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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**My Property Epping** **111G Midson Road, Epping NSW 2121** **Email: peter@mypropertyepping.com.au**	**Phone: 02 9868 4888** **Ref: Peter Horozakis**
co-agent		
vendor	**Angela Rochelle Bone** **11/16 Linsley Street, Gladesville NSW 2111**	
vendor's solicitor	**Capital Conveyancing Services** **Suite 211, 410 Elizabeth Street, Surry Hills NSW 2010** **Email: tony@capitalconveyancing.com.au**	**Phone: 02 9211 2274** **Fax: 02 9211 5401** **Ref: 21188**
date for completion	**42nd day after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**11/16 Linsley Street, Gladesville NSW 2111** **Lot 11 in Strata Plan 79296** **Folio Identifier 11/SP79296**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds	☐ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☒ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☒ other: ceiling fan, split system air conditioning, smoke alarm		

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

buyer's agent

vendor		**GST AMOUNT** (optional) The price includes GST of: $		**witness**
purchaser	☐ JOINT TENANTS	☐ tenants in common	☐ in unequal shares	**witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
Nominated *Electronic Lodgement Network* (ELN) (clause 30):		
Electronic transaction (clause 30)	☐ no	☒ YES

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

Amount purchaser must pay – price multiplied by the *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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off-the-plan contract
- ☐ 58 other document relevant to off-the-plan contract

Other

- ☐ 59

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

BCS Strata Management
Locked Bag 22, Haymarket NSW 1238
Email: levyenquiries@picagroup.com.au
Tel: 02 8216 0398

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

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

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

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

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

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

3. **There is NO COOLING OFF PERIOD:**

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

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

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

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2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

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6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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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*.

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13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

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

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

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

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

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

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

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

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –

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

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

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

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

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

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

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

16.7.1 the price less any:

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

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

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

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

16.10 On completion the deposit belongs to the vendor.

● Place for completion

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

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

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

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

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

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

17 Possession

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

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

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

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

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

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

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

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

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

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

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

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

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

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

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

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

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

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

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22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

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

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

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

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

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

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

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

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

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

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

24.4.3 the vendor must give to the purchaser –

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

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

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

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

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

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

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

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

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

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

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28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 Electronic transaction

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

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

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

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

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

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

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

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

30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

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

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

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

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

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

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

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

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

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

30.11 If completion takes place in the *Electronic Workspace* –
30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

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

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30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

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

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

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

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

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

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

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31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

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SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

1. I am a currently licensed/admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 11/16 Linsley Street, Gladesville NSW 2111, from Angela Rochelle Bone
to
in order that there is no cooling off period in relation to that Contract.

3. I do not act for Angela Rochelle Bone and am not employed in the legal practice of a solicitor acting for Angela Rochelle Bone nor am I a member or employee of a firm of which a Solicitor acting for Angela Rochelle Bone is a member or employee.

4. I have explained
to :

   (a) The effect of the Contract for the purchase of that property;

   (b) The nature of this Certificate; and

   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

Conditions of Sale by Auction

Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

(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 (but not if the auction relates solely to livestock).

(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 bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

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

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

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

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

(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

(a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS

INTERPRETATION

32. The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following: -

    32.1. if there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail;

    32.2. in the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender;

    32.3. the parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect; and

    32.4. any headings within these additional conditions are provided for ease of reference only.

AMENDMENTS TO STANDARD FORM OF CONTRACT

33. The form of Contract annexed is amended as follows:-

    33.1. Clause 2 is amended by adding additional Clause 2.10:

    "2.10 Should the Vendors Conveyancer be required to hold the deposit as stakeholder for the parties, then the parties will pay to the Vendors Conveyancer the sum of $110.00 in equal shares by way of adjustment on completion."

    33.2. Clause 5.1 is amended by the deleting the words "is taken to have made those *requisitions*" and inserting in their place the words "must serve those *requisitions* in accordance with Clause 5.2";

    33.3. Clause 7.1.1 is amended by the deletion of "5%" and the insertion of "1%" in its place thereof;

    33.4. Clause 14.4.2 is amended by the deletion of the first and second bullets in their entirety;

    33.5. Clause 16.5 is amended by the deletion of the words "plus another 20% of that fee";

    33.6. Clause 16.8 is deleted in its entirety;

    33.7. Clause 16.12 is deleted in its entirety;

    33.8. Clause 18 is amended by deleting Clause 18.7 in its entirety and adding additional Clause 18.8:

    "18.8 The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the *property*.";

    33.9. In Clause 24, the following sub-clause is added:

    "24.4.6 the Purchaser shall not be entitled to make any objection, requisition or claim, nor shall the Purchaser be entitled to refuse to complete this Contract, should:
    (a) any tenant have terminated the lease or vacated the *property*;
    (b) any tenant have defaulted in the performance of its obligations under the lease; or
    (c) the Vendor not have possession or control of any certificate, statement or document otherwise required to be given to the Purchaser pursuant to Clause 24.4.3.";

    33.10. Clause 25.1.1 is amended by the deletion of the words "qualified, limited or".

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DEPOSIT BY INSTALMENTS

34. The parties agree that the deposit payable is 10% of the purchase price. The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this Contract.

    34.1. Despite Clause 2.2 and in the event the Vendor agrees to the deposit being paid by instalments, the Purchaser shall pay and with time of the essence, the total deposit of 10% of the purchase price as specified on the front page of the Contract in the amounts and upon the dates as follows:

        34.1.1. $..... upon the date of this Contract; and

        34.1.2. $..... upon the first to occur of: (a) completion of this Contract, and (b) the date upon which the Vendor terminates this Contract due to default by the Purchaser.

35. Notwithstanding Clause 2.9, if the Vendor has agreed to the deposit being paid by instalments as aforementioned, then the parties agree the Vendor will be entitled to all the interest earned on the investment of the deposit monies.

RELEASE OF DEPOSIT PRIOR TO SETTLEMENT

36. Notwithstanding any other provision in this Contract, in the event that the Vendor prior to settlement requires a release of the deposit paid herein for any of the following reasons:-

    ~~36.1. to pay the deposit for the purchase of another property;~~

    ~~36.2. to pay a deposit on a retirement village leasehold;~~

    ~~36.3. to pay the stamp duty in relation to the purchase of another property;~~

    ~~36.4. to pay the balance of purchase moneys for the purchase of any property;~~

    36.5. to discharge part or all of the mortgage(s) on this *property* upon completion of this Contract; or

    36.6. to pay into an electronic settlement source account in readiness for completion of this Contract or for completion in relation to the purchase of another property.

    then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the conveyancer for the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) without production of any authority other than a copy of this Special Condition. No further authority or consent will be required from the Purchaser.

COMPLETION

37. Completion of this matter shall take place on or before 5:00pm on the due date for completion.

    37.1. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall require completion to take place within a period of fourteen (14) days from the date on which the notice is served (making time of the essence in this regard). A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

    37.2. It is hereby agreed between the parties that should settlement not take place within the time specified herein but is effected within the time required by any notice allowed under this Contract, then the Purchaser shall make no objection, requisition or claim for compensation because settlement was not effected on or before the specified time.

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37.3. The Purchaser agrees that should the Vendors Conveyancer issue a Notice to Complete, then the Purchaser will allow $330.00 (GST inclusive) to the Vendor by way of adjustment at settlement for the costs incurred by the Vendor for the preparation and serving of a Notice to Complete on the Purchaser. The Purchaser agrees that such payment is an essential condition of this Contract.

37.4. Each *party* agrees that the Vendor is not to be taken to be unable or unwilling to complete this Contract because a charge exists on the *property* for any rate, tax or outgoing and the existence of such a charge does not preclude the Vendor from issuing a Notice to Complete.

37.5. The Purchaser or its legal representative will provide the Vendors Conveyancer a settlement adjustment sheet and a copy of the relevant authority certificates at least four (4) business days before completion. If the purchaser or their legal representative fails to do so, then the Purchaser will allow $110.00 (GST inclusive) to the Vendor by way of adjustment at completion for the costs incurred for preparing cheque details at short notice. The Purchaser agrees that such payment is an essential condition of this Contract.

38. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

39. If the Vendor becomes liable for land tax by reason of a delay in completion by the Purchaser beyond the completion date, then the Purchaser shall indemnify the Vendor for any such additional land tax liability.

40. Deleted.

41. In the event settlement does not take place by 5.00pm on the date for completion, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

ELECTRONIC SETTLEMENT

42. The parties agree:

42.1. Clause 30.1.2 is deleted.

42.2. Should the Purchaser not wish to settle on the PEXA platform, the Purchaser agrees to provide the Vendor with at least seven (7) days' notice of their intention not to settle on the PEXA platform. The Purchaser will allow the amount of $330.00 (GST inclusive) as reimbursement of the Vendor's additional conveyancing expenses. It is an essential term of this Contract that this fee is paid unless settlement occurs through PEXA.

42.3. The Purchaser will not require the Vendor to complete this Contract unless fees payable in clause 42.2 is paid to the Vendor on completion.

42.4. Within seven (7) days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

42.5. The Purchaser must at least on the day prior to completion provide the Order on the Agent to the Vendor's conveyancer, which will be held in escrow for completion. Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

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ELECTRONIC CONTRACT

43. If required by the Vendor, this Contract will be executed and exchanged in any number of counterparts by scanned email copies or by any electronic means referred to in the *Electronic Transaction Act 2000*. The Purchaser acknowledges and agrees that an original counterpart contract executed by the Vendor or the Vendor's attorney will not be provided if the contract is exchanged electronically or by scanned email copies.

NOTICES

44. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor or conveyancer if the Notice or Document is sent by email or by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:-

    44.1. The time of dispatch is not before 5.00pm (Sydney time) 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 the commencement of business on the next such business day in the place; or

    44.2. The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

SECTION 184/ SECTION 26 CERTIFICATES

45. 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).

    45.1. Clause 23.13 is amended by replacing the word "vendor" with "purchaser" in line one.

    45.2. Clause 23.14 is deleted in entirety.

    45.3. Clause 23.15 is deleted in entirety.

    45.4. The Purchaser Shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the Strata Schemes Management Act 2015 or for the Section 26 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.

    45.5. The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the Strata Schemes Management Act 2015 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least five (5) business days prior to completion.

    45.6. Should the Purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act 2015 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with Special Condition 38 of this Contract.

SPECIAL LEVIES

46. 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).

    46.1. 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 irrespective of whether or not it is disclosed in this Contract, the Vendor is liable for it if it is payable before the date of Contract and the Purchaser is liable for it if it is payable on or after the date of Contract. If it is payable by instalments, then the Vendor is liable for

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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 Contract.

46.2. The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order and/or a proposed special levy.

46.3. Clause 23.5.2 is amended by the deletion of the words "but is disclosed in this contract";

46.4. Clause 23.6 is amended by the deletion of the words "and is not disclosed in this contract";

46.5. Clause 23.6.1 is deleted

46.6. Clause 23.6.2 are deleted and replaced with "the purchaser is solely liable for it if levied on or after the *contract date*."; and

46.7. Clause 23.9.1 is deleted.

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

47. The Purchaser warrants that it has not been introduced to the *property* by any other person other than by the Vendor's agents specified herein. The Purchaser hereby indemnifies the Vendor for any claim by any Real Estate Agent for any breach of this warranty. This clause will not merge upon completion.

ENTIRE AGREEMENT

48. It is hereby agreed that there are no conditions warranties or other terms adding to or amending those embodied or referred to herein. The terms, conditions and warranties contained in this Contract form the whole of the Contract between the Vendor and the Purchaser, and the Purchaser shall not be entitled to rely on any representation however made by the Vendor or its agent except as are made conditions of this Contract. Without limitation, to the preceding clause, the Purchaser acknowledges that it:

48.1. buys the *property*, improvements. furnishings and chattels, services, inclusions and installations aforesaid, relying on its own inspection, knowledge and enquiries;

48.2. does not rely wholly or partly on any statement, representation, promise or warranty made to it by or on behalf of the Vendor, including without limitation any statement, representation, promise or warranty in respect of:

48.2.1. the *property* or any improvements, furnishings, chattels, services, inclusions and installations;

48.2.2. any adjoining *property* or amenities;

48.2.3. the neighbourhood in which the *property* is located;

48.2.4. the state of repair of the *property* and any improvements in or on it and/or the legality of any structures on the *property*;

48.2.5. any rights and privileges relating to the *property* and its use;

48.2.6. the suitability of the *property* for any use or proposed use or redevelopment by the Purchaser;

48.2.7. the presence of any hazardous material in, on, over, under or emanating from the *property*, and if so, whether this breaches any Laws;

48.2.8. any financial return or income or allowance derived or to be derived from the *property* or any part of it;

48.2.9. compliance with any laws;

48.2.10. the value or condition of any of the inclusions;

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48.2.11. any interests affecting the *property* including interest from the local council or any authority for any proposed acquisition or change of use of the *property*; and

48.3. has made and relied upon its own investigations in relation to the above matters, and has sought its own Independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.

48.4. The Purchaser shall not make any claim for compensation from the Vendor, or rescind this contract nor make any requisition or delay completion arising out of any of the matters referred to in this clause 48.

PURCHASER'S ACKNOWLEDGEMENTS

49. The Purchaser expressly acknowledges the following:

49.1. The Purchaser is purchasing the *property* as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the *property* whatsoever. The Vendor is not responsible for any mechanical breakdown or reasonable wear and tear to the inclusions, fixtures and fitting (if any) occurring after the date of this Contract. The Purchaser further agrees that by proceeding to completion, it accepts the *property* in the state and condition it is in, and releases the Vendor from any obligation to remove items or materials of any kind whatsoever remaining on the *property*.

49.2. The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor's removal of an Exclusion or fixture from the *property* provided that the Vendor acknowledges and agrees that it shall take all proper reasonable care and responsibility in the removal of such exclusion or fixture from the *property*.

50. The Purchaser acknowledges and agrees that they may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached to and forming part of this Contract.

51. If a Survey of the *property* is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.

52. The Purchaser acknowledges and agrees that they will not make any objection, requisition or claim for compensation in respect of any encroachment by or upon the *property* or in respect of any non-compliance with the Local Government Act as regards distances of walls, eaves and gutters from any boundary or boundaries.

REQUISITIONS ON TITLE

53. A sufficient statement of the Vendor's title shall be deemed included in the description of the *property* hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

BUILDING CERTIFICATE

54. The Vendor does not have a building certificate.

54.1. The Purchaser is not entitled to require the Vendor to:

54.1.1. apply for or do anything to obtain a building certificate; nor

54.1.2. comply with the local council's requirements for the issue of a building certificate.

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54.2. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate.

RECISSION DUE TO DEATH, INCAPACITY OR BANKRUPTCY

55. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy or go into liquidation or receivership, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

GUARANTEE FOR CORPORATE PURCHASER

56. We, …….. and …….. ('the Guarantors'), being Directors of ……..Pty Ltd, in consideration of the Vendor at our request agreeing to sell the *property* described in this Contract to the purchasing Company, as is evidenced by the Guarantors execution hereof, do hereby guarantee to the Vendor the punctual performance by the purchasing Company of all of the Purchaser's obligations under the Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. The Vendor may seek to recover any loss from the Guarantors before seeking recovery from the purchasing Company and any settlement or compromise with the purchasing Company will not release the Guarantors from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Contract by the Vendor.

SIGNED by)

the Guarantors in the presence of:

)

)

)

Signature of Witness)

)

Print Name of Witness)

Signature

Signature

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STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

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

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
    (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

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(d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
  (a) resume the whole or any part of the Property or the common property?
  (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
  (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

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

20.
  (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
  (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  (c) Is the vendor aware of:
    (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    (iii) any latent defects in them?
  (d) Has the vendor any notice or knowledge of them being affected by the following:
    (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    (iv) any realignment or proposed realignment of any road adjoining them?

(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

22.

(a) If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

25. Are there any:
(a) orders of the Tribunal;
(b) notices of or investigations by the Owners Corporation;
(c) notices or orders issued by any Court; or
(d) notices or orders issued by the Council or any public authority or water authority,
affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
(a) a collective sale of the strata scheme; or
(b) a redevelopment of the strata scheme (including a strata renewal proposal)?
If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?

30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

31. If the Property includes a utility lot, please specify the restrictions.

32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
(a) who has been appointed to each role;
(b) when does the term or each appointment expire; and
(c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.

37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?

41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.

42. Has the Owners Corporation met all of its obligations under the Act relating to:
(a) insurances;
(b) fire safety;
(c) occupational health and safety;
(d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

(e) the preparation and review of the 10 year plan for the capital works fund; and

(f) repair and maintenance.

43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?

44. Has an internal dispute resolution process been established? If so, what are its terms?

45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

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

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

53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/SP79296

SEARCH DATE	TIME	EDITION NO	DATE
24/3/2021	12:05 PM	5	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 11 IN STRATA PLAN 79296
AT GLADESVILLE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

ANGELA ROCHELLE BONE (T AI745326)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79296
2 AI745327 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 24/03/2021 12:05:20

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79296

SEARCH DATE	TIME	EDITION NO	DATE
24/3/2021	12:05 PM	3	26/10/2012

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79296
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GLADESVILLE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP79296

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79296
ADDRESS FOR SERVICE OF DOCUMENTS:
BCMS PTY LTD
LOCKED BAG 22
HAYMARKET NSW 1238

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION C HAS BEEN ADOPTED
3 AF48649 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 79296

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	586	2	586	3	586	4	753
5	753	6	600	7	600	8	614
9	753	10	753	11	600	12	628
13	628	14	780	15	780		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21188 PRINTED ON 24/3/2021

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Received: 24/03/2021 12:05:22

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

* Name of Council/~~Accredited Certifier~~ CITY OF RYDE
being satisfied that the requirements of the
* Strata Schemes (Freehold Development) Act 1973
* Strata Schemes (Leasehold Development) Act 1986
have been complied with, approves of the proposed:
* strata plan
~~*strata plan of subdivision~~
illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* The strata plan/strata plan of subdivision is part of a development scheme*The council/*accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*~~The Council does not object to the encroachment of the building~~ beyond the alignment of .....

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

This approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 68 of the Strata Schemes (Leasehold ~~Development) Act 1986.~~

Date 21/12007.
Subdivision No. 1343.

Accreditation No. ~~.....~~
Relevant Development Consent No. LDA 04/1175
Issued by City of Ryde
K. Nagle
Authorised Person/~~General Manager/Accredited Certifier~~

* Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, DAVID WILLIAM TIMBS

of MUDGE PROPERTY SERVICES PO BOX 685, MANLY NSW 1655

a surveyor registered under the Surveying Act 2002, hereby certify that:

(1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;

(2) * ~~(a) the building encroaches on a public place;~~
* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
* has been created by .....
* ~~is to be created under section 88B of the Conveyancing Act 1919.~~

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: D.W. Timbs
Date: 1/02/07

* Delete if inapplicable.
* State whether dealing or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS.

Residential Model By-laws adopted for this scheme
Keeping of Animals: Option C
*~~Schedule of By-laws in sheets filed with plan~~
*~~No By-laws apply~~
*Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 10 IN DP 1105833

LGA: RYDE

Locality: GLADESVILLE

Parish: HUNTERS HILL

County: CUMBERLAND

SP79296

Registered: HC 26·7·2007

Purpose: STRATA PLAN

Ref. Map: U0952-~~HCK~~ 72 #

Last Plan: D.P. 1105833

Name of, and *address for services of notices on, the owners corporation
*Address required on original strata plan only.

THE OWNERS OF STRATA PLAN 79296
16 LINSLEY STREET,
GLADESVILLE NSW 2111

FOR LOCATION PLAN SEE SHEET 2

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

D. Shearer
Lillian Marsty
L. Barr-David

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	586
2	586
3	586
4	753
5	753
6	600
7	600
8	614
9	753
10	753
11	600
12	628
13	628
14	780
15	780
AGGREGATE	10,000

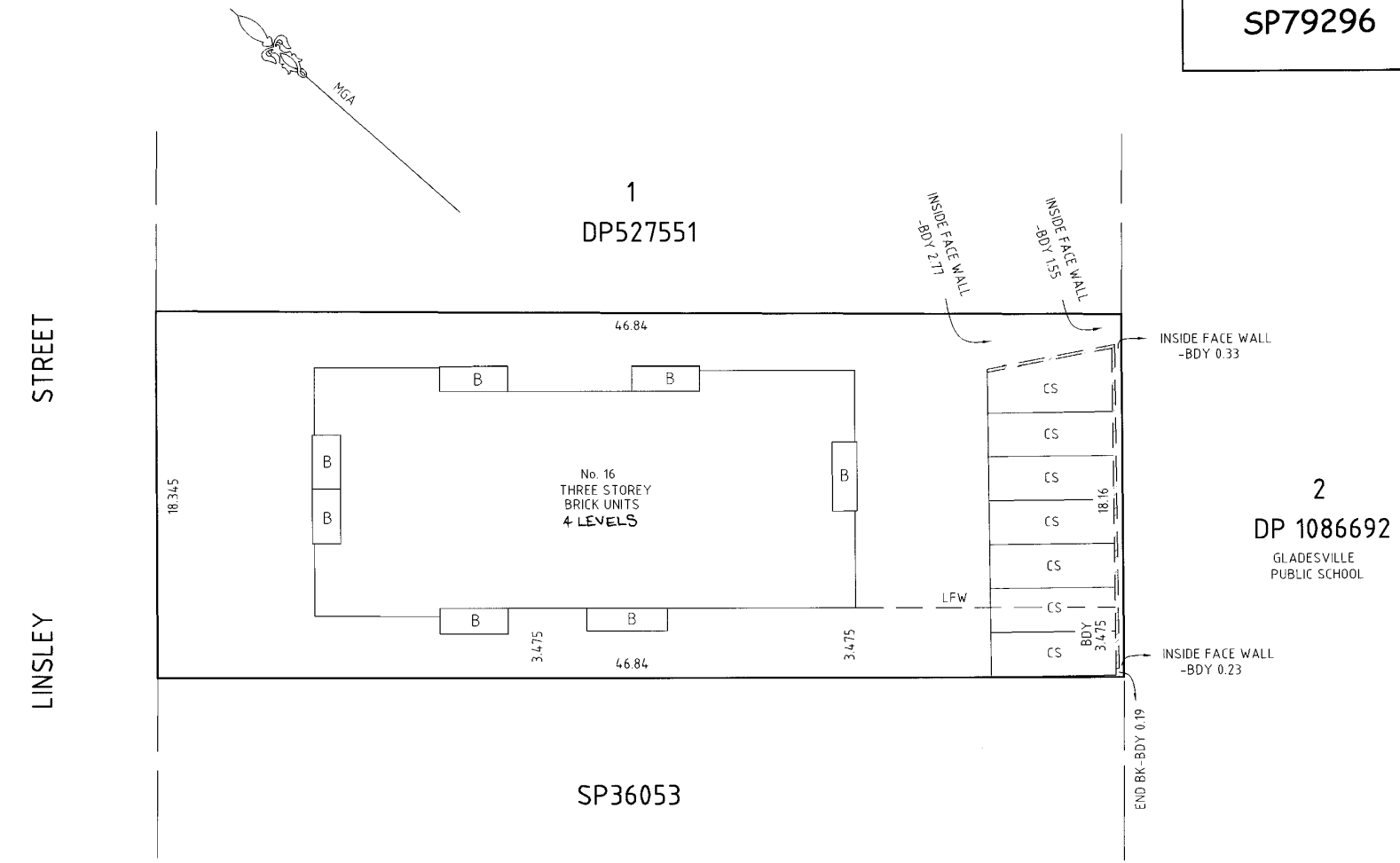
SURVEYOR'S REFERENCE: 7184/10/05

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© Office of the Registrar-General /Src:INFOTRACK /Ref:21188

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79296



LOCATION PLAN

CS DENOTES CAR SPACE
B DENOTES BALCONY
L.F.W. DENOTES LINE OF EXTERNAL FACE OF WALL

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 7184/10/05

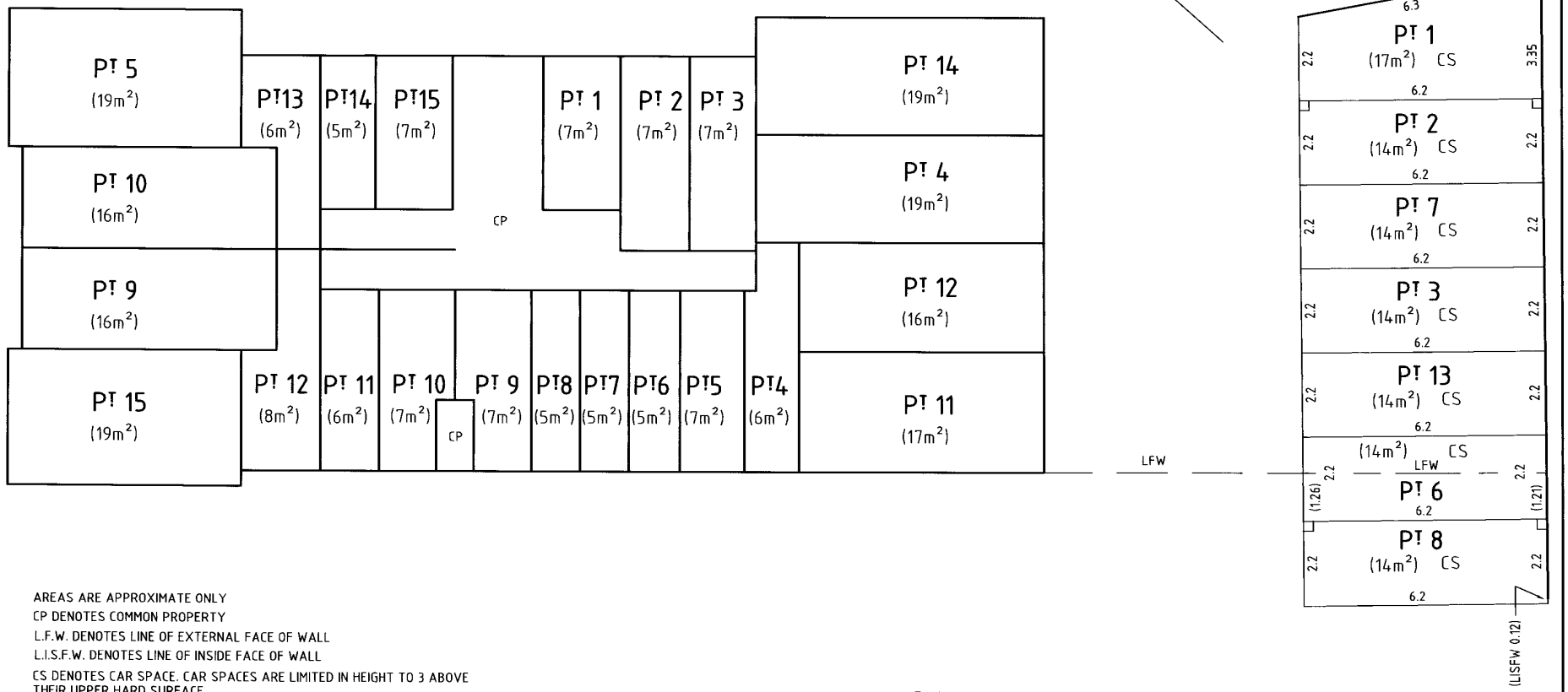
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79296

GROUND FLOOR



AREAS ARE APPROXIMATE ONLY
CP DENOTES COMMON PROPERTY
L.F.W. DENOTES LINE OF EXTERNAL FACE OF WALL
L.I.S.F.W. DENOTES LINE OF INSIDE FACE OF WALL
CS DENOTES CAR SPACE. CAR SPACES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR UPPER HARD SURFACE.
⌞ DENOTES RIGHT ANGLE

Reduction Ratio 1:100

Lengths are in metres

D. W. Lee
Registered Surveyor

K. Nagle.
Authorised Person/~~General Manager/Accredited Certifier~~

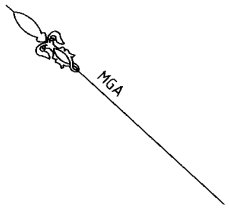
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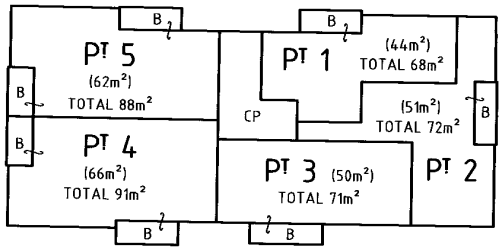
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STRATA PLAN FORM 2

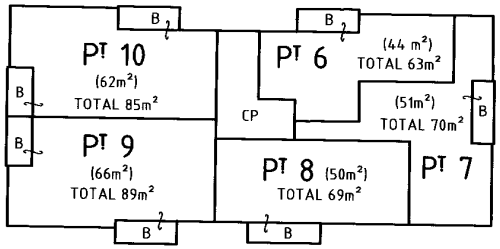
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79296

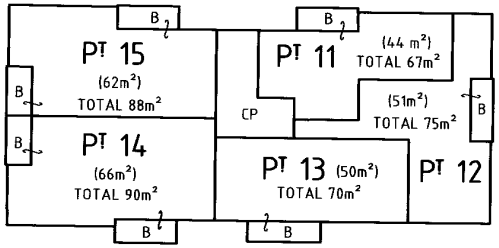




FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

AREAS ARE APPROXIMATE ONLY
CP DENOTES COMMON PROPERTY
BALCONIES DENOTED B FOR LOTS 11,13,14 & 15 ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR UPPER HARD SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1:250

Lengths are in metres

A. W. [illegible]
Registered Surveyor

K. Nogle.
Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 7184/10/05

Req:R598527 /Doc:SP 0079296 P /Rev:26-Jul-2007 /NSW LRS /Pgs:ALL /Prt:30-Mar-2021 12:53 /Seq:4 of 4
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Req:R598529 /Doc:DL AF048649 /Rev:20-Oct-2009 /NSW LRS /Pgs:ALL /Prt:30-Mar-2021 12:53 /Seq:1 of 2
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Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Real Property Act 1900

AF48649V

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

(A) **TORRENS TITLE**

For the common property
CP/SP79296

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
495R	LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CB

(C) The Owners-Strata Plan No. 79296 certify that pursuant to a resolution passed on 29 September 2009 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

(See Annexure hereto)

OWNERS-STRATA PLAN NO. 79296 THE
The Common Seal of

(F) The common seal of the Owners-Strata Plan No. 79296 was affixed on 06 October 2009 in the presence of—

Signature(s):

Name(s): John Fry

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

Req:R598529 /Doc:DL AF048649 /Rev:20-Oct-2009 /NSW LRS /Pgs:ALL /Prt:30-Mar-2021 12:53 /Seq:2 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:21188

STRATA SCHEME NO 79296
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 1 - Roof Insulation

The Owners for the time being of all top floor units shall be entitled to exclusive use and enjoyment of that part of the Common Property roof space located directly above their lot within the confines of the roof tiles for the specific purpose of installing insulation subject to the following terms and conditions:

(a) Such Owners shall not permit or suffer to be used that part of the Common Property designated to them for any purpose other than for the installation of Insulation.

(b) Such Owners shall at their own expense install and maintain and keep in good and serviceable repair such insulation and shall ensure that no damage is caused to the Common Property area where the insulation is installed.

(c) Such Owners will ensure that in connection with any insulation fitted in the exclusive use area that all fire ordinances/laws are complied with and the integrity of the fire proofing of the roof area is maintained at all times.

(d) If there is a default in the performance of any term or condition of this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to the owner of the lot which is in breach by the Secretary or Strata Manager of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated for the respective owner by an ordinary resolution of the Owners Corporation.

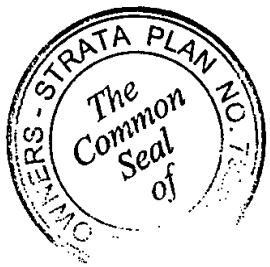
(e) The rights and privileges conferred by this By-law shall be terminated automatically in the event of the strata scheme being varied or terminated pursuant to Sections 50, 51 or 51A of the Strata Schemes (Freehold Development) Act 1973 as amended.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 79296 was affixed on the 6 day of October 2009 in the presence of

Names: John Fry

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



City of Ryde
Lifestyle and opportunity @ your doorstep

Customer Service Centre
1 Pope Street, Ryde NSW 2112
(Within Top Ryde City shopping centre)
Phone (02) 9952 8222
Fax (02) 9952 8070
Email cityofryde@ryde.nsw.gov.au
Post Locked Bag 2069, North Ryde NSW 1670
ABN 81 621 292 610
www.ryde.nsw.gov.au

Capital Conveyancing Services
Suite 211, 410 Elizabeth Street
SURRY HILLS NSW 2010

Issue Date:	26 March 2021
Certificate No:	PLN2021/1327
Your Ref:	21188

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 11/16 Linsley St GLADESVILLE NSW 2111
Legal Description: Lot 11 SP 79296
Property Reference: 542434
Land Reference: 51678

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLAN AND DEEMED ENVIRONMENTAL PLANNING INSTRUMENTS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

Nil

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) STATE ENVIRONMENTAL PLANNING POLICIES AND INSTRUMENTS

The Minister for Planning has notified Council that the following State Environmental Planning Policies and Proposed State Environmental Plans apply to the land and should be specified in this certificate:

State Environmental Planning Policies

State Environmental Planning Policy No 19 - Bushland in Urban Areas.
State Environmental Planning Policy No 21 - Caravan Parks.
State Environmental Planning Policy No 33 - Hazardous and Offensive Development.
State Environmental Planning Policy No 50 - Canal Estate Development.
State Environmental Planning Policy No 55 - Remediation of Land.
State Environmental Planning Policy No 64 - Advertising and Signage.

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No 70-Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Education Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Concurrences and Consents) 2018
State Environmental Planning Policy (Primary Production and Rural Development) 2019.

Deemed State Environmental Planning Policies

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Proposed State Environmental Planning Policies

State Environmental Planning Policy (Environment)

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) ZONING and ZONING TABLE

Ryde Local Environmental Plan 2014 - Zone R4 - High Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and Breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Environmental protection works; Home-based child care; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

4 Prohibited

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

(b) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE
No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(c) CRITICAL HABITAT
No. The land does not include or comprise critical habitat under Local Environmental Plan.

(d) CONSERVATION AREA (however described)
No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(e) ITEMS OF ENVIRONMENTAL HERITAGE (however described)
No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This land **is not** within any zone under:

a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the 2006 SEPP); or
b) a Precinct Plan (within the meaning of the 2006 SEPP); or
c) a proposed Precinct Plan (within the meaning of the 2006 SEPP) that is or has been the subject of community consultation or on public exhibition.

OTHER PRESCRIBED INFORMATION

3. COMPLYING DEVELOPMENT
Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of provisions of clauses 1.17A(1)(c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Code, Inland Code, Low Rise Housing Diversity Code and Rural Housing Code
Complying Development under the Housing Code, Inland Code, Low Rise Housing Diversity Code and Rural Housing Code may be carried out on this land.

Housing Alterations Code and General Development Code
Complying development under the Housing Alterations Code and General Development Code may be carried out on the land.

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

Greenfield Housing Code
No, the Greenfield Housing Code **does not** apply to land within the Ryde Local Government Area**.**

Note: It is necessary for the zoning, size of land and other criteria such as risk level of flood prone and bushfire prone land to be in accordance with that specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for certain types of development to occur under the Policy.

4, 4A (Repealed)

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

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

NO

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No. The land has not been proclaimed to be a mine subsidence district.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

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

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(i) landslip - NO.
(ii) bush fire - NO.
(iii) tidal inundation - NO.
(iv) subsidence - NO.
(v) acid sulphate soil YES

(vi) any other risk (other than flooding) - NO.

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. -- NO

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. -- NO

(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

9. CONTRIBUTIONS PLAN

The name of each contributions plan applying to the land:

- City of Ryde Section 7.11 Development Contributions Plan 2020.
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

9A. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the Biodiversity Conservation Act 2016.

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.

10. BIODIVERSITY STEWARDSHIP SITES

The land is not the subject of a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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.

10A. NATIVE VEGETATION CLEARING SET ASIDES

Council has not been notified that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* by Local Land Services.

11. BUSH FIRE PRONE LAND

The land described in this certificate is not bush fire prone land (as defined in the Act)

12. PROPERTY VEGETATION PLANS

The land is not subject to a property vegetation plan under the *Native Vegetation Act 2003*.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

There has not been an order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14. DIRECTIONS UNDER PART 3A (REPEALED)

There is no direction in force under section 75P (2)(c1) of *the Environmental Planning and Assessment Act 1979*.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

a) There is no current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land.

b) There are no terms of a kind referred to in clause 18(2) of State Environment Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application since 11 October 2007 in respect of proposed development on the land.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS
There is no valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, in respect of proposed development on the land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING
There is no current site compatibility certificate (affordable rental housing) that Council is aware of, in respect of proposed development on the land.

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

18. PAPER SUBDIVISION INFORMATION
(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. NIL
(2) The date of any subdivision order that applies to the land. NIL
(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.
Note*: City of Ryde does not hold any paper subdivision within the meaning of this clause.*

19. SITE VERIFICATION CERTIFICATES
There is no current site verification certificate of which the Council is aware in respect of the land.

20. LOOSE-FILL ASBESTOS INSULATION
The land does NOT 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.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether or not there is any affected building notice of which the council is aware that is in force in respect of the land.

No

(2) (a) Whether or not there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with,

No

and
(b) Whether or not there is any notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.

No

(3) In this clause:
Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

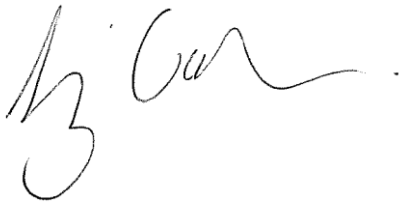
Note. *The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate*:

(a) The land to which this certificate relates IS NOT significantly contaminated land.
(b) The land to which this certificate relates IS NOT subject to a management order.
(c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
(d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
(e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. *(i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, draft Development Control Plans, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land*.

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

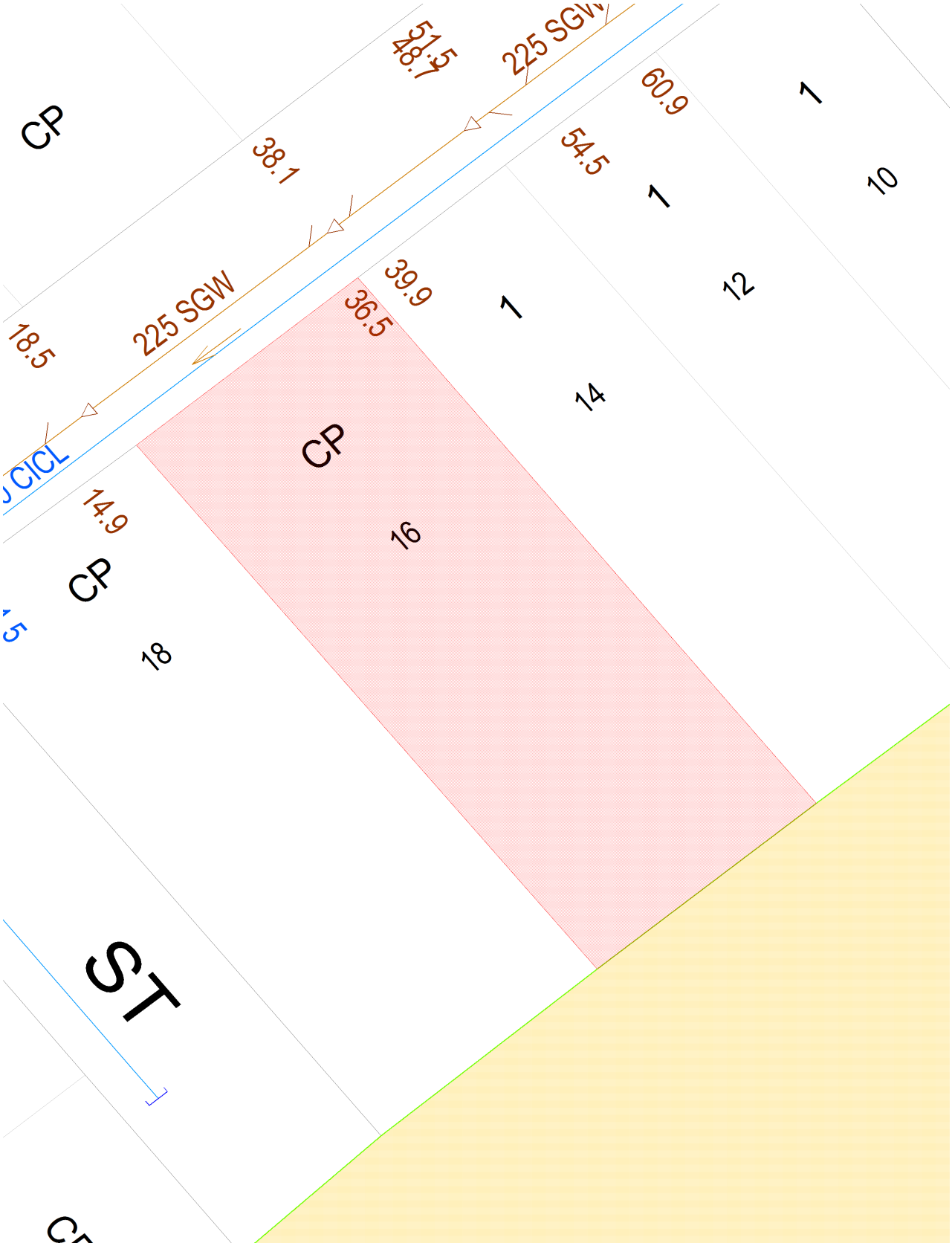
Note*: The information in this certificate is current as of the date of the certificate.*



Liz Coad
Director City Planning and Environment

Service Location Print

Application Number: 8000585540



Document generated at 30-03-2021 01:01:46 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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

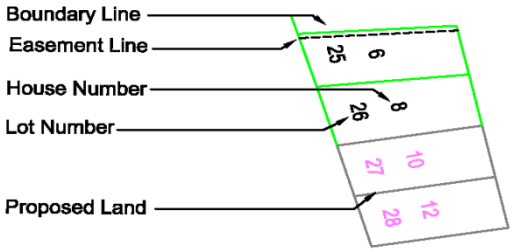
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8000585541

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD PROG DEV

SEWERAGE SERVICE DIAGRAM

Municipality of Ryde **No.** 289239

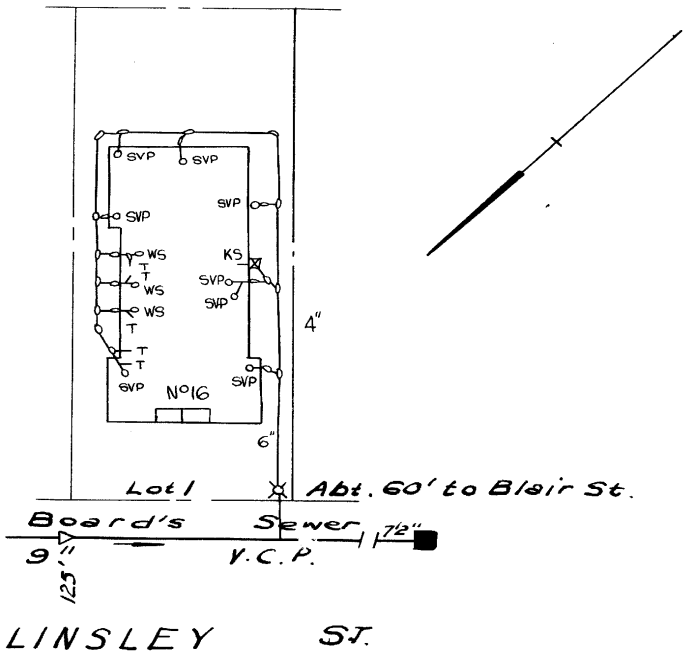
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



RATE No..... W.C.s 16 U.C.s..... 19.....

SHEET No. 3090 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by		Drainer	497/147.	
K.S.			Plumber	974 481	
T.		/ /			
Pig.	Chief Inspector		Boundary Trap		
Dge. Int.			is/~~is not~~ required		
Dge. Ext.	Tracing Checked	/ /			

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