

# Contract for the sale and purchase of land 2019 edition

| TERM                                             | MEANING OF TERM                                                                                                                                    | NSW DAN:                                                                                                                                  |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| vendor's agent                                   | <b>Morton Real Estate Crows Nest</b><br><b>1/84 Alexander Street, Crows Nest, NSW</b><br><b>2065</b>                                               | <b>Phone: 02 8424 9999</b><br><b>Ref: Lucy White</b>                                                                                      |
| co-agent                                         |                                                                                                                                                    |                                                                                                                                           |
| vendor                                           | <b>Jonathan Lin and Elspeth McLeod Johnston</b><br><b>478 Mowbray Road, Lane Cove, NSW 2066</b>                                                    |                                                                                                                                           |
| vendor's solicitor                               | <b>Douglas Paisley &amp; Emery</b><br><b>1st Floor, 46 Langston Place, Epping NSW</b><br><b>2121</b><br><b>DX 4404 Epping</b>                      | <b>Phone: 02 9876 2273</b><br><b>Email: lorraine@douglaspaisleyandemery.com.au</b><br><b>Fax: 02 9868 1058</b><br><b>Ref: LM:LK:16188</b> |
| date for completion                              | <b>42nd day after the contract date</b>                                                                                                            | (clause 15)                                                                                                                               |
| land (address, plan details and title reference) | <b>478 Mowbray Road, Lane Cove North, New South Wales 2066</b><br><b>Registered Plan: Lot 1 Plan DP 407994</b><br><b>Folio Identifier 1/407994</b> |                                                                                                                                           |

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: shed

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)☐ no ☐ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW* payment  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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):

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.



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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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



## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

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

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.



- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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



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

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

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

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
  - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
    - either *party* serving notice of the event happening;
    - every *party* who has the benefit of the provision serving notice waiving the provision; or
    - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>certificate of title</i>     | 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;                                                                                                                  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;                                                                                                                                                                                     |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;                                                                                                    |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;                                                                                                                                                 |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;                                         |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;                                                           |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;                                                                                                                                                                                |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;                                                                                                                      |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;                                                                                                                      |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and                                                                                                                                                                                                                        |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .                                                                                                                                                         |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.



- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

478 Mowbray Road LANE COVE NORTH NSW 2060

## **SPECIAL CONDITIONS**

### **1. CONDITION OF PROPERTY**

- 1.1 The Purchaser purchases the property in its present state of repair and condition.
- 1.2 The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of the state of repair or condition of the property.

### **2. NOTICE TO COMPLETE**

- 2.1 If the parties do not complete this Contract by the date for completion, a party can serve a notice to complete if that party is otherwise entitled to do so.
- 2.2 If a notice to complete is served pursuant to clause 2.1 and the notice requires completion to take place 14 days or more after it is served then that time for completion will be of the essence of this Contract.
- 2.3 A notice to complete of the duration referred to in clause 2.2 is considered by the parties to be reasonable and sufficient to render the time for completion essential.

### **3. DELAY IN COMPLETION**

- 3.1 If completion does not occur on or before the date for completion as a result of the breach or default of the Purchaser, the Vendor so long as he is ready willing and able to complete on the date for completion is entitled to recover from the Purchaser as liquidated damages, payable on completion interest on the balance of the purchase price at the rate of ten (10%) percent per annum calculated at a daily rate from the date for completion to the actual date of completion (inclusive of both days) to compensate the Vendor for the delay, to be added to the balance payable on completion.
- 3.2 The Vendor's right to recover damages is not limited to those referred to in the preceding sub-clause.
- 3.3 This clause is an essential term of this Contract and if the Purchaser fails or refuses to pay such liquidated damages on the actual date for completion the Vendor may refuse to complete this Contract and by notice in writing on the Purchaser forfeit the deposit paid hereunder (except so much of it as exceeds ten percentum of the price) and terminate this Contract and thereafter exercise any of the rights referred to in Clause 9 of this Contract.

**4. AGENT WARRANTY CLAUSE**

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any Agent or employee of an Agent other than the Agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of any Agent's commission arising from this Contract other than to any Agent herein named as such, then the Purchaser shall and does indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This condition of this Contract and Warranty shall enure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

**5. DEATH & INCAPACITY CLAUSE**

Should the Purchaser or the Vendor (or either or any of them):

- (a) die, be declared bankrupt or become incapable of managing his affairs within the meaning of the Mental Health Act, NSW 2007 as amended, or any Statute which may replace the same prior to the date for completion of this Contract,
- (b) being a company resolve to go into liquidation or have a petition for winding up presented or enter into a scheme or arrangement with its creditors under the Corporations Act 2001 as amended, or any Statute which may replace the same prior to the date for completion of this Contract, or should any liquidator, receiver or official manager be appointed

then either party may by notice in writing to the other party's Solicitors rescind this Contract, whereupon the provisions of Clause 19 hereof shall apply, provided that the Purchaser is not otherwise in default under this Contract.



## **6. VARIATIONS TO STANDARD FORM OF CONTRACT**

The following printed conditions to the Contract are amended as follows:-

- (a) Clause 7.1.1 is deleted.
- (b) Clause 16.5 is amended by deleting the following words “plus another 20% of that fee”.
- (c) Clause 16.8 is deleted.
- (d) Clause 25 is deleted in its entirety.

## **7. DEPOSIT CLAUSE**

- 7.1 The parties agree that the deposit payable pursuant to this Contract is ten per cent (10%) of the purchase price, notwithstanding any other provision in this Contract.
- 7.2 The parties further agree that should the Vendor agree to accept instalment payments of the deposit, the amount of the first payment will be five percent (5%) of the purchase price as agreed between the parties, and the second instalment of five percent (5%) of the purchase price will fall due and be payable at the time of settlement, unless sub-clause 7.3 applies.
- 7.3 It is an essential term of this Contract that should the Vendor become entitled to call upon the Purchaser to forfeit the deposit paid or due pursuant to this Contract due to the default of the Purchaser, the Purchaser shall immediately upon demand from the Vendor pay to the Vendor’s Solicitor the difference between ten percent (10%) of the purchase price and the amount of the deposit already paid.
- 7.4 It is agreed between the parties that these deposit provisions shall not merge upon completion of this Contract, and the Vendor shall be entitled to sue for any part of the ten percent (10%) deposit due that remains outstanding as a debt due by the Purchaser to the Vendor.

**8. DIRECTORS' GUARANTEE CLAUSE**

Should the Purchaser herein be a Company then in consideration of the Vendor at the request and direction of

and

(hereinafter called "the Guarantors") agreeing to enter into these presents with the Purchaser, the Guarantors hereby jointly and severally guarantee to the Vendor the due and punctual payment to the Vendor of all monies due hereunder and the performance and observance of the provisions contained in or implied under this Contract on the part of the Purchaser to be respectively paid, observed and performed **AND** the Guarantors jointly and severally covenant and agree with the Vendor to be liable for and to indemnify and keep indemnified the Vendor from and against all actions, suits, claims, demands and losses which the Vendor may incur or be liable for as a result of any default, act or omission on the part of the Purchaser under and pursuant to the provisions of this Contract.

**9. RELEASE OF DEPOSIT CLAUSE**

The deposit paid herein by the Purchaser on exchange of contracts shall be released to the Vendor for use by the Vendor in the purchase of another property. The deposit shall be held by a Solicitor or Agent in trust and shall not be released further.



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/407994

| SEARCH DATE | TIME    | EDITION NO | DATE |
|-------------|---------|------------|------|
| 13/10/2020  | 9:45 AM | -          | -    |

VOL 7532 FOL 15 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 1 IN DEPOSITED PLAN 407994  
AT LANE COVE NORTH  
LOCAL GOVERNMENT AREA LANE COVE  
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP407994

FIRST SCHEDULE

JONATHAN LIN  
ELSPETH MCLEOD JOHNSTON  
AS JOINT TENANTS

(T X55426)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
\* 2 636232 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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Received: 13/10/2020 09:45:24

**PLAN**

**PARISH OF WILLOUGHBY**

**COUNTY OF CUMBERLAND**

**Scale: 100' to an inch.**

**of subdivision of lots 46-50 incl DP 6226 & lots 10-11 DP 7817**

**MOWBRAY ROAD**

**KAROLA ST**

**GAY ST**

**MURRAY ST**

**LANE 20' WIDE**

**LOT 1**

**LOT 2**

**LOT 3**

**LOT 4**

**LOT 5**

**LOT 6**

**LOT 7**

**LOT 8**

**LOT 9**

**LOT 10**

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**LOT 31**

**LOT 32**

**LOT 33**

**LOT 34**

**LOT 35**

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Ref:16188 /Src:M

Certificate.....

## MEMORANDUM OF TRANSFER

BY MORTGAGEE UNDER POWER OF SALE

(REAL PROPERTY ACT, 1900.)



636232D

FEE SIMPLE.

- a Name, residence, occupation, or other designation in full of Mortgagee.
- ab Name of Registered Proprietor.
- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 3)
- d If the consideration be not pecuniary, alter accordingly.
- e Name, residence, occupation, or other designation of Transferrea.
- If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

The London Bank of Australia Limitedbeing the Mortgagee under Memorandum of Mortgage No. 141422dated 7<sup>th</sup> June 1888~~190~~, from Richard Hayes Hannett Senior formerlythe registered proprietor of an Estate in fee simple in the land hereinafter described, subject,

however, to such encumbrances, liens, and interests; as are notified by memorandum under-

written or endorsed hereon,—"in consideration of" eighty one pounds twelveshillings —(£81:12:0)paid to ~~me~~ by William John Cook of WalworthChabwood near Sydney in the State of New South Wales Master Builder

the receipt whereof I hereby acknowledge

- f If to two or more, state whether as joint tenants or tenants in common.

do hereby, in exercise of my power of sale as such Mortgagee, transfer to the said

William John Cook —

- fg Repeat name of Registered Proprietor.

ALL the Estate and Interest of the said Richard Hayes Hannett Senior  
and his transferees Richard Hayes Hannett and Henry Charles Carr the present

- g Area in acres, roods, or perches.

~~as such~~ registered proprietors in ALL THAT piece of land containing One acre —

- h Parish or town, county.

situate in Parish of Willoughby County of Cumberland

- i "The whole" or "part" as the case may be.

being part of the land comprised in Certificate of Title

- j "Crown Grant" or "Certificate of Title."

dated 30<sup>th</sup> September 1899 registered volume No. 1296

- k Repeat if more than one.

folio 60 and being the land shown on the plan herewith  
annexed marked with the letter A and therein edged red  
and being lot 46 on Deposited Plan 6226

- These references will suffice, if the whole land in the grant or certificate be transferred.

- But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required, and may be inserted or annexed with this

- prefix:—"as delineated in the plan hereon (or annexed hereto) and described as follows,"

- Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

- Any provision in addition to, or modification of the covenants implied by the Act, may also be inserted.

\* No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alterations being verified by signature or initials in the margin, or noticed in the attestation.

mp. Surveyor

In consideration of the premises the said William Johnbook hereby for himself his executors administrators and assigns covenants with the said The London Bank of Australia Limited and also as a separate covenant with the said Richard Hayes Starnett and Henry Charles Catt that he the said William Johnbook his executors administrators and assigns will not erect or suffer to be erected on the said land any house building or erection unless the value thereof shall be two hundred and fifty pounds at the least and the walls thereof shall be of stone or brick or any other material approved by the said Bank and the said Richard Hayes Starnett and Henry Charles Catt and unless the roof thereof shall be of some material other than iron And also will not dig or remove or suffer to be dug or removed from the said land any clay or other material for the manufacture of bricks tiles pottery or similar purposes

COVENANT UNENFORCEABLE  
SEE (1986) 82 W.M. (PT.2) 241



Oliver Morris Williams the duly constituted attorney of The London Bank of Australia Limited

In witness whereof, I have hereunto subscribed my name, at Melbourne the nineteenth day of October in the year of our Lord one thousand nine hundred and eleven

Signed in my presence by the said The London Bank of Australia Limited by being signed sealed and delivered by Oliver Morris Williams its attorney

WHO IS PERSONALLY KNOWN TO ME

Signed

J.P. & J. Co.

The London Bank of Australia Limited  
by its Attorney  
Oliver Morris Williams  
Transferor.\*

- m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies to instruments signed within the Colony. As to those signed elsewhere, see the Act, Section 107

If the Transferor signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

- n Repeat attestation for additional parties if required.

- o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

William Johnbook

WHO IS PERSONALLY KNOWN TO ME

Chas. Sheehy  
Clerk to Shipway & Sons

\*Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

William J. Cook  
Transferree.

(\*The above may be signed by the Solicitor or Conveyancer, when the signature of Transferee cannot be procured. See note "O" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

SV 3437

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Note.—A Declaration of Default (by Mortgagee) up to date of Transfer must be furnished.



Scale, 100' = 1 inch

Scale 100' = 1"



2-8-11-11



*Declaration by Licensed Surveyor.*

(REAL PROPERTY ACT, No. 25 of 1900, Sec. 113.)

I, \* *Philip Sydney Hott*  
of † *86 Pitt Street Sydney*  
Licensed Surveyor, specially Licensed under the Real Property Act,  
1900, do hereby solemnly and sincerely declare that the boundaries  
and measurements shown on the plan of ‡ *one acre in*  
*Parish of Willoughby, Municipality of Lane Cove*  
*fronting Mosley Rd* hereto annexed, and marked "A,"

are correct for the purposes of the said Act, and that the said plan  
and the survey of the land to which the same relates have been  
prepared and made by me, or under my immediate supervision; and  
I make this solemn declaration, conscientiously believing the same to  
be true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at

*Sydney* this  
*atamph* day of  
*July* 1911,

before me,

*P. Sydney Hott*

*W. de Courcy*  
J.P.

Division 81.13 co.  
1296  
Per 1565-100  
60  
22

STATUTORY DECLARATION.

I, OLIVER MORRICE WILLIAMS of Melbourne in the State of Victoria Inspector and General Manager of The London Bank of Australia Limited do hereby solemnly and sincerely declare :-

1. T H A T I have not received any notice of the revocation by any means whatever of certain Powers of Attorney under the Common Seal of The London Bank of Australia Limited dated the thirteenth day of March One thousand nine hundred and seven whereby I was appointed the Attorney of the said The London Bank of Australia Limited.

2. T H E said Powers of Attorney are to the best of my knowledge and belief in full force and effect.

A N D I make this solemn declaration as to the matters aforesaid according to the law in this behalf made and subject to the punishment by law provided for any wilfully false statement in any such declaration.

SUBSCRIBED and DECLARED at

Melbourne this *nineteenth* of *October* 1911

before me,

*[Signature]*

J.P. NSW Wales

# STATUTORY DECLARATION.

JOHN MILLETT

of Martin Place, Sydney

in the State of New South Wales Bank Manager do hereby

solemnly and sincerely declare that:—

I am the Manager of the Head Office at Sydney aforesaid of The London Bank of Australia Limited the transferee from the London Chartered Bank of Australia of Memorandum of Mortgage dated the tenth day of June One thousand eight hundred and eighty eight registered Number 141422 and given by Richard Hayes Harnett to said The London Chartered Bank of Australia.

DEFAULT has been made by the Mortgagor in the payment of principal interest and other money secured by the said Memorandum Mortgage and such default still continues.

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

Subscribed and declared at Sydney

nineteenth day of October  
thousand nine hundred and eleven

Witness my hand and seal

*John Millett*  
*Henry Hayes Harnett*

**Statutory Declaration**  
OF

**P. W. CREAGH**

Ref:16188 /Src:M  
the Transferror.

A very short note of  
the particulars will  
 suffice.

*Transferror.*

See note "p."

May be made before  
either Registrar-  
General, Deputy-  
Registrar-General, a  
Notary Public, J.P.,  
or Commissioner for  
Affidavits.

Not required if the  
instrument itself be  
made or acknowledged  
before one of these  
parties.

Name of witness and  
residence.

Name of Transferror.

Name of Transferror.

Registrar-General,  
Deputy, Notary Public,  
J.P., or Commissioner  
for Affidavits.

St 5487

# FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at

, the

day of

, one thousand nine hundred.

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that

the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.



Ref:16188 /Src:M

*146 DP 6226 in Lane Cove*  
*Willoughby*  
*Subsist & comments*

(Name) GREACH & CREACH, Solicitors  
 (Address) CHURCHWAY & BERNE  
200 ST. GEORGE'S  
200 ST. GEORGE'S  
200 ST. GEORGE'S

*The London Bank of Australia Limited*  
 Transferror.

*William John Cook*  
 Transferee.

Particulars entered in the Register Book,

Volume *1296* Folio *60*

the *8<sup>th</sup>* day of *December* 19*11*,

at *4* minutes *4* o'clock

in the *after* noon.

*Not Reliance*

Deputy Registrar General.

1-DEC-1911

|                         |             |          |
|-------------------------|-------------|----------|
| SENT TO DRAFTING BRANCH | 22-11-11    | 25-11-11 |
| REMOVED FROM RECORDS    | NOV 27 1911 |          |
| DRAFT WRITTEN           | 14-12-11    |          |
| DRAFT EXAMINED          | 5-12-11     |          |
| REMOVED TO RECORDS      | DEC 5-1911  |          |
| REMOVED FROM RECORDS    | 19-12-11    |          |
| CERTIFICATE PREPARED    | 16-12-11    |          |
| DRAFT RECORDED          | 27-12-11    |          |
| CERTIFICATE EXAMINED    | 19-12-11    |          |
| ACCOUNTANT              | 23-12-11    |          |
| REGISTRAR GENERAL       | 28-12-11    |          |

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*146 DP 6226 in Lane Cove*  
*Willoughby*  
*Subsist & comments*



## PLANNING CERTIFICATE

*Under Section 10.7 Environmental Planning and Assessment Act, 1979*

**Applicant:**

InfoTrack Pty Ltd

GPO Box 4029

SYDNEY NSW 2001

Date of Issue:

13/10/2020

Council Reference:

173463

Applicant Reference:

16188

Certificate No:

1262

**Property address:** 478 Mowbray Road LANE COVE NORTH NSW 2066

**Description:** LOT: 1 DP: 407994 LOC:

**Property Reference:** 8242

### INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) & (5) OF THE ACT

The planning information contained in this certificate applies specifically to the land.

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| Contaminated Land Management Act 1997s.59(2)                                 | Note        |
| <b>Part 5: Additional information for Section 10.7 (5)</b>                   | Part 5      |



## PART 2:

### Sec: 1 Names of relevant planning instruments and DCP

- 1) The name of each environmental planning instrument that applies to the carrying out of development on the land.  
**Lane Cove Local Environmental Plan 2009 - gazetted on 19 February 2010**  
**State Environmental Planning Policy No.19: Bushland in Urban Areas - gazetted 24 October 1986**  
**State Environmental Planning Policy No.55: Remediation of Land - gazetted 28 August 1998**  
**State Environmental Planning Policy No.64: Advertising and Signage - gazetted 16 March 2001**  
**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004 - gazetted 25 June 2004**  
**State Environmental Planning Policy (Housing for seniors or people with a disability) 2004 Amendment No.2 - gazetted 31 March 2004 effective 12 October 2007**  
**State Environmental Planning Policy (Temporary Structures and Places of Public Entertainment) - gazetted 28 September 2007**  
**State Environmental Planning Policy (Infrastructure) 2007 - gazetted 21 December 2007; commenced 1 January 2008**  
**State Environmental Planning Policy (Exempt & Complying Development Codes) - gazetted 12 December 2008**  
**State Environmental Planning Policy (Affordable Rental Housing) 2009, gazetted: 31 September 2009**  
**State Environmental Planning Policy (Major Projects) 2005 - gazetted 1 August 2005. Replaced by State Environmental Planning Policy (State Significant Precincts) 2005.**  
**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 - gazetted 25 August 2017**
- 2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultations or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)
- 3) The name of each development control plan that applies to the carrying out of development on the land.  
**Lane Cove Development Control Plan, effective 22 February 2010**
- 4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or draft environmental planning instrument.



## Sec: 2 Zoning and land use under relevant LEPs

### The land is zoned: Low Density Residential R2

#### 1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To retain, and where appropriate improve, the existing residential amenity of a detached single family dwelling area.
- To encourage new dwelling houses or extensions of existing dwelling houses that are not highly visible when viewed from the Lane Cove River or Parramatta River.
- To ensure that landscaping is maintained and enhanced as a major element in the residential environment.

#### 2 Permitted without consent

Home occupations

#### 3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home businesses; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Signage; Tank-based aquaculture

#### 4 Prohibited

Any development not specified in item 2 or 3

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

**No**

- 6) Whether the land includes or comprises critical habitat:

**NO**

- 7) Whether the land is in a conservation area (however described):

**NO**

- 8) Whether an item of environmental heritage (however described) is situated on the land:

**NO**

## Sec: 2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck>

Cert. #:1262, Page 3 of 10



Not applicable.

## Sec: 3 Complying development

- 1) The extent to which the land is on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- 2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- 3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**(1) Complying development may be carried out on the land as a whole under the SEPP in accordance with the following Codes (unless the land is excluded elsewhere in this Section):- Housing Code, Housing Alterations Code, General Development Code, Subdivision Code, Demolition Code and/or Fire Safety Code.**

**(2) Not applicable.**

**PLEASE NOTE: Subdivision is not permitted on land on which a dual occupancy is erected or proposed to be erected. For the purposes of the Low Rise Medium Density Code, minimum lot sizes for all types of dual occupancy are contained within Council's Local Environmental Plan.**

**(3) Not applicable**

## Sec: 4 Coastal Protection

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

NO

## Sec: 4A Certain information relating to beaches and coasts

Not applicable.

## Sec: 4B Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works

Not applicable.



## Sec: 5 Mine subsidence

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

**NO**

## Sec: 6 Road widening and road realignment

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

- a) Division 2 of Part 3 of the *Roads Act 1993*:  
**Not affected by road widening**

- b) Any environmental planning instrument:  
**NO**

- c) Any resolution of the council:  
**NO**

## Sec: 7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- a) Adopted by the council, or  
b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of :-

Land slip:  
**NO**

Bushfire:  
**See Section 11.**

Tidal inundation:  
**NO**

Subsidence:  
**NO**

Acid Sulphate soils:  
**NO**

## Sec: 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.

**The Lane Cove Development Control Plan - effective 22 February 2010 - applies**

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

**The Lane Cove Development Control Plan - effective 22 February 2010 - applies**

### Overland Flow

A study is currently being undertaken to determine exact locations subject to overland flow in the Municipality of Lane Cove. Until such time as Council has completed this work, property owners should conduct their own investigations to be satisfied that this property is not affected by overland flow.

Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

## Sec: 8 Land reserved for acquisition

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

**NO**

## Sec: 9 Contributions plans

Lane Cove Section 94 Contributions Plan.

## Sec: 9A Biodiversity certified land

Not applicable.

## Sec: 10 Biobanking agreements

Not applicable.

## Sec: 11 Bushfire prone land

The land is not identified on the Lane Cove Bushfire Prone Land Map dated 27 May 2016.

## Sec: 12 Property vegetation plans

Not applicable.

## Sec: 13 Orders under Trees (disputes Between Neighbours) Act 2006

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck>

Cert. #:1262, Page 6 of 10





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

**NONE**

## Sec: 14 Directions under Part 3A

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

**NONE**

## Sec: 15 Site compatibility certificates and conditions for seniors housing

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

**NO**

## Sec: 16 Site compatibility certificates for infrastructure

Whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land.

**NO**

## Sec: 17 Site compatibility certificates and conditions for affordable rental housing

Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land:

**NO**

## Sec: 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.  
**Not applicable**
- 2) The date of an subdivision order that applies to the land.  
**Not applicable**
- 3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

## Sec: 19 Site verification certificates

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck>

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Not applicable

## Sec: 20 Loose-fill asbestos insulation

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

- Some residential homes located in the Local Government Area have been identified as containing Loose Fill Asbestos Insulation (LFAI) , for example in the roof space
- NSW Fair Trading maintains a Register of these homes that are affected by Loose Fill Asbestos Insulation. This register can be found on NSW Fair Trading's website - [http://www.fairtrading.nsw.gov.au/ftw/Tenants\\_and\\_home\\_owners/Loose\\_fill\\_asbestos\\_insulation.page](http://www.fairtrading.nsw.gov.au/ftw/Tenants_and_home_owners/Loose_fill_asbestos_insulation.page)

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates to confirm the status of the property.

## Sec: 21 Affected building notices and building product rectification orders

- 1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.  
**NO**
- 2) A statement of:
  - (a) whether 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, and  
**NO**
  - (b) whether any notice of intention to make a building product rectification order of which the council is aware 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) That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
**NO**
- b) That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,



## Lane Cove Council

48 Longueville Road, Lane Cove NSW 2066

Tel: 9911 3555

Fax: 9911 3600

**NO**

- c) That the land to which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,  
**NO**
- d) That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,  
**NO**
- e) That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.  
**NO**

**Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 10.7 certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.**

**For further information, please contact the Strategic Planning Department on 9911 3612.**



## Part 5:

### ADDITIONAL INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT

The instruments and the plans should be examined in relation to the specific restrictions which may apply to any development which may be proposed.

The land is subject to a Tree Preservation Order, details of which are available at Council's Customer Service Centre.

The Register of Consents may be examined at Council's Customer Service Centre for particulars relating to development consents which may have been issued for the use or development of the land.

Enquiries regarding Arterial Road Reservations and Regional Open Space should be directed to the Roads and Traffic Authority and Department of Planning respectively.

The information provided concerning the Coastal Protection Act, 1979 is only to the extent that the Council has been notified by the Department of Public Works and Services.

**For more information, please contact the Strategic Planning Department on 9911 3555**

**SEWERAGE SERVICE DIAGRAM**Municipality of *Lane Cove*

No. 549544

*SPRING HILL*

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

**SYMBOLS AND ABBREVIATIONS**

- ☒ R.V. Reflux Valve  
☒ C.E. Cleaning Eye  
☐ VERT. Vertical Pipe  
☐ V.P. Vent. Pipe  
☐ S.V.P. Soil Vent. Pipe  
☐ D.C.C. Down Cast Cowl

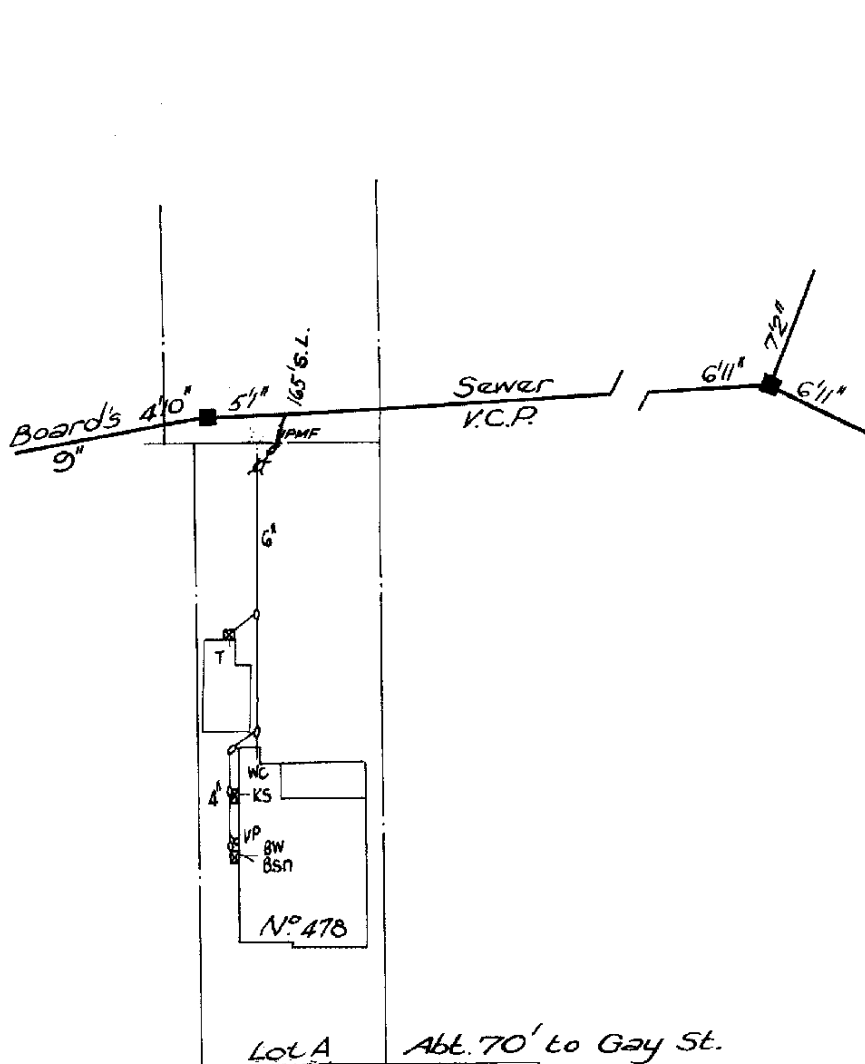
- ☐ I.P. Induct Pipe  
☐ M.F. Mica Flap  
☐ T. Tubs  
☐ K.S. Kitchen Sink  
☐ W.C. Water Closet  
☐ B.W. Bath Waste

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

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

Where the sewer is not available and a special 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 \_\_\_\_\_ U.C.s \_\_\_\_\_ 19. \_\_\_\_\_

SHEET No. 4312

OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

| DRAINAGE  |                 |         | PLUMBING      |               |      |
|-----------|-----------------|---------|---------------|---------------|------|
| W.C.      | Supervised by   | Date    | BRANCH OFFICE | Supervised by | Date |
| Bth       | Inspector       | / /     | Date          | Inspector     | / /  |
| Shr       |                 | Outfall | HL            |               | LL   |
| Bsn.      |                 | Drainer |               |               |      |
| K.S.      | Chief Inspector | / /     | Plumber       | 642 169       |      |
| T.        |                 |         |               |               |      |
| Pig.      |                 |         |               |               |      |
| Dge. Int. | Tracing Checked | / /     | Boundary Trap |               |      |

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





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