

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	MyProperty Epping 111G Midson Road Epping, NSW 2121	<b>phone:</b> 02 9868 4888 <b>email:</b> peter@mypropertyepping.com.au <b>ref:</b> Peter Horozakis - 0402 870 202
<b>co-agent</b>		
<b>vendor</b>	David Sonnabend ATF David Sonnabend Family Testamentary Trust & Leah Port ATF Leah Port Family Testamentary Trust	
<b>vendor's solicitor</b>	Sydney Wide Legal Level 1, 13 Morts Rd Mortdale NSW 2223	<b>phone:</b> 02 9585 9949 <b>email:</b> george@sydneywidelegal.com.au <b>ref:</b> GA:25/2498
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	2 BARRIE ST EAST KILLARA NSW 2071 Lot 11 DEPOSITED PLAN 23139 Folio Identifier 11/23139	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Smoke Alarm
<b>exclusions</b>	
<b>purchaser</b>	
<b>purchaser's solicitor</b>	
<b>price</b>	
<b>deposit</b>	
<b>balance</b>	_____ (10% of the price, unless otherwise stated)
<b>contract date</b>	_____ (if not stated, the date this contract was made)

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

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

**buyer's agent**

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>David Sonnabend _____</p> <p>Vendor</p>  <p>Leah Port _____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____ Purchaser</p>  <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
---	--

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

- 1.1 In this contract, these terms (in any form) mean –
- |                               |   |
|-------------------------------|---|
| <i>adjustment date</i>        | the earlier of the giving of possession to the purchaser or completion;   |
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;  |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                 | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i>  | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>completion time</i>        | the time of day at which completion is to occur;  |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;  |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>   |
| <i>depositholder</i>          | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;   |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;                         |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;  |
| <i>normally</i>               | subject to any other provision of this contract;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>party</i>                  | each of the vendor and the purchaser;   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;  |

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 • either *party* *serving* notice of the event happening;  
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

2 BARRIE ST EAST KILLARA NSW 2071

SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF CONTRACT FOR  
THE SALE AND PURCHASE OF LAND BETWEEN

(VENDOR)

AND

(PURCHASER)

DATED THE

DAY OF

202

---

**33. SEVERABILITY**

33.1 Each clause and sub-clause of the provisions of this contract shall be severable from each other clause and sub-clause and in the circumstance that for any reason any clause or sub-clause is invalid or unenforceable it shall not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.

33.2 In the event of any conflict between these further provisions and those contained in the printed provisions of the contract, these further provisions shall prevail.

**34. AMENDMENTS TO THE PRINTED PROVISIONS**

34.1 The printed provisions of this contract are amended as follows:

a) Delete clause 2.6;

b) Delete clause 2.7;

c) Delete clause 2.9;

d) Delete clause 4.2.1 and clause 4.2.2 and replace with "The Purchaser is to bear the Vendor's disbursements and/ or fees in conducting a manual transaction with such adjustment to be made on settlement."

e) In clause 4.5, delete "must within 7 days of the contract date";

f) Delete clause 6.2;

g) Substitute "5%" in clause 7.1.1 with "2%";

h) Substitute "14 days" in clause 7.1.3 with "7 days";

i) Substitute "10%" in clause 7.2.1 with "1%";

- j) Delete in clause 7.2.4 the words “and the costs of the purchaser”;
- k) Add the words at the end of clause 7.2.6 “and the money and interest held by the Depositholder must be paid to the Vendor”;
- l) Delete the words “on reasonable grounds” in clause 8.1.1 and delete the words “and those grounds” in clause 8.1.2;
- m) Delete clause 8.2.2;
- n) Add the words “or delays completion” after the word “terminate” in clause 10.1;
- o) In clauses 10.1.8 and 10.1.9 replace “substance” and “disclosed” with “existence” and “noted” respectively;
- p) Delete “Normally” in clause 11.1 and add the words “of which it has actual notice”;
- q) Delete clause 11.2;
- r) Delete clause 13.13;
- s) In clause 14.2.1, replace “2 business days” with “5 business days”;
- t) Delete clause 14.2.2;
- u) Delete clause 14.4.2;
- v) Delete the words “but is disclosed in this contract” from clause 23.5.2;
- w) Delete clause 23.6.1;
- x) Delete clause 23.6.2 and replace with “the purchaser is solely liable for it if levied and or payable on or after the Contract date”;
- y) Delete clause 23.7;
- z) Delete clause 23.9;

aa) Delete clause 23.13 and replace the following:

“The Purchaser must serve upon the Vendor at least, 7 days before the date of completion, an information certificate in relation to the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.”

bb) Delete clause 23.14;

cc) Delete clause 23.17;

dd) Delete 24.1.1 and 24.1.2 and replace with the following:

24.1.1 no adjustment of the unpaid amount will be made under clause 14.2, on as if it were paid basis;

24.1.2 if the Vendor furnishes the Purchaser with a statement of the amount unpaid as at the adjustment date, the Purchaser (as the Vendor's agent) must immediately demand that the tenant pay that amount;

24.1.3 the Purchaser must immediately account to the Vendor for any amount received from the tenant under that demand and shall apply any money received first to the Vendor for the amount payable to the Vendor.

24.1.4 if the amount is not then paid by the tenant, the Vendor authorises the Purchaser (in the name of the Purchaser and at the expense of the Purchaser) to take all steps and institute all proceedings necessary for recovery of the amount and the Purchaser must do everything reasonably required by the Vendor for the prosecution of any such proceedings against the tenant.

ee) Delete clause 24.3.3;

ff) Delete in clause 24.4.3 “at least 2 business days before the date for completion”;

gg) Add clause 24.4.6:

“Notwithstanding any provisions in this contract the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or delay completion in the event that the tenant breaches the lease and or vacates the property prior to completion and or does not occupy the property at the date of completion.”;

hh) Add the words at the end of clause 25.8 “if the Vendor has possession of such document of title”;

ii) Add the words at the end of clause 30.2:

“and if served later than the provided period, the Purchaser must pay the sum of \$150.00 plus GST payable on demand or on completion by way of a Bank or Trust Account cheque in favour of the Vendor's solicitor to cover the costs of the urgent processing of the Transfer by the Vendor.”;

jj) Delete the words “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee” in clause 30.7;

kk) Delete clause 30.11;

and

ll) Delete clause 31.2.

## 35. **SERVICE OF NOTICES**

35.1. In addition to the provisions herein, a notice or document shall be sufficiently served on a party for the purposes of this contract if the notice or document is sent by email or facsimile transmission to that party or the solicitor for that party and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where

a) the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made;

and / or

b) the time of dispatch is not before 17:00 hours (local time at the place of receipt) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at 09:00 hours on the next business day in that place.

## 36. **LIQUIDATION**

36.1 Should either party:

a) If an individual:

i. Commits an Act of Bankruptcy;

ii. Becomes a Bankrupt; or

iii. If prior to completion shall die or become of unsound mind.

b) If a company:

i. Goes into liquidation;

ii. Has a petition for its winding up presented or entered;

iii. Enters into any scheme of arrangements with its creditors; or

iv. Any liquidator, receiver or official manager be appointed to manage its affairs.

then either party may rescind this contract by giving notice in writing to the other party or its solicitors within 14 days of receipt of a notice of the first party’s circumstances as outlined, in which event, clause 19 shall apply.

## 37. **FIRB**

37.1 The purchaser warrants to the vendor that it does not require the approval of the Foreign Investment Review Board or the Treasury of Australia for this purchase or that if such approval is required, it has been obtained prior to the date thereof.

- 37.2 In the event that there is a breach of this warrant by the purchaser, the purchaser will indemnify and compensate the vendor in respect of any liability, loss, damage, penalty, fine, expense or legal costs which may be incurred or suffered by the vendor as a consequence of the breach.
- 37.3 This warranty shall not merge on completion.

### **38. WARRANTIES AND REPRESENTATIONS NEGATIVED**

- 38.1 The parties acknowledge that the provisions set out in this contract contain the entire agreement as concluded between the parties as at the date hereof notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof by the vendor or on behalf of the vendor.
- 38.2 Subject to the provisions implied herein by the Conveyancing (Sale of Land) Regulations 2005 and Section 52A (2)(b) of the Conveyancing Act 1919 the Purchaser expressly acknowledges that it has not been induced to enter into this contract by any warranty, statement or representation made or given by the vendor or on behalf of the vendor which is not set out in the body of this contract or the Schedules or Annexures hereto.
- 38.3 The purchaser expressly acknowledges it has inspected the property, the improvements erected, thereon, utilities connected/ attached to it and the furnishings and chattels (if any) included in this sale and has made its own investigations and enquiries in respect thereof and accepts them in their present position, condition, construction and state of repair, infestations, dilapidations, including any defects whether latent or patent and including any contamination by any hazardous substances.
- 38.4 The purchaser acknowledges that they are purchasing the property in its present condition and state of repair; subject to all defects, latent and patent, including any contamination by any hazardous substances; subject to any infestations and dilapidation; subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; subject to any non-approved structures on the land; subject to any government insulation installations and subject to any non-compliance with the local government act or any ordinance under that act in respect of any building on the land.
- 38.5 The vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.
- 38.6 The purchaser shall not be entitled to make any objection, requisition, claim for compensation, in respect of the matters, raised in this further clause 38 and not be entitled to rescind or delay this contract for any reason related thereto. The purchaser further acknowledges and warrants that it has understood the extent of this prohibition and that it has been advised by its solicitor on the clauses of the contract. The vendor has relied on the purchaser's acknowledgement and warranty herein, in entering into this contract with the purchaser.

### **39. DISCLOSURE**

- 39.1 Subject to the provisions herein, the Conveyancing (Sale of Land) Regulation 2005 and Section 52A of the Conveyancing Act 1919 the purchaser shall not make any objection, requisition, claim for compensation in relation to any interest or matter the existence of which is noted on or discoverable from (as at the date hereof) any annexure hereto or the plan of subdivision incorporating the property or the Certificate

of Title for the property and if the property is a lot in a strata plan the Certificate of Title for the Common Property.

39.2 The vendor specifically discloses that it is not the author or the issuing authority of the documents listed below and gives no warranty that the documents are current and or that they reflect the current nature of the property with accuracy and precision:

- Council Certificates;
- Sewerage Service Diagram;
- Sewer Service Location Diagram;
- Survey Report (if attached to contract);
- Building Inspection Report (if attached to contract); and
- Pest Inspection Report (if attached to contract);

The purchaser shall not make any objection, requisition or claim for compensation or damages or rescind the contract arising from any inaccuracy or lack of precision in the documents.

#### 40. **CHARGES**

The vendor shall not be obliged to remove any charge on the property until the date of completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property.

#### 41. **PARTICULARS OF TITLE**

The purchaser acknowledges that the particulars of title disclosed in this contract so far as they relate to land under the Real Property Act, 1900 are sufficient to enable the purchaser to prepare the appropriate assurance of or relating to the property and the purchaser shall not request the vendor to provide any further particulars of title.

#### 42. **DEALINGS**

If at the date of completion there is lodged for registration but not yet registered or there is noted on any Certificate of Title in respect of the property or any part thereof any mortgage, writ or caveat which affects the vendor's ability to comply with its obligations pursuant to this contract, the purchaser will if so required by the vendor accept a discharge or withdrawal thereof on completion, provided that such discharge of mortgage or withdrawal of writ or caveat is duly executed and in registrable form and the registration fees payable thereon are allowed by the vendor to the purchaser.

#### 43. **COMPLETION**

43.1. Completion shall take place forty two (42) days after the date of this contract (such date being herein referred to as "the Completion Date").

43.2 If completion shall not have taken place on or before the Completion Date, then either party may serve on the other a notice in writing specifying a date for completion not

less than 14 days from and including the date of service of the notice, and in respect of any date for completion so specified, time shall be deemed to be of the essence.

- 43.3 Each party agrees that 14 days prior notice is reasonable and sufficient time to render the time for completion essential.
- 43.4 Should the vendor serve a notice to complete, the purchaser will be liable for a fee of \$350.00 plus GST to the vendor payable on demand or on settlement by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the cost for the such issue of such notice.
- 43.5 Notwithstanding any other terms of this clause, where the parties' solicitors have agreed on and scheduled a time for settlement and the purchaser cancels the scheduled settlement time or reschedules same, the purchaser will be liable for a fee of \$200 plus GST to the vendor payable on demand or on settlement by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the cost for rescheduling.

44. **INTEREST**

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the purchaser shall pay the vendor on completion in addition to the balance of purchase monies and any other monies payable to the vendor, interest on the balance of purchase monies calculated at the rate of ten per cent (10%) per annum computed at a daily rate from the day immediately after the due completion date up to and including the actual date which completion takes place. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the non-receipt of the purchase money and liability for rates and outgoings. The vendor is not obliged to complete this contract unless the amount payable under this clause is tendered.

45. **DEPOSIT GUARANTEE**

- a) This further clause applies only if the purchaser with the consent of the vendor, has paid the Deposit by way of Deposit Guarantee.
- b) Subject to the balance of this further clause the delivery of the Deposit Guarantee on or before the date of this contract, to the person nominated in this contract as Deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this contract to be payment of the Deposit in accordance with this contract.
- c) Any request to pay the deposit by way of Deposit Guarantee must be made to and received the Agent or solicitor at the time agreement is reached for the purchase of the property. The purchaser must ensure that this written approval is obtained from the vendor or vendor's solicitor before purchasing any Deposit Guarantee. The vendor reserves the right to refuse to accept a Deposit Guarantee from any purchaser even if the offered Deposit Guarantee complies with the requirement of this contract.
- d) Unless otherwise agreed by the vendor, the Deposit Guarantee must be issued at the request of at least one of the parties named in this contract as the purchaser.
- e) The purchaser must pay the amount stipulated in the Deposit Guarantee to the vendor by unendorsed Bank Cheque on completion of this contract or at such other time as this contract may require the Deposit to be paid to the vendor in ready available funds.

- f) If the vendor serves on the purchaser a notice in writing claiming the forfeit of the Deposit to the vendor, then to the extent that the amount has not already been paid by the issuer of the Deposit Guarantee, the purchaser must immediately pay the Deposit or balance of the Deposit owing to the vendor.
- g) The vendor acknowledges that payment by the issuer of the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the Deposit under the contract.
- h) The Deposit Guarantee must remain valid until the earlier of completion or the Sunset Date (if applicable). If for any reason the Deposit Guarantee is not valid or ceases to be valid the vendor may serve a notice in writing on the purchaser requiring the Deposit to be paid in a manner that is satisfactory to the vendor and the purchaser must deliver to the vendor a valid Deposit within 48 hours of the date of the notice.

#### **46. DEPOSIT**

The purchaser acknowledges and irrevocably authorises the Depositholder to release the deposit or such amount of the deposit as is required by the vendor for the use as a deposit to be placed by the vendor for the purchase of a real estate property; and/ or for the payment of stamp duty in relation to that purchase; and/ or as a deposit for alternative accommodation, included but not limited to entry to a Retirement Village or Nursing Home; and/or as a payment for any land tax in order to provide a clear land tax certificate for the property.

#### **47. PAYMENT OF DEPOSIT**

47.1 If the vendor accepts payment of the 10% deposit by way of instalments at the date hereof the balance of the deposit is payable as follows:

47.1.1 on completion; or

47.1.2 on demand upon the default of the purchaser, the occurrence of such default shall be determined at the absolute discretion of the vendor, and if no demand is made until the date of completion, then on completion.

47.2 The purchaser acknowledges that the vendor has agreed to accept payment of the deposit by way of instalments, for the sole benefit of the purchaser. In the event that condition 46.1.2 is evoked, the purchaser acknowledges that the balance of the deposit payable by it as a consequence of its default, does not constitute a penalty under this contract, but it is the balance of the 10% deposit that the vendor may have insisted on to be paid in full on exchange of this contract.

#### **48. INVESTMENT OF DEPOSIT**

The parties authorise the Deposit holder to invest the deposit in an interest bearing trust account and any interest earned or accrued on the deposit (less costs, duties, fees incurred in connection therewith) will be paid to the vendor unless this contract is lawfully terminated or rescinded by the purchaser in which case it will be paid or refunded (as the case may be) to the purchaser.

#### **49. BUILDING CERTIFICATE**

49.1 The purchaser will not require the vendor to apply for or do anything including compliance with the requirement of the Local Council, towards obtaining a Building

Certificate and the purchaser acknowledges that this contract is not conditional on the issue of a Building Certificate.

- 49.2 The purchaser shall not make any objection, requisition or claim for compensation or damages or rescind the contract arising by reason of the non-issue of a Building Certificate or for the cost incurred in pursuance to the issue of a Building Certificate.

50. **SERVICES**

The purchaser is purchasing the property and shall take title thereto subject to existing or proposed services (if any). The purchaser hereby warrants that it has to its satisfaction made enquiries in respect of the following and shall not make any objection requisition or claim for compensation in respect of:

- a) The nature, location, availability or non-availability of any service;
- b) As to whether or not the property has the benefit of any rights or easements in respect of any service or mains pipes or connections for any service;
- c) If any underground or surface stormwater drain passes through or over the property or the parcel (if applicable);
- d) Any manhole or vent being on the property or the parcel (if applicable);
- e) Any rainwater down-pipe is connected to the sewer; or
- f) Any services are shared and/ or accommodate other properties other than the subject property.

51. **SALE AGENCY**

- 51.1 The purchaser warrants that he has not been introduced to the property or the vendor by any Real Estate Agent other than the Agent, if any, named in this contract as vendor's agent.

- 51.2 The purchaser shall, notwithstanding the completion of this sale, indemnify and keep indemnified the vendor and his estate and effects against any liability (for payment of commission or other monies) arising out of breach of the warranty in clause 50.1.

52. **CLAIMS OF COMPENSATION**

Notwithstanding clause 7 of this contract, the parties expressly agree that any claim for compensation shall be deemed to be a requisition for the purpose of clause 8 of this contract.

53. **SPECIAL LEVIES**

This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

- 53.1 Notwithstanding any other provisions of this Contract, the vendor and purchaser covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this Contract, the vendor is liable for it if it is payable before the date of the Contract and the purchaser is liable for it if it is payable on or after the date of the Contract. If it is payable by instalments, then the vendor is liable for all/any instalments payable prior to the date of this Contract and the purchaser is liable for all/any instalments payable on or after the date of the Contract.

53.2 The purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract.

54. **GUARANTEE**

The word “guarantor” in this contract means  
..... (Full Name) of  
..... (Address).

54.1 In consideration of the vendor entering into this Contract at the guarantor’s request, the guarantor guarantees to the vendor:

- a) Payment of all money payable by the purchaser under this Contract; and
- b) the performance of all of the purchaser’s other obligations under this Contract.

54.2 The guarantor:

- a) 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 his Contract; and
- b) must pay on demand any money due to the vendor under this indemnity.

54.3 The guarantor is jointly and separately liable with the purchaser to the vendor for:

- a) the performance by the purchaser of its obligations under this Contract; and
- b) 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 release, discharged or otherwise affected by:
  - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - (iv) 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;
  - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (vi) the winding up of the Purchaser;
  - (vii) This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the vendor and the guarantor.

D SEALED & DELIVERED BY )  
presence of: )

.....  
Signature of Guarantors

.....  
Signature of Witness  
Print Name of Guarantor

.....  
Name of Witness  
Date: .....

**55. CONDITIONS OF SALE OF LAND BY AUCTION**

These conditions replace "Auctions" on page 6 of the printed provisions of this contract.

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

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

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

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

55.2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

**56. CONTRACT- EXECUTION AND EXCHANGE NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE CONTRACT**

- 56.1 The parties agree and accept that this Contract and any other document related to the Contract can be executed electronically without affecting the validity of such execution.
- 56.2 The parties agree and accept that the contracts can be exchanged by way of email or facsimile without affecting the validity of such execution.
- 56.3 The parties agree and accept that this Contract can be executed physically or electronically with or without the presence of witness without affecting the validity of such execution.



FOLIO: 11/23139

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/3/2025	12:12 PM	1	27/5/2019

LAND

-----

LOT 11 IN DEPOSITED PLAN 23139  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP23139

FIRST SCHEDULE

-----

DAVID SONNABEND  
LEAH PORT  
AS TENANTS IN COMMON IN EQUAL SHARES (AD AP263861)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AP263860 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

0653138

Plan Form No. 2 (for Deposited Plan)

Municipality of Ku-ring-gai  
Shire of

F253895 30.6.50

PLAN DP 23139

This is the plan numbered & recorded as  
DEPOSITED PLAN No 23139  
on the 9th day of April 1951  
J. P. Wallis  
REGISTRAR GENERAL

of subdivision of Portion 286 (Ph.)  
Mark Foy's Killara 2nd. Subdivision

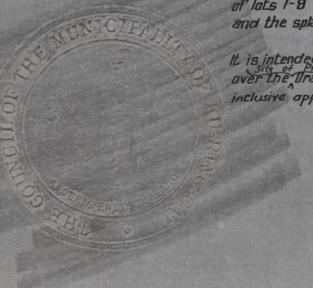
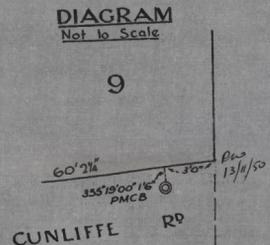
PARISH OF GORDON | COUNTY OF CUMBERLAND

Scale 60 Feet to an inch



Plan of Subdivision of the Land of the Council of the Municipality of Ku-ring-gai...  
The Common Seal of the Council of the Municipality of Ku-ring-gai was hereto affixed pursuant to the resolution of the 27th day of June 1950.  
[Signatures]

NOTES: It is intended to dedicate the strip 33 feet wide North of lots 1-8 together with the extension of CUNLIFFE RD. and the splayed corners of lot 1 to the public for Road Purposes.  
It is intended to create an Easement for Drainage Purposes over the Drainage Easement 6 Feet Wide within lots 8 to 16 inclusive appurtenant inclusive to Lots 1-16 inclusive  
p.w. 13/11/50



Mark Foy  
Mark Foy

I, Francis Philip Wallis of 12 O'Connell Street Sydney N.S.W. a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 (1) by me (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on 1st June 1950, and the reference marks have been placed as shown hereon.  
And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Approved by Council & Covered by Council Clerk's Certificate  
No. of Council Clerk.

Subscribed and declared before me at Sydney  
this 2nd day of June A.D. 1950

(Signature) J.P.  
Surveyor registered under the Surveyors Act, 1929.

Date of Survey June 1950

\*Strike out either (1) or (2). (Insert date of Survey)



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 23139

FEET	INCHES	METRES
-	3	0.076
-	4	0.102
1	6	0.457
1	7 1/4	0.489
2	-	0.610
3	-	0.914
6	-	1.829
7	-	2.134
15	-	4.572
16	2	4.928
19	2 1/2	5.855
20	-	6.096
23	5	7.137
24	10 1/4	7.576
24	10 1/2	7.582
25	8 1/2	7.836
27	-	8.230
27	8 1/2	8.446
30	11 1/2	9.436
33	-	10.058
33	9 3/4	10.306
35	8	10.871
37	3 1/2	11.367
41	7 1/4	12.681
46	10 1/4	14.281
50	-	15.240
60	-	18.288
60	2 1/4	18.345
60	3 3/4	18.383
61	2 1/2	18.656
66	-	20.117
66	0 3/4	20.136
66	2 1/4	20.174
67	1 1/2	20.460
67	7 1/2	20.612
70	4	21.438
72	-	21.946
73	9 1/4	22.485
80	-	24.384
81	11 3/4	24.987
86	0 3/4	26.232
87	-	26.518
90	-	27.432
92	-	28.042
94	3 1/4	28.734
94	4 1/2	28.766
95	7 3/4	29.153
109	8 3/4	33.445
113	10	34.696
116	2	35.408
118	5 1/2	36.106
121	10 1/2	37.148
131	9	40.157
133	11 1/2	40.831
139	1 1/2	42.405
146	8	44.704
146	10 1/4	44.761
149	6 1/4	45.574
150	-	45.720
157	4 1/2	47.968
158	7	48.336
163	2 3/4	49.752
166	0 3/4	50.616
167	10 1/2	51.168
328	4	100.076
610	2 1/2	185.992
618	3 1/2	188.455
667	1 1/2	203.340
950	-	289.560

AC RD P SQ M

-	-	3 3/4	94.8
-	-	33	834.7
-	-	33 1/2	847.3
-	-	34 3/4	878.9
-	-	35	885.2



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 23139 CONTINUED

AC	RD	P	SQ	M
-	-	35	1/2	897.9
-	-	36		910.5
-	-	36	1/2	923.2
-	-	36	3/4	929.5
-	-	37		935.8
-	-	37	1/2	948.5
-	-	37	3/4	954.8
-	-	37.78		955.6
-	-	38		961.1
-	-	38	1/4	967.5

Form: 12PV  
Release: 4-1

# APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE



## AP263860Y

New South Wales  
s111 Real Property Act 1900

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

(A) CERTIFICATE OF TITLE

11/23139

(B) LODGED BY

Document Collection Box  
**W**

Name, Address or DX, Telephone, and Customer Account Number if any  
Phoenix Legal  
PO Box 181 Double Bay NSW 1360  
0410590111

Reference: RZ 18943

CODE

**PV**

(C) REGISTERED PROPRIETOR

Amelia Sonnabend

(D) APPLICANT

David Sonnabend

(E) The certificate of title referred to above has been—

- mislaid
- destroyed
- stolen
- damaged or defaced.

(F) The applicant—

- is a private person who is a registered proprietor of the land in the certificate of title.
- is a corporation which is a registered proprietor of the land in the certificate of title.
- is a lending institution having a registered first mortgage over the land in the certificate of title.
- had custody of the certificate of title at the time it was mislaid, destroyed, etc. and is—
  - a lending institution not having a registered first mortgage over the land in the certificate of title.
  - a trustee institution.
  - a legal practitioner.
  - a licensed conveyancer.

[If other, specify]: An executor of the Estate of the Registered Proprietor

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

DATE **8 May 2019**

(G) I certify I am an eligible witness and that the applicant signed this dealing in my presence. [See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Signature of applicant:

Name of witness: Ronald Allen Zucker  
Address of witness: 29/420 George Street  
Sydney NSW 2000

Telephone Number of the Witness: 0410 590111

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

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**EU223394**

**6835-66**

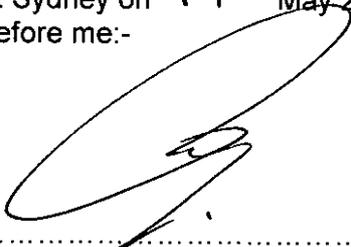
**STATUTORY DECLARATION**

We, David Sonnabend and Leah Port of C/- Unit 2, 589 New South Head Road Rose Bay NSW, solemnly and sincerely declare as follows.

- 1. We are the executors of the estate of our late mother, Amalia Sonnabend. Probate of the estate of the deceased was granted to us on 18 October 2018. A true copy of the grant of probate is **Annexure A**.
- 2. The late Amalia Sonnabend is the registered proprietor of the land known as 2 Barrie Street East Killara (**Property**) and comprised in folio identifier 11/23139. The current title for the Property is Certificate of Title Volume 6835 Folio 66 (**Title Deed**).
- 3. The Property formed part of the deceased's estate and is listed as item 3 in the inventory of property on page 2 of the grant of probate.
- 4. The deceased purchased the Property on 31 May 1988. On 12 December 1990, Lakos & Company, the solicitors who acted on the purchase of the Property, sent the Title Deed to the deceased. A true copy of the letter enclosing the Certificate of Title and sent by Lakos & Company is **Annexure B**.
- 5. The Property was never mortgaged by the deceased and the Title Deed is not held by any person or company as security for a loan or any other purpose. As far as we are aware, the deceased maintained possession of the Title Deed at all times.
- 6. The deceased has never been bankrupt or insolvent and did not assign her estate for the benefit of creditors.
- 7. After the deceased passed away, we conducted a thorough search of her home and records. We also made enquiries of the deceased's current and past solicitors and the real estate agent who managed the Property on her behalf. Despite those searches and enquiries, we were not able to locate the Title Deed. We assume it has been lost or irretrievably mislaid.
- 8. A recent rate notice for the Property issued by Ku-Ring-Gai Council is **Annexure C**.
- 9. We request that the Registrar General issue a new certificate of title for the Property in accordance with the attached application.

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  
at Sydney on 19 May 2019  
before me:-

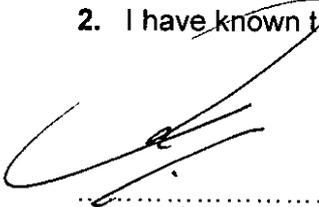
  
.....  
Solicitor

  
.....  
  
.....

**CERTIFICATE UNDER SECTION 34 (1) (C) OF OATHS ACT 1900**

I, Ronald Allen Zucker of 29/420 George Street Sydney, certify the following matters concerning the making of this declaration by the persons who made it:

1. I saw the face of the persons.
2. I have known the persons for at least 12 months.

  
.....  
19 May 2019

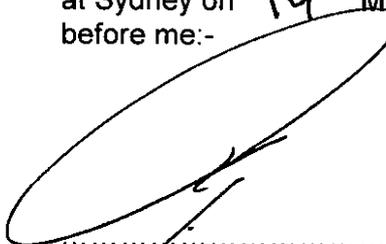
## STATUTORY DECLARATION

I, David Sonnabend of Unit 2, 589 New South Head Road Rose Bay NSW, Surgeon, solemnly and sincerely declare as follows.

1. I am the Applicant in the attached Application for a Replacement Certificate of Title (**Application**) filed with this declaration. A statutory declaration by myself and my sister Leah Port has been filed in support of the Application (**Application Declaration**).
2. Annexed to this declaration are true copies of the following identity documents (**Identity Documents**).
  - a) My passport PA80377766.
  - b) My drivers Licence 1433LX.
3. Both my passport and the drivers licence are in the name of *David Harry Sonnabend*. I variously use that full name and also the shortened form, *David Sonnabend*.
4. The *David Sonnabend* referred to in the Application and the grant of probate which is **Annexure A** to the Application Declaration is one and the same person as the *David Harry Sonnabend* referred to in the Identity Documents.

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  
at Sydney on 19 May 2019  
before me:-



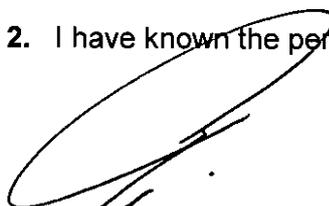
.....  
Solicitor

*David*  
.....

## CERTIFICATE UNDER SECTION 34 (1) (C) OF OATHS ACT 1900

I, Ronald Allen Zucker of 29/420 George Street Sydney, certify the following matters concerning the making of this declaration by the person who made it.

1. I saw the face of the person.
2. I have known the person for at least 12 months.



.....  
19 May 2019

# PLANNING

# CERTIFICATE

818 Pacific Highway, Gordon NSW 2072

Locked Bag 1006, Gordon NSW 2072

T 02 9424 0000 F 02 9424 0001

DX 8703 Gordon TTY 02 9424 0875

E [krg@krg.nsw.gov.au](mailto:krg@krg.nsw.gov.au)

W [www.krg.nsw.gov.au](http://www.krg.nsw.gov.au)

ABN 86 408 856 411



UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

## PROPERTY DETAILS

**Address:** 2 Barrie Street EAST KILLARA NSW 2071

**Lot Description:** Lot 11 DP 23139

## CERTIFICATE DETAILS

**Certificate No:** ePC1390/25

**Certificate Date:** 11/03/2025

**Certificate Type:** Section 10.7(2)

## APPLICANT DETAILS

**REF:** GA:25/2498

**Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000**

## BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

# THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

## MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 – ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.

### 1. Names of relevant planning instruments and development control plans

**(1) Which environmental planning instruments apply to the carrying out of development on this land?**

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

State Environmental Planning Policy (Sustainable Buildings) 2022.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

**(2) Which proposed environmental planning instruments apply to the carrying out of development on this land?** *(Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no proposed environmental planning instruments that apply to this land.

**(3) Which development control plans apply to the carrying out of development on this land?**

Ku-ring-gai Development Control Plan

*SPECIAL NOTE: A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.*

**(4) Which draft development control plans apply to the carrying out of development on this land?** *(Including draft development control plans that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no draft development control plans that apply to this land

### 2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)

**(a) What is the zoning of this property and the relevant environmental planning instrument?**

(i) Environmental Living

(ii) C4

under the provisions of Ku-ring-gai Local Environmental Plan 2015.

**(b) (i) What does not require development consent under the above environmental planning instrument?**

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

**(ii) What does require development consent under the above environmental planning instrument?**

Bed and breakfast accommodation; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Home industries; Local distribution premises; Recreation areas; Roads; Secondary dwellings.

**(iii) What is prohibited under the above environmental planning instrument?**

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item (b)(i) or (b)(ii).

**(iv) What is the proposed zoning of this property and the relevant proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(v) What does not require development consent under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(vi) What does require development consent under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(vii) What is prohibited under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(d) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?**

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.**

No.

**(f) Is the land in a conservation area?**

No.

***SPECIAL NOTE:** A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.*

**(g) Is an item of environmental heritage situated on the land?**

No.

***SPECIAL NOTE:** You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.*

### 3. Contribution plans

**(1) Which contribution plans or draft contribution plans apply to this land under the Act, Division 7.1?**

Ku-ring-gai Contributions Plan 2010 (s7.11).  
Ku-ring-gai Council Section 7.12 Local Levy Contributions Plan 2023

**(2) Is the land in a region within the meaning of the Act, Division 7.1 Subdivision 4?**

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

**(3) Is the land in a special contributions area to which a continued s7.23 determination applies??**

No

***SPECIAL NOTE:** A s7.11 or s7.12 contributions plan outlines the financial costs Council levies if land is developed and Council believes the development will require additional infrastructure such as parks, roads etc. Copies of both the s7.11 and the s7.12 contributions plans are available on Council's website.*

## 4. Complying development

***The extent to which the land is land on which complying development may or may not 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 and if complying development may not be carried out on that land the reason why it may not be carried out under those clauses?***

*(Special Note: It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).*

### **Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code **may** be carried out on the land.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

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

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land.

### **Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

### **Fire Safety Code**

Complying development under the Fire Safety Code **may** be carried out on the land.

### **General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

### **Housing Code**

Complying development under the Housing Code **may** be carried out on the land.

### **Housing Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

### **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land.

### **Subdivision Code**

Complying development under the Subdivision Code **may** be carried out on the land.

## **5. Exempt development**

***The extent to which the land is land on which exempt development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if exempt development may not be carried out on that land the reason why it may not be carried out under those clauses***

Exempt development **may** be carried out on the land.

## **6. Affected building notices and building product rectification orders**

**(1) *Is there any affected building notice of which council is aware that is in force in respect of the land?***

No.

**(2) *Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?***

No.

**(3) *Has any notice of intention to make a building product rectification order of which council is aware has been given in respect of the land and is outstanding?***

No.

***SPECIAL NOTE:*** The terms "affected building notice" and "building product rectification order" have the same meaning as in the Building Products (Safety) Act 2017.

## 7. Land reserved for acquisition

***Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?***

No.

## 8. Road widening and road realignment

***Is the land affected by any road widening or road realignment under the Roads Act, any environmental planning instrument or any resolution of council?***

No.

## 9. Flood related development controls information

***Is the land or part of the land within the flood planning area and subject to flood related development controls?***

No.

***Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?***

No.

***SPECIAL NOTE: Flood planning area*** has the same meaning as in the Floodplain Development Manual.  
***Floodplain Development Manual*** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.  
***Probable maximum flood*** has the same meaning as in the Floodplain Development Manual.

## 10. Council and other public authority policies on hazard risk restrictions.

***Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?***

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

## 11. Bush fire prone land

***Is the land bush fire prone land?***

No.

***SPECIAL NOTE:*** Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area". The "area" is the local government area of Ku-ring-gai.

## 12. Loose-fill asbestos insulation

***Does the land include 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?***

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

***SPECIAL NOTE:*** Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register contact NSW Fair Trading. Tel:13 32 20 or [www.loosefillasbestos.nsw.gov.au](http://www.loosefillasbestos.nsw.gov.au).

### 13. Mine subsidence

***Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?***

No. Council has not been notified that the land is subject to such a proclamation.

### 14. Paper subdivision information

***Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?***

Not applicable.

***SPECIAL NOTE:*** Words and expressions used in this item have the same meaning as Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7

### 15. Property vegetation plans

***Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?***

Council has not been notified that the land is subject to an approved property vegetation plan.

### 16. Biodiversity stewardship sites

***Is the land, land that is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016?***

Council has not been notified that the land is biodiversity stewardship land.

***SPECIAL NOTE:*** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

### 17. Biodiversity certified land

***Is the land, land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?***

Council has not been notified that the land is biodiversity certified land.

***SPECIAL NOTE:*** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

## 18. Orders under Trees (Disputes between Neighbours) Act 2006

***Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?***

Council has not been notified that the land is subject to such an order.

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

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

## 20. Western Sydney Aerotropolis

Not Applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

## 21. Development consent conditions for seniors housing

***Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of the repealed State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?***

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

***SPECIAL NOTE:*** State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 repealed on 26 November 2021 by State Environmental Planning Policy (Housing) 2021

## 22. Site Compatibility certificates and development consent conditions for affordable housing

***Is there a current site compatibility certificate (affordable housing), of which council is aware, in respect of proposed development on the land issued under clause 39 of State Environmental Planning Policy (Housing) 2021?***

The land is not subject to such a current site compatibility certificate (affordable housing) of which Council is aware.

## 23. Water or sewerage services

### ***Is there, or is there to be, water or sewerage services provided to the land under the Water Industry Competition Act 2006?***

Council is not aware of any such water or sewerage services provided to the land.

**SPECIAL NOTE:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

**(a) *Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?***

No.

**(b) *Is the land to which this certificate relates subject to a management order within the meaning of that Act?***

No.

**(c) *Is the land to which this certificate relates subject to an approved voluntary management proposal within the meaning of that Act?***

No.

**(d) *Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?***

No.

**(e) *Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?***

No.

**SPECIAL NOTE:** If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email [info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au).



**David Marshall**  
General Manager



Revenue

Enquiry ID 4294674  
Agent ID 81429403  
Issue Date 11 Mar 2025  
Correspondence ID 1803398229  
Your reference Sydney Wide Legal

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
D23139/11	2 BARRIE ST EAST KILLARA 2071	\$2 173 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

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

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



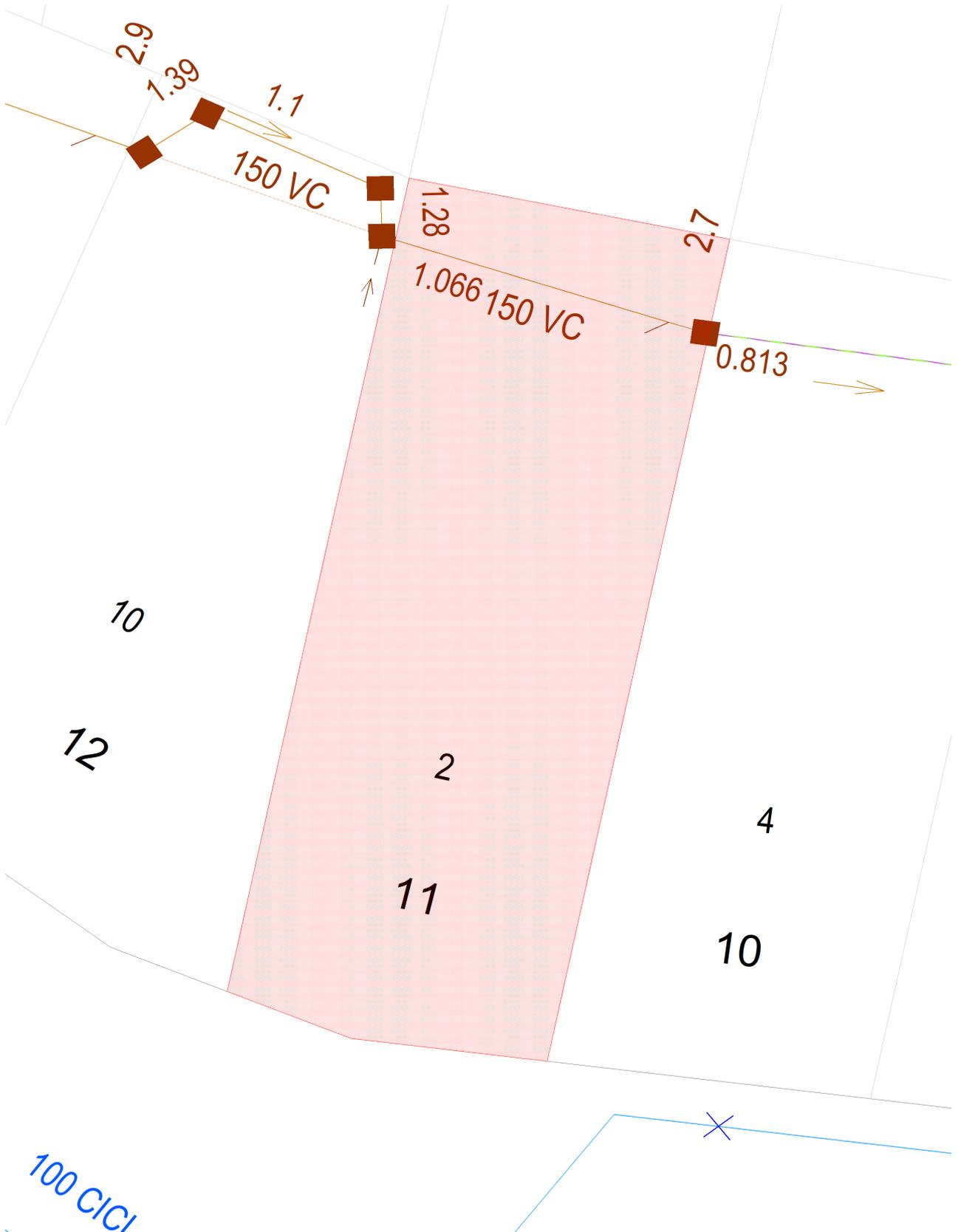
1300 139 816\*



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

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

**Service Location Print**  
Application Number: 8004142032



Document generated at 11-03-2025 12:30:49 PM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8004142049

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

## SEWERAGE SERVICE DIAGRAM

*Robson*

Municipality of

*Ku-ring-gai*

No. *644632*

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

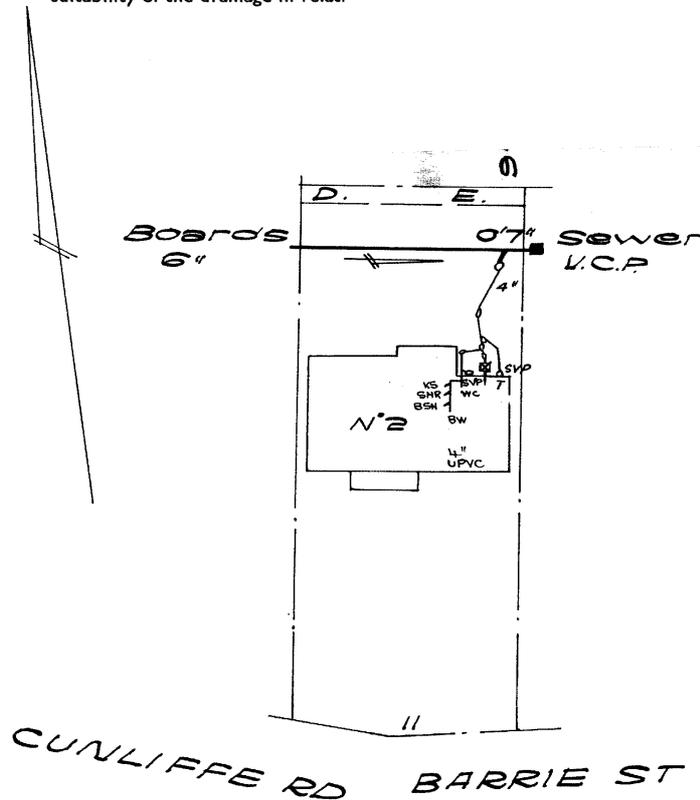
- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
  - Cleaning Eye
  - Vert. Vertical Pipe
  - V.P. Vent. Pipe
  - S.V.P. Soil Vent. Pipe
  - D.C.C. Down Cast Cowl
  - I.P. Induct Pipe
  - M.F. Mica Flap
  - T. Tubs
  - K.S. Kitchen Sink
  - W.C. Water Closet
  - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F. W. Floor Waste
- W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special ir suitability of the drainage in relati



RATE No. \_\_\_\_\_ W.C.s. *2* U.C.s. \_\_\_\_\_ 19. \_\_\_\_\_  
 SHEET No. *8799* OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
Bth.	Inspector	/ /	Date	/ /	Date
Shr.		/ /	Outfall	HL	Inspector
Bsn.	Chief Inspector	/ /	Drainer		937 533
K.S.		/ /	Plumber		
T.	Tracing Checked	/ /	Boundary Trap		
Pig.		/ /	is not required		
Dge. Int.					
Dge. Ext.					

19-2-1968

**Disclaimer**

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