

## Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Pulse Property Agents</b> <b>Level 3/12 Central Road, Miranda, NSW 2228</b>	<b>Phone: 02 9525 4666</b> <b>Fax: 02 9525 4699</b> <b>Ref: Tracey Fenwick</b>
co-agent		
vendor	<b>James Sebastian Chappelow</b> <b>1/8-12 Taylor Close, Miranda, NSW 2228</b>	
vendor's solicitor	<b>GA Lawyers</b> <b>Level 1, 254 Kingsgrove Road, KINGSGROVE NSW 2208</b> <b>PO Box 175, KINGSGROVE NSW 1480</b>	<b>Phone: 02 9554 8111</b> <b>Fax: 02 9554 8128</b> <b>Ref: GA:KK:18/32664</b> <b>E:george@galawyers.com.au</b>
date for completion	<b>Special Condition 72</b>	(clause 15)
land (address, plan details and title reference)	<b>1/8-12 Taylor Close, Miranda, New South Wales 2228</b> <b>Registered Plan: Lot 1 Plan SP 78771</b> <b>Folio Identifier 1/SP78771</b>	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

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

☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions ☒ blinds ☐ dishwasher ☒ light fittings ☐ stove

☐ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment

☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna

☐ curtains ☐ other:

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  
**Proposed electronic transaction** (clause 30) ☐ no ☐ YES

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 section information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<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 1986
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<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 for non-compliance	

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

Whelan Property group

Box 75, Strawberry Hills NSW 2012

Tel: 9219 4111

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

### **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:

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW 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>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 – if issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>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 18B of the Swimming Pools Regulation 2008).

**2 Deposit and other payments before completion**

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 If the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 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 not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

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

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 If both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (In any form) mean –
- |                                 |   |
|---------------------------------|---|
| <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>ENCL</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 *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* 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.

1/8-12 Taylor Close MIRANDA NSW 2228

# 66W Certificate

Pursuant to Section 66W Conveyancing Act 1919

---

**Property:** \_\_\_\_\_

**Vendor :** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

I, \_\_\_\_\_

of, \_\_\_\_\_

certify as follows: -

1. I am a solicitor currently admitted to practice in New South Wales;
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the Vendor, nor am I a member or an employee of a firm of which a solicitor acting for the Vendor is a member or employee'
4. I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser or to a person involved in the management of the Purchaser's affairs: -
  - (a) the effect of the Contract for the purchase of the Property;
  - (b) the nature of this Certificate; and
  - (c) the effect of giving this certificate to the Vendor in that there is no cooling off period.

Dated: ..... day of ..... 2018

\_\_\_\_\_  
**Purchaser's solicitor Signature**

\_\_\_\_\_  
**Purchaser's solicitor Name**

## SPECIAL CONDITIONS

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## 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 buildings or lot in accordance with regulations under the Environmental Planning and Assessment Act 1979. It is an offence to remove or interfere with a smoke or heat alarm. Penalties apply.

### SPECIAL CONDITIONS

#### 31. AMENDMENTS TO PRINTED CLAUSES

The printed form of this Contract shall be deemed to be amended by:-

- 31.1 deleting clause 5.2.3 ;
- 31.2 delete clause 4.3;
- 31.3 substituting in clause 7.1.1 "\$1" in place of "5% of the price";
- 31.4 substituting in clause 7.1.3 the words "14 days" with the words "7 days".
- 31.5 substituting in clause 7.2.1 the amount "10%" with the amount "1%".
- 31.6 deleting in clause 7.2.4 the words "and the costs of the purchaser";
- 31.7 deleting in clause 8.1 on "reasonable grounds" ;
- 31.8 adding in clause 10.1 to the first line the words "or delays completion" after the word "terminate".
- 31.9 Deleting in clause 10.1.8 "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 31.10 Deleting in clause 10.1.9 substance" and "disclosed" and Insert in lieu respectively "existence" and "noted".
- 31.11 Adding in clause 10.2 after the word "rescind" the words "requisition, claim".
- 31.12 Delete clause 11.
- 31.13 Delete clause 12.
- 31.14 Delete clause 13.8;
- 31.15 Deleting in clause 14.4.2 and replace with the following clause: "on the amount of land tax paid or payable by the vendor (or by a predecessor in title) as assessed by the Office of State Revenue on the taxable value of the land".
- 31.16 Deleting from clause 16.5 the words "plus another 20% of that fee";
- 31.17 deleting from clause 16.8 "\$10" and substitute with "\$5"; and
- 31.18 amending in clause 23.2 by adding after the words "normal operating expenses" with the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation".
- 31.19 Replace 1% with 5% from clause 23.9.1.
- 31.20 Delete clause 23.9.3.
- 31.21 Delete clause 23.14.
- 31.22 Delete clause 23.18.2.
- 31.23 Delete clause 24.1.
- 31.24 substituting in clause 25.2 "within a reasonable time" for the words "7 days".
- 31.25 Delete clause 30.

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**32. GENERAL**

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- 32.1 These special conditions shall prevail in any conflict between these special conditions and the printed clauses of this contract.
- 32.2 Headings and marginal notes have been inserted into these further clauses for guidance only and do not form part of this Contract and do not affect the interpretation of this document.
- 32.3 Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.
- 32.4 Each Clause and Sub-clause of this Contract shall be severable from each other Clause and Sub-clause and the invalidity or unenforceability of any Clause or Sub-clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other Clause or Sub-clause.
- 32.5 The Purchaser will, on exchange of this Contract, furnish the Vendor with a validly executed Certificate pursuant to Section 66W of the Conveyancing Act.
- 32.6 Notwithstanding anything contained in the printed clause of the contract, completion of this Contract will not be conditional or dependent upon any matter whatsoever unless it is contained or disclosed as a special condition in this contract.

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**33 ALTERATIONS TO CONTRACT**

---

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the completion of this Contract to make alterations to this Contract including the addition of annexures and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

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**34 REAL ESTATE AGENT**

---

- 34.1 The Purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates warrant that he/she/it was not introduced to the Vendor or the property by or through any agent other than the agent (if any) named on the front page of this Contract.
- 34.2 The Purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates agree to indemnify and keep indemnified the Vendor against any claim or claims by any agent or other person for commission or otherwise in respect of the sale which forms a breach of the Purchaser's warranty.
- 34.3 Rights under this clause shall not merge on completion.

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**35 DEATH, MENTAL ILLNESS, BANKRUPTCY, LIQUIDATION ETC.**

---

- 35.1 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this clause not been included herein. Should the purchaser (or any one or more of them, if a party consists of more than one), prior to completion.
- 35.2 Die or become mentally ill, then the Vendor may rescind this contract by notice in writing forwarded to the Solicitor named in this contract as the Solicitor for the Purchaser and the provisions of clause 19 of the contract shall apply; or
- 35.3 Be declared bankrupt or enter in to any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a summons for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Act 2001, or should any liquidator, receiver or official manager appointed in respect of the Purchaser, then the purchaser shall be deemed to be in default of this contract.



**36 PAROL EVIDENCE RULE**

---

- 36.1 The Purchaser acknowledges and agrees that the provisions of this Contract for Sale constitute the full and complete agreement and understanding between the parties and that there is no other, understanding, agreement warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract for Sale or binding on the parties hereto with respect to any of the matters to which this Contract for Sale, relates.
- 36.2 The Purchaser acknowledges and agrees that he/she/it does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.
- 36.3 The Vendor shall not be bound by any information or particulars contained (in any advertisement or in any lithograph or pamphlets or any plan issued or exhibited prior to or at the time of sale and the Purchaser acknowledges and agrees that he shall not by reason of any discrepancy or misdirection therein make any requisitions, claim or demand.
- 36.4 This clause shall not merge on completion.

**37 NO RIGHTS TO DAMAGES**

---

- 37.1 Notwithstanding anything to the contrary in this contract or at law or in equity, in the event that the vendor is for any reason whatsoever unable to perform any of its obligations pursuant to the terms of this contract, the purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to enforce any other remedies at law or in equity against the vendor and the purchaser's only remedy in such event will be to terminate the contract.
- 37.2 If the contract is validly terminated by the purchaser as a result of the default of the vendor, all monies paid under this contract shall be refunded to the purchaser without interest, costs or damages and the same shall be accepted by the purchaser in full and final satisfaction of all and any claims.
- 37.3 This clause shall not merge on completion.

**38 SEVERANCE**

---

- 38.1 This contract is subject to the rights of the purchaser under Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 ("Regulatory Legislation").
- 38.2 If any provision of this contract has or purports to have the effect of excluding, modifying or restricting the operation of the Regulatory Legislation then this contract must be read and construed as if that provision were severed from it.

**39 INSPECTION AND CONDITION OF PROPERTY**

---

- 39.1 The Purchaser acknowledges and agrees that he has relied entirely upon his own enquiries relating to and the inspection of the property the improvements thereon and any inclusions included in this Contract and that he accepts the property, the improvements thereon and any inclusions included in this Contract in their present condition and state of repair (subject to fair wear and tear prior to completion) and including any defects whether latent or patent.
- 39.2 The Purchaser warrants to the Vendor that it has inspected the property and has made all prudent enquiries in respect of the property and the condition of the property.
- 39.3 The Purchaser is not entitled to call upon the Vendor to carry out any works or repairs whatsoever in relation to the property the improvements thereon and any inclusions.
- 39.4 Title to the inclusions shall only pass on completion of this Contract and the Vendor shall not be required to give formal delivery thereof.
- 39.5 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this clause.

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**40 NO WARRANTY BY VENDOR AS TO USE AND THE PROPERTY**

---

- 40.1 The purchaser warrants to the vendor that it has satisfied itself on all matters relating to the use of the property because the vendor gives no warranty as to the use to which the property may be put to.
- 40.2 The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or any other authority relating to the property.
- 40.3 If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Consent, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.
- 40.4 The Purchaser will take title and complete this contract subject to any sewer, the existence of which is specifically disclosed in this contract and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 40.5 The Purchaser will make no objection requisition or claim for compensation if the sewer so disclosed passes through or penetrates the subject property or passes under any building or other structure erected on the subject property;
- 40.6 The Purchaser will make no objection requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary except as specifically disclosed in this contract;
- 40.7 The Purchaser will make no objection requisition or claim for compensation if there is any encroachment by or upon the subject property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder, provided that any such encroachment or non-compliance is specifically disclosed in this contract.

---

**41 BUILDING CERTIFICATE**

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- 41.1 If the purchaser desirous of obtaining a building certificate, the purchaser will apply for same at the purchaser's own expense.
- 41.2 Despite anything contained in this contract or any rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property not to make an application for or do anything towards obtaining a building certificate pursuant to section 149E of the Environmental Planning and Assessment Act ("The Building Certificate").
- 41.3 In the event the vendor is required to carry out any works as a result of the purchaser applying for a building certificate from the local council and the vendor refuses to carry out such works the purchaser's only remedy shall be that the purchaser shall be entitled to rescind this contract and obtain a full refund of the deposit.

---

**42 FENCES**

---

- 42.1 The purchaser may not make a claim or requisition or delay completion:
  - 42.1.1 if any of the fences or walls on or surrounding the property are not on the correct boundary; or
  - 42.1.2 as to the nature or state of repair of any fence or wall; or
  - 42.1.3 if there are no fences or if any fence is a give and take fence; or
  - 42.1.4 If a swimming pool, as defined in the Swimming Pools Act 1992, is not fenced as required by law.

---

**43 SWIMMING POOL**

---

- If the property includes a swimming pool, the purchaser cannot make any requisition or claim in respect of:
- 43.1 the swimming pool at the property;
  - 43.2 the fences, windows, doors and gates around the swimming pool or at the property;
  - 43.3 any absence of fences, windows, doors or gates; or

44 PURCHASER'S FINANCE AND WARRANTY

46 DEPOSIT AND REDUCED DEPOSIT

## 46 PAYMENT OF DEPOSIT BY BOND

46.5.1 terminate this contract and forfeit the Bond; or

46.5.2 treat the non-compliance as a deemed failure to pay the deposit.

#### **47 NOTICE TO COMPLETE**

---

- 47.1 If completion has not taken place on or before the due date then either party shall be entitled to serve upon the other a Notice to Complete requiring completion not less than **fourteen (14) days** after the date of such notice calculated exclusive of the date of service but inclusive of the completion date and providing on the last day of the Notice a time between 10.00 am and 4.00 pm and making time of the essence of the Contract.
- 47.2 It is hereby acknowledged and declared between the parties that the time period specified in the Notice to Complete referred to in this clause shall be adequate and sufficient for all purposes both at law and in equity.
- 47.3 Despite any other provision contained in this contract, if the purchaser fails to complete this contract and a notice to complete is served by the vendor's solicitor then the purchaser shall be liable for the vendor's legal costs for the preparation and service of the notice to complete in the agreed sum of **\$385.00** (inclusive of GST).
- 47.4 The purchaser acknowledges that payment of the sum in clause 47.3 is to be paid on or before completion and is an essential term and condition of this contract.
- 47.5 The Vendor shall not be required to complete unless payment is made on or before settlement.

#### **48 INTEREST FOR LATE COMPLETION**

---

- 48.1 The Purchaser covenants and agrees if for any reason whatsoever not attributable to the default of the Vendor this Contract shall not be completed on or before the completion date the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this Contract or otherwise pay to the Vendor interest on any monies then remaining owing under this Contract at the rate of **ten percent (10%) per annum** calculated on a daily basis for the period commencing on and including the completion date until the date of payment to the Vendor, both dates inclusive and continuing up to and including the date of completion.
- 48.2 Any such Interest shall be in addition to any other monies payable under this Contract.
- 48.3 Any such interest referred to in Clause 48.1 above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement against the Purchaser (and where there is more than one Purchaser against the Purchasers separately and together) and collection of payment and shall be payable by the Purchaser to the Vendor upon completion.
- 48.4 The Vendor shall not be required to complete unless payment is made on or before settlement.
- 48.5 It is agreed that any amount payable under this clause is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

#### **49 ENCUMBRANCES**

---

- 49.1 The Purchaser agrees that he shall not be entitled to make or take any objection requisition or claim whatsoever regarding any mortgage, caveat, or land tax charge affecting the property at or prior to completion and will upon completion, accept a duly executed Discharge of Mortgage, Withdrawal of Caveat in registrable form of any such mortgage or caveat as may be applicable and/or a clear land tax certificate in full satisfaction of the vendor's obligations to give to the purchaser an unencumbered legal title to the property on completion. Without prejudice to the generality of the foregoing, the purchaser agrees that:
- (i) the purchaser shall not be entitled to delay completion of this contract on the basis that at the time stipulated for completion, any such mortgage or caveat or land tax charge continues to affect the property; and
  - (ii) the purchaser shall not be entitled to deny the validity of a Notice to Complete served pursuant to this contract on the basis that such mortgage or caveat or land tax charge continued to affect the property at the time when the Notice to Complete was served.
- 49.2 The Vendor shall allow the purchaser to deduct from the balance of price payable on completion, an amount equivalent to the registration fee(s) payable to the Land Titles Office on any such Discharge of Mortgage, Withdrawal of Caveat or both as may be applicable.

49.3 In consideration of the agreement as contained in the Contract for Sale of Land by the vendor to sell the property to the purchaser, the purchaser agrees that after completion of this contract he shall promptly attend to registration at the Land Titles Office of any such Discharge of Mortgage, Withdrawal of Caveat and/or the assurance of or relating to the property.

49.4 The requirement to register documents at the Land Titles Office shall not merge upon completion of this Contract for the Sale of Land.

**50 CAVEAT**

---

The Purchaser shall not lodge a caveat over the property prior to completion of this contract.

**51 REQUISITIONS ON TITLE**

---

The Purchaser acknowledges that the form of requisitions on title the Purchaser is entitled to raise pursuant to Clause 5 will be in the form of the requisitions on title annexed hereto.

**52 SURVEY REPORT**

---

52.1 The vendor makes no warranty as to the accuracy or completeness of any survey report.

52.2 The purchaser acknowledges that anything disclosed in the survey is both specifically disclosed and clearly described in this contract.

52.3 The purchaser acknowledges and agrees that the survey may not reveal the current state of improvements on the property and that the purchaser has, relied upon his own inspection and inquiries in relation to the survey and improvements.

52.4 The Vendor may not possess the original survey and, if not, the Purchaser may not require production of the original.

52.5 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out of the survey or this clause.

**53 TENANCIES (IF APPLICABLE)**

---

53.1 If the property is sold subject to any tenancy residential or commercial, the purchaser cannot make a claim, claim for compensation or raise a requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.

53.2 The vendor does not warrant that any lease will be in force at the completion date.

53.3 The purchaser has satisfied itself about any existing lease or tenancy and has sought relevant legal and financial advice in respect to each lease attached to the contract.

53.4 Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion rescind or terminate in relation to any such items.

53.5 The purchaser agrees and acknowledges that the vendor may before completion:-

53.5.1 Lawfully terminate any leases or tenancy agreements.

53.5.2 Accept surrender of leases or tenancy agreements; or

53.5.3 With the consent of the purchaser enter into new leases or tenancy agreements.

53.6 The purchaser cannot insist on the Vendor to:-

53.6.1 Remove any expired, surrendered or terminated leases from the certificate of title.

53.6.2 Provide the originals of any registered leases not in the vendor's possession.

53.6.3 Stamp or register any leases before completion.

53.7 If any lease is not stamped or registered at completion (and is required to be registered by law or by a tenant), the vendor will allow on completion (as an adjustment) the relevant amounts for stamp duty or registration fees (as the case may be) if the vendor has received the amounts from the tenant.

53.8 Subject to clause 53.7, the purchaser undertakes to:-

53.8.1 Procure the stamping and registration of the leases within any statutory time limits; and

53.8.2 Return a stamped and registered lease to the relevant tenant.

53.9 The Purchaser agrees to indemnify the vendor for and against any claims, damages, and costs arising from any failure to stamp or register a lease.

53.10 The purchaser cannot make any requisition, objection or claim; or rescind, terminate or delay completion of this contract by reason of any of the above matters under this clause 53.

#### **54 ADJUSTMENT OF LEASE PAYMENTS**

---

54.1 Rent and outgoings paid in advance by a tenant will be adjusted between the vendor and the purchaser on completion.

54.2 Rent and outgoings not paid and in arrears of the payment of rent by a tenant will be treated as if the amounts were paid for and will also be adjusted between the vendor and the purchaser as paid on completion and an adjustment will be paid to the vendor.

54.3 The purchaser retains rights to recover from and institute legal proceedings against a tenant and/or guarantor under a lease in respect of any monies payable to the vendor and in arrears up to completion.

54.4 This clause will not merge on completion.

#### **55 BUILDING MATERIALS, CLEANING, WASTE AND RUBBISH**

---

55.1 The Purchaser agrees that the Vendor is not obliged to remove or pay for the removal of any building materials, vegetation, personal belongings, waste or rubbish owned and left behind by the vendor or any collection of items or materials which were present on the property at the time of exchange or completion, whether stored in or under the house or on the property in any manner whatsoever, other than as may be specified as exclusions herein and the Purchaser will make no objection or claim for compensation or delay completion in relation thereto.

55.2 Even though the vendor will use its best endeavours to ensure the property is left in a clean state, the purchaser shall not be entitled to and shall not make any requisition, claim for compensation, delay completion, rescind or terminate the contract with respect to the cleanliness of the entire property and the matters referred to in or arising out of this clause or any item, building material, vegetation, personal belongings, waste or rubbish left behind when a final inspection is undertaken by the purchaser.

55.3 This clause shall not merge on completion.

#### **56 NOTICES**

---

56.1 In addition to the provisions of Clause 20.6 of this Contract, service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party if sent to that party or party's solicitor by delivery, document exchange system, prepaid post facsimile and such service of any notice or document shall be deemed to have been served on that party personally.

56.2 Subject to Clause 20.6 of this Contract, all notices or documents will be deemed to have been duly given or sent:

(a) if delivered, upon delivery;

(b) if sent by prepaid letter, upon the second Business Day after the date upon which it was posted; and

- (c) if sent by facsimile transmission the next business day after it is sent by facsimile transmission except where the sending party's transmission indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete malfunctioned or corrupted transmission in which case facsimile transmission will be deemed not to have been given or made.

56.3 The parties agree that in any notice given to the other party a period of fourteen (14) days shall be agreed to be reasonable notice and in this respect time shall be and shall be deemed to be of the essence of the contract.

## **57 GOODS & SERVICES TAX**

---

**57.1 If this contract says that the Premises is eligible Residential Premises then this clause shall apply:-**

**57.1.1 In this clause:**

The "Act" means the Act entitled "A new Tax System (Goods and Services Tax) Act 1999" as amended from time to time or any act passed in substitution for or replacement of that act; and Expressions and words defined in the Act and used in this Clause have the meanings defined in the Act.

57.1.2 The purchaser warrants that it will use the property predominantly for residential accommodation after completion.

57.1.3 The Purchaser indemnifies the vendor for loss, damage, expense, taxes, fines and penalties incurred by the vendor including GST as a result of the breach of the warranty in sub-clause 57.1.2.

57.1.4 This clause will not merge on completion.

**57.2 If this contract says that the Premises is a sale of a Taxable Supply then this clause shall apply:-**

57.2.1 This clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST Information" boxes appearing on page 1 of the printed form of contract have been marked or not.

57.2.2 The purchase price does not include any Goods and Services tax ("GST").

57.2.3 If the property referred to herein represents a taxable supply in respect of which the Vendor will be liable to pay GST, then in addition to the purchase price hereinbefore mentioned, the Purchaser shall on or after completion, pay to the Vendor that additional sum which is equal to ten percent (10%) of the aforementioned purchase price representing the amount of GST payable by the Vendor as a result of the terms of this Contract together with any accrued interest. The Vendor shall deliver to the Purchaser on settlement a tax invoice in respect of this additional payment.

57.2.4 The Purchaser and Vendor acknowledge and agree that any GST payable shall be calculated under the General (Ordinary) method.

57.2.5 Notwithstanding anything else contained herein, it is further agreed that if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this contract for sale, the purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.

57.2.6 This Clause shall not merge on completion.

**57.3 If this contract says that the Premises is a sale of a Going Concern then this clause shall apply:-**

57.3.1 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".

57.3.2 The Purchaser warrants to the Vendor that the Purchaser is registered or required to be registered under that Act.

57.3.3 The Vendor warrants to the Purchaser that the property comprises all things that are necessary for the continued operation of the enterprise conducted by the Vendor on the property.

57.3.4 The Vendor covenants with the Purchaser that the Vendor will carry on that enterprise until completion.

57.3.5 The Vendor and the Purchaser agree that, for the purposes of the Act, the supply pursuant to this contract is of a going concern.

57.3.6 Notwithstanding clause 57.3.5 above, if the vendor serves a letter from the Australian Taxation Office stating that the vendor has to pay GST on the price, the purchaser promises to indemnify the vendor and the purchaser must pay on demand to the vendor the sum of 10% of the price, interest and the vendor's legal costs.

57.3.7 This clause shall not merge on completion.

**57.4 If this contract says that the sale is not a taxable supply because the sale is by a vendor who is neither registered for GST nor required to be registered for GST then this clause shall apply:-**

57.4.1. This clause shall apply notwithstanding anything else herein if the vendor is neither registered nor required to be registered for GST however if the vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this contract for sale, the purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.

57.4.2 This clause shall not merge on completion.

**57.5 If this contract says that the sale is not a taxable supply because the sale is a GST taxable supply and the margin scheme will be used in making the taxable supply then this clause shall apply:-**

57.5.1. This clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of contract have been marked or not.

57.5.2 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".

57.5.3 The Purchaser warrants to the Vendor that the property will be used by the Purchaser predominantly for residential accommodation within the meaning of the Act.

57.5.4 If the property referred to herein represents a taxable supply in respect of which the Vendor is and will be liable to pay GST then the Purchaser acknowledges and agrees that If GST becomes payable on or after completion then the following clauses will apply:

- (a) the Vendor is registered or required to be registered under A New Tax System (Goods and Services Tax) Act 1999; and
- (b) the Vendor has chosen in those circumstances to apply the margin scheme in relation to the supply to the Purchaser pursuant to this Contract.
- (c) the vendor is responsible for the payment of the GST under the margin scheme.
- (d) the price includes GST.
- (e)

57.6 This Clause shall not merge on completion.

---

**58 ANY DELAY IN SETTLEMENT**

58.1 If settlement of this matter does not take place at the time first appointed ("the settlement date"), due to the fault of the purchaser or its mortgagee, then the purchaser shall pay all the fees and charges including any agent fees and re-certification fees incurred by the vendor or its mortgagee and including its solicitors fees and charges in relation to any re-arrangement and attending of settlement

58.2 The Vendor shall not be required to complete unless payment is made on or before settlement.

---

**59 SERVICES**

59.1 The Purchaser must not make any objection, requisition claim for compensation in respect of:

- 59.1.1 The nature, location, availability or non-availability of any services to the Property;
- 59.1.2 The property being subject to any service or mains, pipes or connections for any service;
- 59.1.3 The property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- 59.1.4 Any defects in any service to the property;
- 59.1.5 Any underground or surface stormwater drain passing through under or over the property; or
- 59.1.6 Any manhole or vent on the property.

---

**60 ERROR IN ADJUSTMENT OF OUTGOINGS**

60.1 The Vendor and the Purchaser agree that if on completion any apportionment or adjustment of any outgoing required to be made under this contract is overlooked or is incorrectly calculated, the Vendor or Purchaser will forthwith upon being so requested by the other make the correct calculation and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within seven (7) days upon being requested to do so in writing.



60.2 This condition shall not merge on completion.

#### 61 IF PURCHASER IS A COMPANY

---

61.1 If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract:-

61.1.1 Jointly and separately guarantee all obligations of the purchaser under this agreement including payment of the purchase price.

61.1.2 Jointly and separately indemnify the vendor in respect of any default of the purchaser under this agreement.

#### 62 CONFIDENTIALITY

---

62.1 The parties acknowledge that the terms and conditions of, and the identity of the parties to, this contract are strictly confidential.

62.2 Except as stated in this contract, each party must not and must not permit any of its officers, employees, agents, contractors or related persons to disclose any confidential information to any person, other than its professional advisers or as required by law, without the prior written consent of the party to whom the confidential information relates.

#### 63 GUARANTEE

---

The word "guarantor" in this contract means.....

(Full Name)

of .....

(Address)

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

63.1.1 payment of all money payable by the purchaser under this Contract; and

63.1.2 the performance of all of the purchaser's other obligations under this Contract.

63.2 The guarantor:

63.2.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under his Contract; and

63.2.2 must pay on demand any money due to the vendor under this indemnity.

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

63.3.1 the performance by the purchaser of its obligations under this Contract; and

63.3.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.

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

63.3.4 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.

63.4 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

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

63.4.2 the release or discharge of any person;

63.4.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

63.4.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;

- 63.4.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 63.4.6 the winding up of the purchaser.
- 63.4.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the vendor and the guarantor.

**SIGNED SEALED & DELIVERED BY**  
In the presence of:

)  
)

Signature of Guarantors

Signature of Witness

Print Name of Guarantor

Date

Print Name of Witness

#### **64 ENVIRONMENTAL LIABILITY**

- 64.1 No representation or warranty is given in relation to:
- 64.1.1 Any activity(ies) on or prior to Completion;
  - 64.1.2 the existence or extent of contamination emanating from, on, in, under or over the property or any affected land;
  - 64.1.3 the status of compliance with Environmental laws applicable (now or after completion) with respect to the property or any affected land;
  - 64.1.4 liabilities of any activity or contamination on or prior to completion with respect to the property or any affected land; or
  - 64.1.5 the extent to which the property or any affected land is the subject of or cause of environmental harm.
- 64.2 The purchaser has made such inspections and enquiries and has, to the extent required, effected such tests as it requires to satisfy itself in relation to all issues in relation to the Environment in connection with the property or any activity, the status of compliance with the Environmental laws and the condition of the property or any affected land including the existence and extent of contamination.
- 64.3 Subject to the terms of this contract, on and from completion the purchaser shall assume all responsibility and liability for and associated with all contaminants in, on or under the property or any affected land and any improvements on it including full responsibility for compliance with and liability under all environmental laws.
- 64.4 from completion the purchaser shall indemnify the vendor on demand from and against all:
- 64.4.1 Environmental liability;
  - 64.4.2 Liability or cost suffered or incurred by the vendor in respect of any default by the purchaser under clause 64.3;
  - 64.4.3 Liability or cost suffered or incurred by the vendor in respect of any;
    - (a) Direction, notice or order given or made under the Environmental law;
    - (b) Breach of an Environmental Law;
    - (c) Claim in respect of Contamination of or from the Property or any affected land.
- 64.5 Clause 64 does not merge on completion.

#### **65 PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**

The Vendor discloses and the Purchaser acknowledges that on completion the Vendor may be subject to charges or notifications under PPSA. The Purchaser cannot require the Vendor to take any action in relation to such charge or notification. The Vendor may, in addition to the discharge of any mortgage noted on this title, procure a letter from the mortgagee to the effect that following completion of the contract, the mortgagee will have no further interest in the property under any charge or notification under the PPSA.

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**66 CONDITIONS OF SALE BY AUCTION (IF APPLICABLE)**

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If the property is or is intended to be sold at auction: *Bidders Record* means that Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

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

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

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

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

---

**67 LAND TAX**

---

67.1 The purchaser acknowledges that if the Land Tax Section 47 Certificate shows that there is land tax owing on the property the vendor will either provide a clear Section 47 Land Tax Certificate on or before settlement.

67.2 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this clause.

---

**68 ALTERATIONS TO CONTRACT**

---

In this Contract, a reference to a document, information, matter or thing having been disclosed to the purchaser includes anything which has been provided to or made available for inspection by the Purchaser, whether or not the Purchaser has actually inspected or examined the relevant document, information, matter or thing.

---

**69 FIRB APPROVAL**

---

69.1 The purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board to the Purchase of the Property.

69.2 In the event of any breach of the said warranty the Purchaser hereby indemnifies the Vendor from and against any loss, damage, penalty, fine, expense and cost which the Vendor may suffer or incur as a result of such breach of warranty.

---

**70 INCLUSIONS**

---

70.1 Subject to condition 70.2, any fixtures, fittings, plant and equipment that are included in the sale become the property of the Purchaser and are sold on a "walk in, walk out" basis.

70.2 The vendor is not responsible for loss or breakdown of, or damage or fair wear and tear, occurring after the date of this contract in respect of the said plant, equipment or any Inclusions.

70.3 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out of this clause.

---

**71 CAVEATS**

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71.1 If the vendor is prevented from completing this contract by the completion date for any reason including obtaining a withdrawal of caveat (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply.

71.2 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 71:

- (a) Will not be a breach of this contract for the purposes of clause 19.2.3; and

(b) The purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to clause 71.1.

71.3 This Clause shall not merge on completion.

## **72 COMPLETION DATE**

---

Completion of this contract will be three (3) months from the contract date, with a provision for an earlier settlement at the discretion of the vendor giving notice of fourteen (14) days' notice in writing to the purchaser that the vendor is in a position to settle.

### **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.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP78771

SEARCH DATE	TIME	EDITION NO	DATE
17/5/2018	9:17 AM	4	2/2/2016

## LAND

LOT 1 IN STRATA PLAN 78771  
AT MIRANDA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

## FIRST SCHEDULE

JAMES SEBASTIAN CHAPPELOW

(T AK187816)

## SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP78771
- 2 AK187817 MORTGAGE TO WESTPAC BANKING CORPORATION

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

18/32664

PRINTED ON 17/5/2018

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



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP78771

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2018	3:29 PM	3	12/6/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 78771  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP78771

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 78771  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- WHELAN PROPERTY GROUP  
PO BOX 75  
STRAWBERRY HILLS 2012

## SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 D432571 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 4 DP643706 EASEMENT TO DRAIN WATER 1 METRE WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 9 IN DP24579 AS SHOWN IN DP643706
- 5 SP78771 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 6 SP78771 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 AH792830 CHANGE OF BY-LAWS .

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 681)

### STRATA PLAN 78771

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 60	2	- 63	3	- 63	4	- 60
5	- 59	6	- 63	7	- 63	8	- 59
9	- 59	10	- 63	11	- 69		

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 21/5/2018

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP78771

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

18/32664

PRINTED ON 21/5/2018

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Received: 21/05/2018 15:29:00

**WARNING: OILS AND GREASES WILL LEAD TO REJECTION**

### SURVEYORS CERTIFICATE

L. JOHN ROBERT LOWE  
of John Lowe and Associates Liverpool Pty Ltd  
a company registered under the Companies Act 2002, hereby  
certify that:

PLAN OF SUBDIVISION OVER LOT 56 IN DP 1092195

SP78771

OFFICE USE ONLY

Registered  19.04.2007

Purpose STRATA PLAN

Ref. Map 20930-71

Last Name: DP 1092195

## THE OWNERS

Name of, and address for  
services of notices on, the  
owners corporation

Address required on original street plan only.

MIRANDA 2228

FOR LOCATION PLAN SEE SHEET 2  
Signatures, seals and statements of intention to create  
essence, restrictions on use and positive covenants

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT, 1919-64  
AND SECTION 7 (3) OF THE STRATA SCHEMES  
(FREEDHOLD DEVELOPMENT) ACT 1973.

IT IS INTENDED TO CREATE :

### 1.) POSITIVE COVENANT

## 2.) POSITIVE COVENANT

SEE SHEET TWO FOR  
SIGNATURES AND SEALS  
OF MORTGAGEE AND  
REGISTERED PROPRIETORS

### SCHEDULE OF UNIT ENROLLMENT

LOT No	ENTITLEMENT
1	60
2	63
3	63
4	60
5	59
6	63
7	63
8	59
9	59
10	63
11	69
TOTAL	681

[illegible]

*(S)* The survey information received in the accompanying location plan is accurate.

Signature \_\_\_\_\_ Date 12TH SEPTEMBER 2000

To Duly certify it is true,  
Signed whether dealing or plain, and given registered number,

THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS.

RESIDENTIAL

Shocks of law adopted for the same  
recap of Maine - Spoken for the  
Scales of By-laws in 11 sheets filed with plans  
Also by laws copy  
Strike out whichever is inapplicable



## SURVEYORS' CERTIFICATE

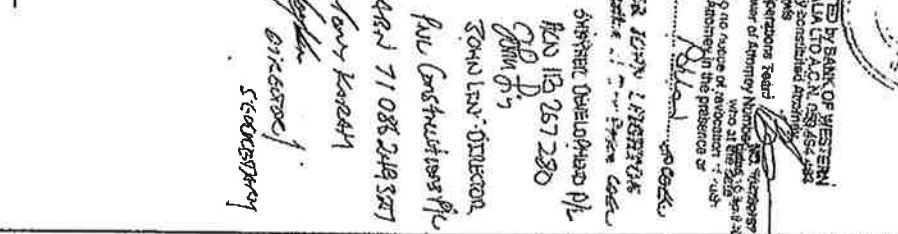
## SCHEDULE OF UNIT OBTAINMENT

**SURVEYOR'S REFERENCE: 84107**

SHIMMER DEVELOPMENTS PVT LTD  
RCN 113 267 280  
Jhu P's  
Sole  
ZOMI LTN  
Sawmery

SP78771

D - DETENTION TASK



2  
N  
---  
N  
G  
G  
G

**Lengths are in metres**

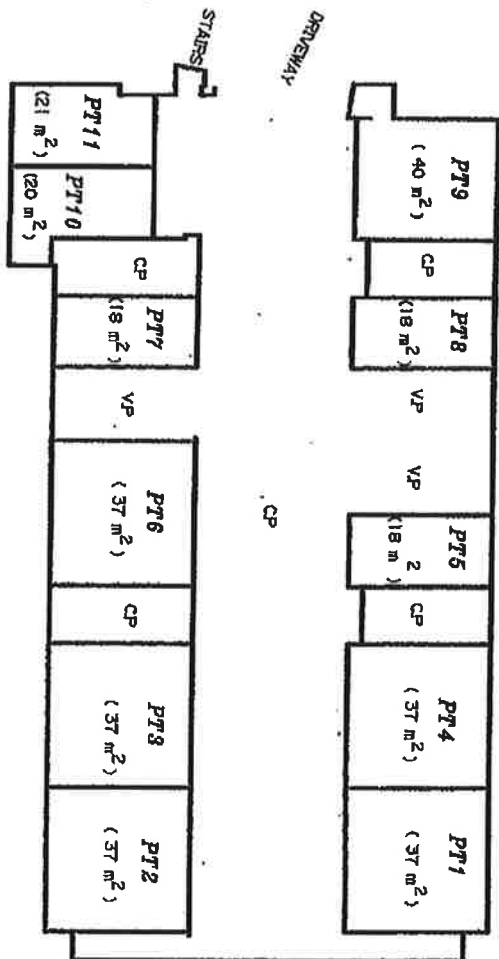
**Authorised Person/General Manager/Responsible Officer**

**SURVEYOR'S REFERENCE: 84107**

N.E.A.

THE GARAGE DOORS, MOTORS AND ALL ASSOCIATED FITTINGS  
ALL FORM PART OF THEIR RESPECTIVE LOT  
AND ARE NOT COMMON PROPERTY

VP - VISITOR PARKING - COMMON PROPERTY  
CP - COMMON PROPERTY



# BASEMENT - GARAGES

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person/Registered Surveyor/Registered Engineer

SURVEYORS REFERENCE: 84107

SP78771

NO NOTICE OF FURTHER WORK TO BE DONE AT THE DATE OF THE PRESENTATION OF THE PLAN TO THE SURVEYOR.

FOR THE ROBIN LEEFSTRA  
SUMMER DEVELOPMENT PT LTD  
NOV 13 2017 220

JOHN LEE DIRECTOR

PAUL GUNTERMAN AL  
NOV 13 2017 249 327

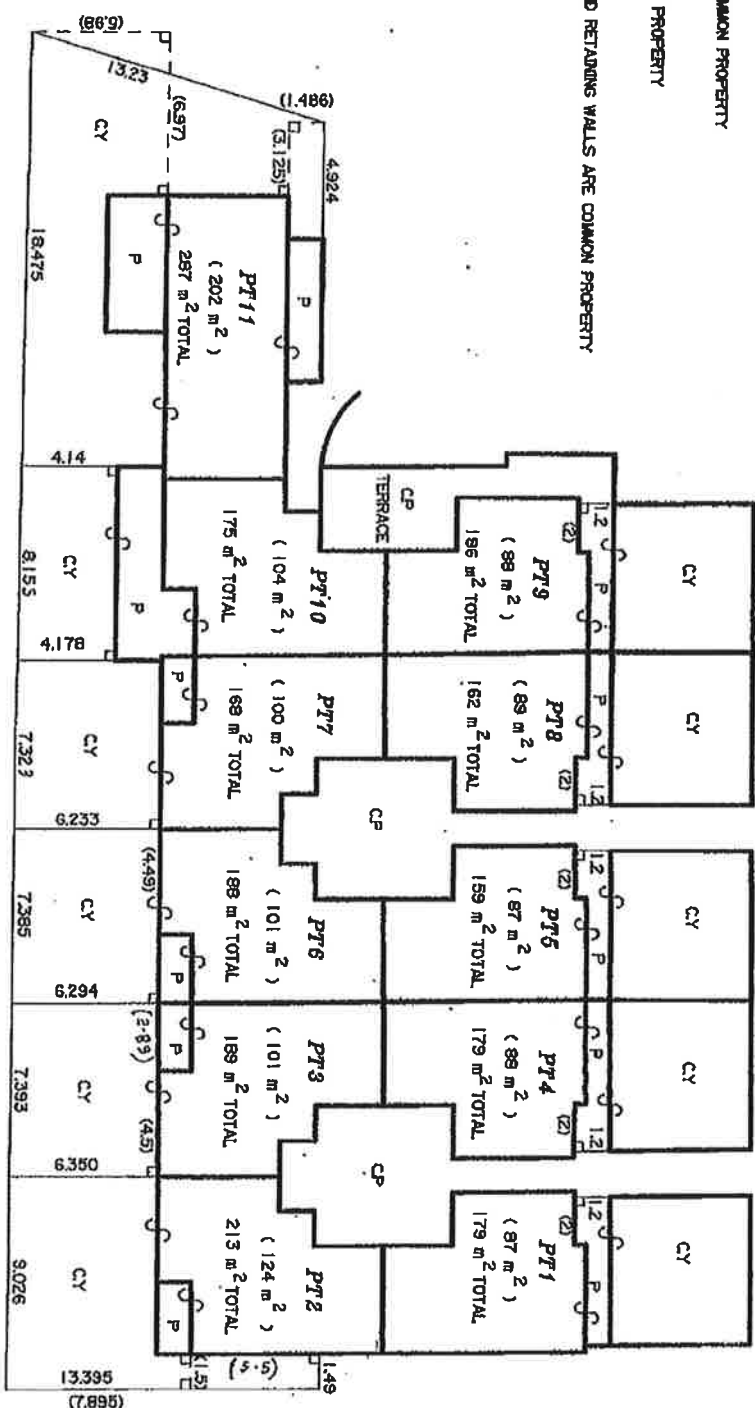
JOHN LEE DIRECTOR  
SECRETARY

P - PORCH - THE STRUTUM OF THE PORCH IS LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE PORCH EXCEPT WHERE COVERED

**TERACE IS COMMON PROPERTY**

CP - COMMON PROPERTY

**ALL FENCES AND RETAINING WALLS ARE COMMON PROPERTY**



**Y-D-N**

SP78771

GROUND FLOOR

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveys

~~Authorised Person/General Manager/Authorized Officer~~

**SURVEYOR'S REFERENCE: 84107**

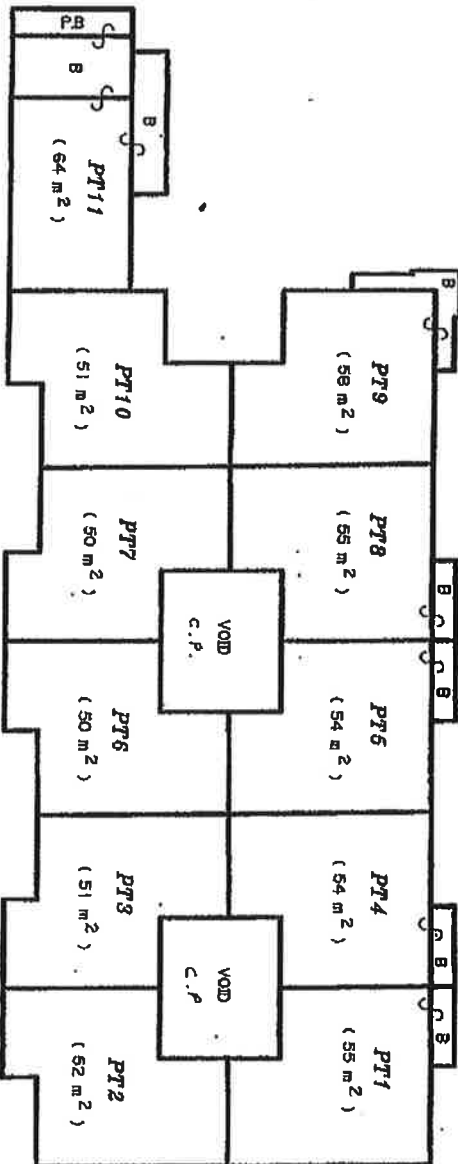
(7.895)

SHARPER DEVELOPMENT P/L  
ACU 113 267 280  
Judy  
SOLID LINE DIVISION  
PUL COMMUNICATIONS P/L  
APR 71 OCT 244 327  
New Lanark  
Discrete /  
SECRETARY

N.G.A

P.B - PLANTER BOX - THE STRATUM OF THE PLANTER BOX IS LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE PLANTER BOX EXCEPT WHERE COVERED

B - BALCONY - THE STRATUM OF THE BALCONY IS LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE BALCONY EXCEPT WHERE COVERED



FIRST FLOOR

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Authorized Officer

SURVEYORS REFERENCE: 94107

SP78771



STRATA PLAN FORM 2  
 by the Surveyors Association of Western Australia  
 under the Surveyors Act 1985  
 and the Strata Management Act 1985  
 and the Strata Management Regulations 1985

SURVEYED DEVELOPMENTS PR  
 RD 113 267 280 LD

SHOULDEN DIRECTOR

PAUL CONSTRUCTIONS P/L

10/06/2009 3:23

PAUL KIRAN  
 Director  
 Secretary

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88E Conveyancing Act 1919-64 and Section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

**SP78771**

(Sheet 1 of <sup>5</sup> sheets)

Plan of Subdivision over Lot 56  
in Deposited Plan 1092195 covered by  
Subdivision Certificate  
No. 06/0048

**Full name and address  
Of the owner of the land:**

PNL Constructions Pty Ltd  
Shayher Developments Pty Ltd  
1/292 Princes Hwy,  
Carss Park, NSW, 2221

**Full name and address  
Of the mortgagee:**

Bank Of Western Australia Limited

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive Covenant	Common Property	Sutherland Shire Council
2	Positive Covenant	Common Property	Sutherland Shire Council

**Part 2 (Terms)**

**TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

1. The proprietors of the Common Property hereby burdened with respect to the detention facility described in Plan No. 775-S1/4 dated 1-12-2005 (Council's file Reference: DA 03/1011 held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

- a) permit storm water to be temporarily detained in the detention facility.
- b) keep the detention facility clean and free from silt, rubbish and debris.
- c) maintain and repair the detention facility so that it functions in a safe and efficient manner.

Approved by Sutherland Shire Council

  
Authorised Person

**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88E Conveyancing Act 1919-64 and Section 7(3) of the Strata Schemes (Freehold Development) Act 1973.**

**SP78771**

<sup>5</sup>  
(Sheet 2 of 4 sheets)

Plan of Subdivision over Lot 56  
in Deposited Plan 1092195 covered by  
Subdivision Certificate  
No. 0610048.....

**Full name and address  
Of the owner of the land:**

PNL Constructions Pty Ltd  
Shayher Developments Pty Ltd  
1/292 Princes Hwy,  
Carss Park, NSW, 2221

**Full name and address  
Of the mortgagee:**

Bank Of Western Australia Limited

**Part 2 (Continued)**

- d) replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in the written notice issued by the Council.
- e) not make any alterations to detention facility or elements thereof without prior consent in writing of the Council.
- f) permit the Council or its authorised agent from time to time upon giving reasonable notice ( but at any time and without giving notice in the case of an emergency) to enter and inspect the land for compliance of the requirements of this clause.
- g) comply with the terms of any written notice issued by the Council in respect to the requirements of the clause within the time stated in the notice.

2. In the event of the proprietor/s failing to comply with the terms of any written notice served with respect to the matters in clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

3. In this covenant 'Council' means the Council of Sutherland Shire.

Approved by Sutherland Shire Council

  
Authorised Person

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88E Conveyancing Act 1919-64 and Section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

**SP78771**

(Sheet 3 of <sup>5</sup> sheets)

Plan of Subdivision over Lot 56  
in Deposited Plan 1092195 covered by  
Subdivision Certificate  
No. 0610048

**Full name and address  
Of the owner of the land:**

PNL Constructions Pty Ltd  
Shayher Developments Pty Ltd  
1/292 Princes Hwy,  
Carss Park, NSW, 2221

**Full name and address  
Of the mortgagee:**

Bank Of Western Australia Limited

**Part 2 (Continued)**

**TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.**

1. The proprietors of the Common Property hereby burdened with respect to the detention facility described in Plan No. 775-S1/4 dated 1-12-2005 (Council's file Reference: DA 03/1011 held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

a) contribute to the maintenance and repair of the detention facility.

b) contribute to the replacement, repair alteration and renewal of the whole or part of the detention facility, within Common Property and in the manner specified in a written notice issued by the Council.

c) comply with the terms of any written notice issued by the Council in respect to the requirements of the clause within the time stated in the notice.

2. In the event of the proprietor/s failing to comply with the terms of any written notice served with respect to the matters in clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

3. In this covenant 'Council' means the Council of Sutherland Shire.

Approved by Sutherland Shire Council

  
Authorised Person



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88E Conveyancing Act 1919-64 and Section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

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(Sheet 4 of <sup>5</sup> 4 sheets)

Plan of Subdivision over Lot 56  
in Deposited Plan 1092195 covered by  
Subdivision Certificate  
No. 0610048

**Full name and address  
Of the owner of the land:**

PNL Constructions Pty Ltd  
Shayher Developments Pty Ltd  
1/292 Princes Hwy,  
Carss Park, NSW, 2221

**Full name and address  
Of the mortgagee:**

Bank Of Western Australia Limited

**Part 2 (Continued)**

**NAME OF PERSON OR PERSONS** whose consent is required to release, vary or modify the easements numbered 1 and 2 in the plan:

**The Council Of Sutherland.**

*TONY KARAM*  
PNL Constructions Pty Ltd  
SOLE DIRECTOR/SECRETARY  
ABN 71 086249327

*W. Stevenson*  
Signature of Witness

**MEAGAN STEVENSON**  
Name of Witness (BLOCK LETTERS)

*John L. W.*  
Shayher Developments Pty Ltd  
John L. W. SOLE DIRECTOR/SECRETARY  
ACN 113 267 280

*W. Stevenson*  
Signature of Witness

**MEAGAN STEVENSON**  
Name of Witness (BLOCK LETTERS)

*[Signature]*  
Bank Of Western Australia Limited

*Maikel*  
Signature of Witness

**MARIA EE SHIH YINZ.**  
Name of Witness (BLOCK LETTERS)

Approved by Sutherland Shire Council

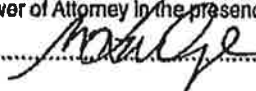
*[Signature]*  
Authorised Person

REGISTERED 19.04.2007

(SHEET 5 OF 5 SHEETS)

  
EXECUTED by BANK OF WESTERN  
AUSTRALIA LTD A.C.N. 050 494 454  
by its duly constituted Attorney  
Beverley Lewis  
Manager Operations Team

BK4305 N 959  
under Power of Attorney Number NO. 704709787 dated 10 April 2001  
hereof had no notice of revocation of such  
Power of Attorney in the presence of:

  
.....

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Michelle Winzer  
State Operations Manager

REGISTERED  19.04.2007

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## By-laws

8-12 Taylor Close, Miranda NSW 2228

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3. Vehicles
4. Obstruction to common property
5. Damage to lawns and plants on common property
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7. Behaviour of owners and occupiers
8. Children Playing on Common Property in building
9. Behaviour of Invitees
10. Depositing rubbish and other material on common property
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12. Cleaning windows and doors
13. Storage of inflammable liquids and other substances and materials
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15. Floor coverings
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17. Keeping of Animals
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22. Provision of amenity and services
23. Controls on hours of operation and use of facilities
24. Compliance with planning and other requirements
25. Services and Equipment
26. Locks

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---

## 1 Definitions and Interpretations for by-laws

---

In these by-laws, unless the context otherwise requires or permits:

- a) **Act** is the Strata Management Act 1996 (NSW) as amended from time to time.
- b) **Air Conditioning Equipment** means the air conditioning unit, motor, compressor, pipes, wiring, cabling and ducting that services an individual lot.
- c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- d) **Exhaust Fans** means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.
- e) **Hot Water Services** means the hot water unit, heating element, pipes, wiring, cabling and ducting that service an individual lot.
- f) **Lot** means any lot in the strata plan.
- g) **Owners** means the owner of the Lot.
- h) **Owners Corporation** means the owners corporation created by the registration of the strata plan.
- i) **Small dog** means a dog which at its full grown size will not exceed 15 kilos
- j) **Ventilation System** means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

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---

## 2 Noise

---

An owner or occupier of a lot must not create any noise on a lot or the property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

---

## 3 Vehicles

---

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

---

## 4 Obstruction of common property

---

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

---

## 5 Damage to lawns and plants on common property

---

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

---

## 6 Damage to common property

---

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) Subject to the conditions contained in by-law 29 (concerning locks), this by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or

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- (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

---

### 7 Behaviour of owners and occupiers

---

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

---

### 8 Children playing on common property in building

---

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

---

### 9 Behaviour of invitees

---

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

---

### 10 Depositing rubbish and other material on common property

---

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

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---

## 11 Drying of laundry items

---

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

---

## 12 Cleaning windows and doors

---

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

---

## 13 Storage of inflammable liquids and other substances and materials

---

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

---

## 14 Changes to floor coverings

---

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

---

## 15 Floor coverings

---

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

---

### 16 Garbage disposal

---

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and



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- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
  - (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
  - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

---

### 17 Keeping of animals

---

- (1) Subject to Section 49 (4) of the Act in subclause (1) an owner or occupier of a residential lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier of a lot must:-
  - (a) notify the Owners Corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

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---

### 18 Appearance of lot

---

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) Notwithstanding clause 1, an owner or occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.
- (3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

---

### 19 Change in use of lot to be notified

---

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

---

### 20 Preservation of fire safety

---

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

---

### 21 Prevention of hazards

---

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

---

### 22 Provision of amenities or services

---

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) security services
  - (b) promotional services
  - (c) commercial cleaning
  - (d) domestic services
  - (e) garbage disposal and recycling services,
  - (f) electricity, water or gas supply
  - (g) Telecommunication services (for example, cable television).

## SP78771

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### Note.

Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

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### 23 Controls on hours of operation and use of facilities

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- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

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### 24 Compliance with planning and other requirements

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- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) Notwithstanding by-law 23, the owners corporation cannot place further restrictions on the use of lots otherwise than as contemplated in any town planning instruments, Local Council order or restriction or any other legislative requirement.
- (3) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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### 25 Services and Equipment

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- (1) On the conditions set out in this By-Law, the owners for Lots shall have use and special privilege over the Air Conditioning Equipment, Hot Water Services, Ventilation Systems and Exhaust Fans which exclusively services their Lot:

## SP78771

(2) Each owner must, at the cost of the owner:

- (a) maintain, repair and, where necessary, replace the Air Conditioning Equipment, Hot Water Services, Ventilation Systems and Exhaust Fans which exclusively services their lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Equipment, Hot Water Services, Ventilation Systems and Exhaust Fans which exclusively services their lot;
- (c) comply with the requirements of Government Agencies about Air Conditioning Equipment, Hot Water Services, Ventilation Systems or Exhaust Fans.
- (d) repair damage caused to common property caused by exercising rights under this by-law; and
- (e) indemnify the owner's corporation against all claims and liability caused by exercising rights under this by-law.

(3) For the avoidance of doubt, the owners corporation is responsible for the cooling tower, water services and associated pipes, wiring, cabling and ducting that are within the common property and service more than one Lot.

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### 26 Locks

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(1) Owners and occupiers must maintain, renew, replace and repair locks, hinges and any other security devices installed in the unit entry doors, garage doors and letter boxes (and so much of the common property as is necessary) adjacent to the boundary of their respective lots.

(2) All locks, hinges and security devices maintained, renewed, replaced or repaired under this by-law must, where applicable:

comply with all fire safety laws and any other requirements relating to fire safety as determined by the owners corporation or other Authority; and

be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.

(3) Owners and occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

SP78771

(Sheet 11 of 11 Sheets)



EXECUTED by BANK OF WESTERN  
AUSTRALIA LTD A.C.N. 050 494 454  
by its duly constituted Attorney

Beverley Lewis

Manager Operations Team

NO. 704709787

under Power of Attorney Number dated 10 April 2001

BK4305 N° 959


who at the date  
hereof had no notice of revocation of such  
Power of Attorney in the presence of:

Alison Madonna Rice  
C.dec 85558

PNL CONSTRUCTIONS P/L

ABN 71 086 149 327

Tony Karam

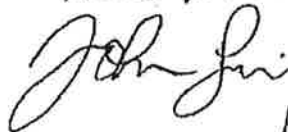
 Site/Manager/Secretary

Tony Karam

Shayher Developments P/L

John Lin

ACN 113 267 280



Sole Director/Secretary

REGISTERED



19.04.2007

NOV 13 11 23 AM '45

D432571

New South Wales.



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

**HOLT SUTHERLAND COMPANY (1933) LIMITED** (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon

In consideration of the sum of *Two hundred and one pounds two shillings and sixpence*, paid by *George Edmund Mackney* or *Miranda Mursenman* to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *George Edmund Mackney*

All the estate and interest of the registered Proprietor in fee simple in the surface of all that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *27th May 1935* Registered Vol. *224* fol. *25* and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *A115421* from the Holt Sutherland Estate Company Limited to *Joseph Watkins* And doth also transfer to the said *George Edmund Mackney* all the estate and interest of which is the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. *A115421* excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are herein after included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

28201

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said George Edmund Mackay may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. A 115421 to the extent only directed as intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50920 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this twentieth day of September 1945

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twentieth day of September 1945 and such Directors thereupon signed this Transfer in the presence of—

W. Shute  
Asst. Secretary.

Not done

Robert Simpson

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

SIGNED in my presence by the said George Edmund Mackay

personally known to me—

J. A. Bryce  
Clerk to Mr. Simpson  
Sydney

who is

G. Mackay

D432571

No.

Memorandum of Transfer of  
and Transfer of Lease of.

Lot 46 & 47 B.P. 7113.

James R. R.  
& President of  
at Miranda  
Chine Sutherland

Opening Office of Co. etc.

Lodged by

MINDEN, SIMPSON & Co.,  
SYDNEY.



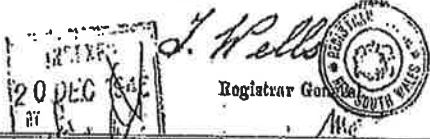
HOLT SUTHERLAND COMPANY (1933) LIMITED.

Transferrer.

14 George Edmund Mackay Transferee.

Particulars entered in the Register Book, Vol. 4934  
Folio 215 & Lease No. 50990

the 19<sup>th</sup> day of December, 1945  
at 12 minutes o'clock  
in the noon.



	DATE	INITIALS
SENT TO CHIEF CLERK	27/11/45	CC
NOTING IN RECORDS	27/11/45	CC
FILED IN INDEX	3.1.46	CC
FILED IN INDEX	10.1.46	CC
FILED IN INDEX	20.1.46	CC
FILED IN INDEX	30.1.46	CC
FILED IN INDEX	30.1.46	CC
FILED IN INDEX	11.2.46	CC
FILED IN INDEX	11.2.46	CC

5553 20

M.P.D.

DEALING TO FOLLOW



REGISTRATION OF THE NAME OF THE COMPANY AND THE NAME OF THE DIRECTOR TO BE  
REGISTERED IN THE REGISTER OF THE COMPANIES ACT 1947-1948 (Sheet 1 of 1 Sheet)

PART 1

Plan DP 643706

Plan of allotment of shares for 24579

Full name and address of the proprietor  
of the land

AGOSTINI PTY LIMITED

1. Name of the company or partnership  
directly referred to in the allotment  
plan.

Reference to Serial Number 1 of the  
plan.

SCHEDULE OF LOTS, ETC., REFERRED TO

Lot number	Lot, number, or authority referred to
9 DP 24579 (Vol. 12/24579)	10 DP 24579 (Vol. 12/24579)
	11 DP 24579 (Vol. 12/24579)
	12 DP 24579 (Vol. 12/24579)
	13 DP 24579 (Vol. 12/24579)
	14 DP 24579 (Vol. 12/24579)
	15 DP 24579 (Vol. 12/24579)

The company and of the company  
and the company has been referred  
by order of the Board of Directors  
in the presence of

*G. Agostini*  
Secretary




*G. Agostini*  
Director

REGISTERED  001461941

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day. 16th Nov. 1991



ENVIRONMENTAL AFFAIRS, 21-250

This negative is a photograph made as a record of a document in the custody of the Registrar General this day.



Form: 15CB  
Release: 3-2

## CHANGE OF BY-LAWS

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



AH792830G

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

(A) TORRENS TITLE	For the common property CP/SP78771	
(B) LODGED BY	Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75, Strawberry Hills, NSW 2012 PH: 9219 4111 Reference:
		CODE CB

- (C) The Owners-Strata Plan No. 78771 certify that pursuant to a resolution passed on 20 March 2013 and  
(D) in accordance with the provisions of No. 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. By law 17  
Added by-law No. By law 27  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

### Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.  
(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.



- (F) The common seal of the Owners-Strata Plan No. 78771 was affixed on 7 June 2013 in the presence of—

Signature(s):

Name(s): Christopher Whelan

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



## **Applicant:**

Ga Lawyers  
1/254 Kingsgrove Road  
KINGSGROVE NSW 2208

## **Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979**

Certificate no:	ePC:18/0279	Delivery option:	
Certificate date:	16/05/2018	Your reference:	18/32664

## **Property:**

Lot 1 S/P 78771  
1/8-12 Taylor Close MIRANDA NSW 2228

## **Zone:**

**Sutherland Shire Local Environmental Plan 2015**

**Zone R3 Medium Density Residential**

### **Notes:**

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

### **Disclaimer:**

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

---

**INFORMATION PURSUANT TO SECTION 10.7(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

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**1. Names of relevant instruments and DCPs**

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

**Sutherland Shire Local Environmental Plan 2015**

- \* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- \* SEPP (Building Sustainability Index: Basix) 2004
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Affordable Rental Housing) 2009
- \* SEPP No. 19 – Bushland in Urban Areas
- \* SEPP No. 21 – Caravan Parks
- \* SEPP No. 30 – Intensive Agriculture
- \* SEPP No. 33 – Hazardous and Offensive Development
- \* SEPP No. 50 – Canal Estates
- \* SEPP No. 55 – Remediation of Land
- \* SEPP No. 62 – Sustainable Aquaculture
- \* SEPP No. 64 – Advertising and Signage
- \* SEPP No. 65 – Design Quality of Residential Flat Development.
- \* State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
- \* SEPP (Housing for Seniors or People with a Disability) 2004:  
(Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
- \* State Environmental Planning Policy (Integration and Repeals) 2016
- \* SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- \* State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- \* SEPP (Infrastructure) 2007
- \* State Environmental Planning Policy (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- \* State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 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 consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R3 Medium Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care

centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

(d) Prohibited:

Any development not specified in item (b) or (c).

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

(g) Is the land in a conservation area?

No

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

There is no item of environmental heritage situated on the property.

**2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

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

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

### **3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) 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.

#### **Housing Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

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

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

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

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

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



(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal

protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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

## **5. Mine Subsidence**

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

No

## **6. Road Widening and Road Realignment**

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The Ewey Creek Management Plan (27/09/93) applies to the land as it is within the catchment. This plan imposes design requirements for construction adjoining and within the Ewey Creek corridor.

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

**7A. Flood related development controls information**

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

No

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

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## **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

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).

## **9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

No

## **10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

## **10A. Native vegetation clearing set asides**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

#### **11. Bush fire prone land**

Is the land bush fire prone?

No

#### **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

#### **13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

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

No.

#### **14. Directions under Part 3A**

Is there 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 that does not have effect?

No

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

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

**16. Site compatibility certificates for infrastructure**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

**17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

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

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

No

## **20. Loose-fill asbestos insulation**

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

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

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (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
- (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.

Note: *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) Is the land significantly contaminated land within the meaning of that Act?  
No

(b) Is the land subject to a management order within the meaning of that Act?  
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?  
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?  
No

(e) Is the land subject of a site audit statement within the meaning of that Act?  
No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.  
No

### **Additional Information**

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning



and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal stroke extending to the right.

Mark Carlon  
Manager Environmental Planning

MUNICIPALITY OF SUTHERLAND

SUBURB OF MIRANDA

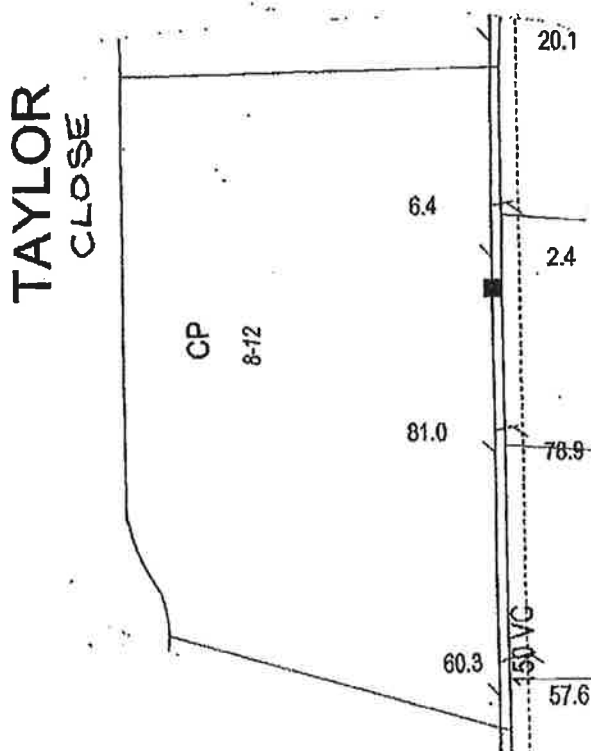
SSD 191126

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS				INDICATES - PLUMBING FIXTURES & OR FITTINGS		ELEC.	
	Manhole		P. Trap		Clean out		Bidet		Pump Unit
	Chamber		Reflux Valve		Vent Pipe		Shower		Boundary Valve
	Lamp/Hub		Cleaning Eye		Tube		Dishwasher		Boundary Valve with PTV
	Boundary Trap		Vertical Pipe		Kitchen Sink		Floor Waste		Alarm Control Panel
	Inspection Shaft		Induct. Pipe		Water Closet		Washing Machine		LP Stop Valve
	Pit		Manhole Flap		Bath Waste		Bar Sink		LP Air Valve
	Grease Interceptor		Rodding Point		Handbasin		Lab Sink		LP Reducer
	Gully		Sloped Junction						HSV Flow Monitor
	Terminal Maint. Shaft		Vertical Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL					Vacuum Chamber
	Maintenance Shaft		On back Junction		Soil Vent Pipe		Waste Stack		Flushing Point

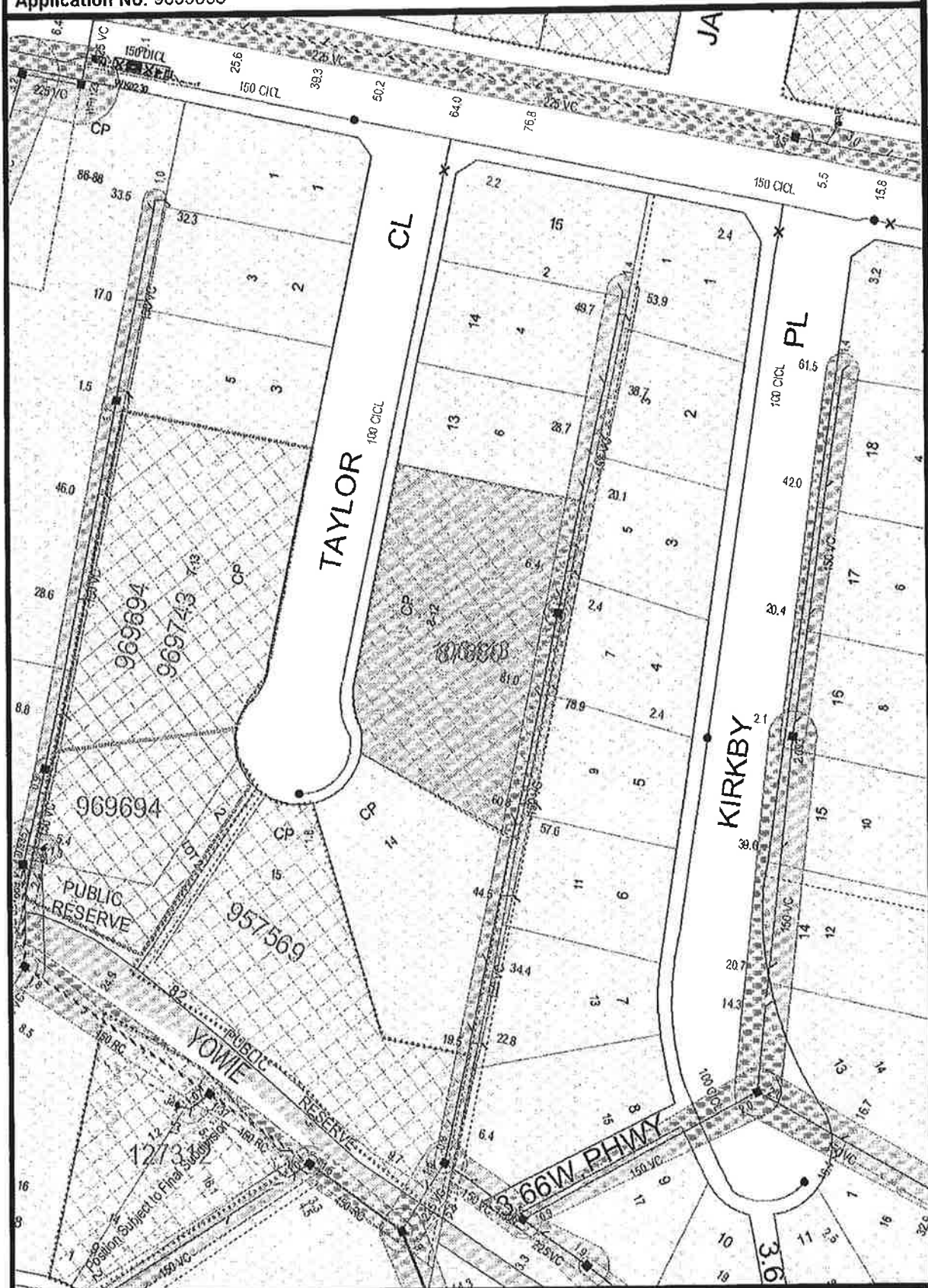
Scale: Approx 1:500      Distances/depths in metres      Pipe diameters in millimetres      Boundary Trap **NOT REQUIRED**

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. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, channels, sewers and sewerage services shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



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.



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



Revenue

Enquiry ID  
Agent ID  
Issue Date  
Correspondence ID  
Your reference

2899821  
81429403  
21 May 2018  
1671604765  
18/32664

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S78771/1	Unit 1, 8-12 TAYLOR CL MIRANDA 2228	\$299 266

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2018 tax year.

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Yours sincerely,

Stephen R Brady  
Chief Commissioner of State Revenue

## Revenue NSW contact details



For more information and services on land tax  
[www.revenue.nsw.gov.au/taxes/land](http://www.revenue.nsw.gov.au/taxes/land)



1300 139 816\*



Phone enquiries  
8:30 am - 6:00pm, Mon. - Fri.

- \* Interstate customers call 1800 061 163
- Overseas customers call +61 2 9761 4956
- Help in community languages is available.

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

### Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

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

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

### Why is the certificate not clear from land tax?

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

### How do I clear a certificate?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner should follow the steps shown on the certificate or contact Revenue NSW if no instructions are shown.

You should allow 10 working days to process a request.

### How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate update service at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance) or reprocess the certificate through your Client Service Provider (CSP).

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by Revenue NSW when assessing land tax.

Details on land tax threshold and rates, as well as the land tax calculator and examples are available at [www.revenue.nsw.gov.au/taxes/land](http://www.revenue.nsw.gov.au/taxes/land)

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
  - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- 17. Is the vendor aware of any proposals to:
  - (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
- 19. In relation to any swimming pool on the Property or the common property:
  - (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
  - (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

- 21. In respect of the Property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?
    - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

#### **Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

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



**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

