt:03-Oct-2016 09:42 /Seq:2 of 2
Ref:dias /Src:M

NSW GOVERNMENT | Office of State Revenue

| | |
|---|---|
| Enquiry ID | 2534797 |
| Agent ID | 81429403 |
| Issue Date | 03 Oct 2016 |
| Correspondence ID | 1640698658 |
| Your reference | dias |

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 the Office of State Revenue.

| Land ID | Land address | Taxable land value |
|---|---|---|
| D5964/10 | 98 LIVINGSTONE RD MARRICKVILLE 2204 | EXEMPT |

There is **no land tax** charged on the land up to and including the 2016 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

# INNER WEST COUNCIL

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

Cert. No.: ePC201601851
Page No: 1 of 13
Date: 05/10/2016

**APPLICANT**
NEWTOWN SOLICITORS
5 Stanmore Rd
Enmore NSW 2042
sjn@newtownsolicitors.com.au

**PROPERTY**
**98 Livingstone Road**
**MARRICKVILLE NSW 2204**
**Lot 10 DP 5964**

**PROPERTY NO.**
14765

**REFERENCE**

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

**ITEM 1**

**Names of relevant planning instruments and DCPs**

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

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

- Marrickville Local Environmental Plan 2011
- S.E.P.P. No. 19 Bushland in Urban Areas
- S.E.P.P. No. 21 Caravan Parks
- S.E.P.P. No. 30 Intensive Agriculture
- S.E.P.P. No. 32 Urban Consolidation (Redevelopment of Urban Land)
- S.E.P.P. No. 33 Hazardous and Offensive Development
- S.E.P.P. No. 50 Canal Estate Development
- S.E.P.P. No. 55 Remediation of Land
- S.E.P.P. No. 62 Sustainable Aquaculture
- S.E.P.P. No. 64 Advertising and Signage
- S.E.P.P. No. 65 Design Quality of Residential Flat Development
- S.E.P.P. (Housing for Seniors or People with a Disability) 2004
- S.E.P.P. (Building Sustainability Index: BASIX) 2004
- S.E.P.P. (Major Development) 2005
- S.E.P.P. (Mining, Petroleum Production and Extractive Industries) 2007
- S.E.P.P. (Miscellaneous Consent Provisions) 2007
- S.E.P.P. (Infrastructure) 2007
- S.E.P.P. (Exempt and Complying Development Codes) 2008
- S.E.P.P. (Affordable Rental Housing) 2009

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

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

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

   - None

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

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

   - Marrickville Development Control Plan 2011

**ITEM 2**

**Zoning and land use under relevant LEPs**

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

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

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

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

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

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

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

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

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

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

R2 - Low Density Residential

**1 Objectives of zone**

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

•To provide for multi dwelling housing and residential flat buildings but only as part of the conversion of existing industrial and warehouse buildings.

•To provide for office premises but only as part of the conversion of existing industrial and warehouse buildings or in existing buildings designed and constructed for commercial purposes.

•To provide for retail premises in existing buildings designed and constructed for commercial purposes.

•To provide for office premises and retail premises in existing buildings designed and constructed for commercial purposes.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

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

**Item 2 (e) – Minimum land dimensions**

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

**Item 2 (f) – Critical habitat**

The land DOES NOT include or comprise critical habitat.

**Item 2 (g) – Conservation Area**

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

**Item 2 (h) – Heritage Item**

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

**ITEM 2A**

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

To the extent that the land is within any zone (however described) under:
(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* **(the 2006 SEPP)**, or
(b) a Precinct Plan (within the meaning of the 2006 SEPP), or
(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,
the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

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

**ITEM 3**

**Complying development**

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

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

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

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

**General Housing Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

**Housing Alterations Code**

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

**General Development Code**

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

**Commercial and Industrial Alterations Code**

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**ITEM 4**

**Coastal protection**

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

No.

**ITEM 4A**

**Certain information relating to beaches and coasts**

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

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

(2) In relation to a coastal council:

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

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

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

Not Applicable

**ITEM 4B**

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

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

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

**ITEM 5**

**Mine subsidence**

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

No.

**ITEM 6**

**Road widening and road realignment**

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

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

**ITEM 7**

**Council and other public authority policies on hazard risk restrictions**

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

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

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

  (a) which is affected by contamination;
  (b) which has been used for certain purposes;
  (c) in respect of which there is not sufficient information about contamination;
  (d) which is proposed to be used for certain purposes;

(e) in other circumstances contained in the development control plan and policy;

and in some cases may restrict the development of land.

- The land IS identified as being subject to acid sulfate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011. Development on land that is subject to acid sulphate soil risk requires development consent and the preparation of an acid sulphate soils management plan subject to a preliminary assessment of the proposed works prepared in accordance with the Acid Sulfate Soils Manual. Development consent is not required where the works involve the disturbance of less than 1 tonne of soil or are not likely to lower the watertable.

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

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

**ITEM 7A**

**Flood related development controls information**

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

Yes

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

Yes

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

**ITEM 8**

**Land reserved for acquisition**

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

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

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

**ITEM 9**

**Contributions plans**

The name of each contributions plan applying to the land.

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

**ITEM 9A**

**Biodiversity certified land**

If the land is biodiversity certified land (within the meaning of *Part 7AA of the Threatened Species Conservation Act 1995*) a statement to that effect.

The land IS NOT biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

**ITEM 10**

**Biobanking agreements**

If the land is land to which a biobanking agreement under *Part 7A of the Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land IS NOT land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates.

**ITEM 11**

**Bush fire prone land**

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

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

The land IS NOT bush fire prone land.

**ITEM 12**

**Property vegetation plans**

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

No.

**ITEM 13**

**Orders under Trees (Disputes Between Neighbours) Act 2006**

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

No.

**ITEM 14**

**Directions under Part 3A**

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

No.

**ITEM 15**

**Site compatibility certificates and conditions for seniors housing**

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

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

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

**Item 15(a)**

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

**Item 15(b)**

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

**ITEM 16**

**Site compatibility certificate for Infrastructure**

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

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

## ITEM 17

**Site compatibility certificate and conditions affecting affordable rental housing**

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

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

**Item 17(1)**

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

**Item 17(2)**

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

## ITEM 18

**Paper subdivision information**

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

Nil.

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

Not applicable.

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

Not Applicable.

**ITEM 19**

**Site verification certificates**

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

a) the matter certified by the certificate, and

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

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

Not applicable.

**ITEM 20**

**Loose-fill asbestos insulation**

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

No.

**OTHER ITEMS (i)**

**Section 23 exemption or Section 24 authorisation**

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

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

**OTHER ITEMS (ii)**

**Matters arising under the Contaminated Land Management Act 1997**

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

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

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

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**MARCUS ROWAN**
**MANAGER, PLANNING SERVICES**

Application No. 9481749 Created on 3/10/2016 18:05:11

# DIAGRAM OF SANITARY DRAINAGE

Municipality of Bankstown SEWER AVAILABLE Diagram No. 464510

**SYMBOLS AND ABBREVIATIONS**

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

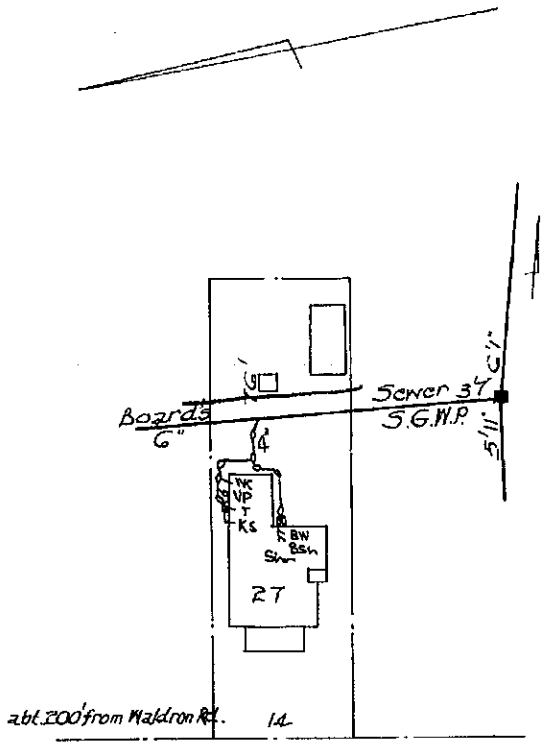
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

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

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

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

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




SHEET No. 5931

19
FOR ENGINEER-IN-CHIEF

| OFFICE USE ONLY | | | | | | | |
|---|---|---|---|---|---|---|---|
| W.C | Designed by | DATE | Inspector | FIRST VISIT | SUPERV'SN | PASSED | DATE |
| Bth | | / / | | / / | / / | | |
| Shr | Inspector | | Date | Inspector | | | / / |
| Bsn | Examined by | | Outfall HL LL | Checked | | | / / |
| K.S | | / / | | 955 502 | | | |
| T | Chief Inspector | | Drainer | | | | |
| Plg | | | Boundary Trap is not required. | | | | |
| Dge.Int. | | | | | | | |
| Dge.Ext | DESIGN | | | | | | |

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

## WARNING—
## SWIMMING POOLS

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

## 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.**

## 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.**

## COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

3. **There is NO COOLING OFF PERIOD:**
   - (a) **if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
   - (b) **if the property is sold by public auction, or**
   - (c) **if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
   - (d) **if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

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

08 Lindsay St MARRICKVILLE NSW 2204

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## WARNINGS

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

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

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

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

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

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

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

6. The purchaser will usually have to pay stamp duty 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 $2 million or more, 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.

## DISPUTES

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

## AUCTIONS

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

28 LIVINGSTONE RD MARRICKVILLE NSW 2204

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

**2 Deposit and other payments before completion**

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

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

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

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

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

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

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

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

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

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**3 Deposit-bond**

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

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

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

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

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

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

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

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

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

**4 Transfer**

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

4.1.1 the form of transfer; and

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

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

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

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

**5 Requisitions**

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

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

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

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

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

**6 Error or misdescription**

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

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

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

**7 Claims by purchaser**

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

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

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

98 LIVINGSTONE MARRICKVILLE NSW 2204

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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; 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.

**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

98 Living Room Pty Ltd NSW 2021

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10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act.*

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, pay an expense of another party or pay an amount 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 amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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

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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.

## 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 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 adjust 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.

99 Liverpool Rd Ryde NSW 2112

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

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

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

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

- **Purchaser**

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

16.7.1 the price less:

- any deposit paid;
- if clause 31 applies, the *remittance amount*; and
- any amount payable by the vendor to the purchaser under this contract; and

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

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

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

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

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

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

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

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

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

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

## 17 Possession

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

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

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

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

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

## 18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

98 LIVERPOOL PROPERTY LTD NSW 2204

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**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 fax to the *party's solicitor*, unless it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

**21 Time limits in these provisions**

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

098 Insight Property Sale NSW 2204

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**23 Strata or community title**

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 –

'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;

'common property' includes association property for the scheme or any higher scheme;

'contribution' includes an amount payable under a by-law;

'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;

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

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

'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 sinking 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.

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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;

23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and

23.6.3 the purchaser is liable for all other contributions levied 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.

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

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

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

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

23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

98 Livingstone Ave PYRMBLE NSW 2073

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23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
23.17 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.
23.18 If a general meeting of the owners corporation is convened before completion –
23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

24.4 If the *property* is subject to a tenancy on completion –
24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

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

**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.

98 Livingstone Parade Warrnambool VIC 3280

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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) is restricted title land (land that cannot be transferred without consent under *legislation*).

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

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

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

**28 Unregistered plan**

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

99 LINCOLN ST MARRICKVILLE NSW 2204

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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 a proposed *electronic transaction*; and

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

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

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

30.3.1 each *party* must –

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

associated with the agreement under clause 30.1; and

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

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

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

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

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

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

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

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

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

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

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

30.5.1 create an *Electronic Workspace*;

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

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

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

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.

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

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

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

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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

| | |
|---|---|
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *certificate of title* | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| *completion time* | the time of day on the date for completion when the *electronic transaction* is to be settled; |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;* |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price; |
| *mortgagee details* | the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion; |
| *participation rules* | the participation rules as determined by the *ENCL;* |
| *populate* | to complete data fields in the *Electronic Workspace*; and |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.* |

## 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;

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

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

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

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

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

31.5 If the vendor *serves* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

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