

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>PULSE PROPERTY</b> Level 3, 12 Central Road, MIRANDA NSW 2228 PO Box 379, MIRANDA NSW 1490	phone 02 9525 4666 fax 02 9525 4699 ref Lucas Pratt
co-agent		
vendor	<b>RAYMOND JOSEPH PLIBERSEK and DAWN ELIZABETH PLIBERSEK</b>	
vendor's solicitor	<b>WILLIS &amp; BOWRING</b> 575 Kingsway, MIRANDA NSW 2228 PO Box 895, MIRANDA NSW 1490 email: bharris@willisbowring.com.au	phone 02 9525 8100 fax 02 9526 1182 ref BH:ET:421235-2
date for completion	<b>9 OCTOBER 2020</b>	(clause 15)
land (address, plan details and title reference)	<b>54A CARAVAN HEAD ROAD, OYSTER BAY NSW 2225</b> Registered Plan: Lot 2 in Deposited Plan 1181885 <b>Folio Identifier 2/1181885</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> double garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input checked="" type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: ceiling fans, air conditioning, remote for garage door, Tesla battery, shed for pool filter	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email:		phone fax ref	
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit bond** (clause 3) ☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA

**Electronic transaction** (clause 30) ☐ no ☒ YES

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

Parties agree that the deposit be invested (clause 2.9) ☒ 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 *GSTRW* payment:  
(residential withholding payment)

☒ NO ☐ yes  
(if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" 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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input checked="" type="checkbox"/> 27 certificate of compliance</p> <p><input checked="" type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><b>Other</b></p> <p><input checked="" type="checkbox"/> 58 Other:</p> <ul style="list-style-type: none"> <li>• letter from Sydney Water dated 9 July 2020 advising a sewerage service diagram is not available</li> <li>• final occupation certificate dated 24 April 2015</li> <li>• complying development certificate dated 14 February 2014</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party*'s own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

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

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

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## Conditions of sale by auction

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

**Bidders Record** means the Bidders Record to be made and kept pursuant to regulations 12 and 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

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

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

- (4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if the amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

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

- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (d) an expression importing a natural person includes any individual, company, partnership, joint venture, association, corporation or other body corporate and any Authority;
- (e) no provision of this Contract will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Contract or that provision;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) in determining the time of day where relevant to this Contract the relevant time of day is the time of day on a Business Day; and
- (i) a reference to:
  - (i) any thing (including any right) includes a part of that thing but nothing in this clause 34.1 implies that performance of part of an obligation constitutes performance of the obligation;
  - (ii) a clause, party, attachment, annexure, exhibit or schedule is a reference to a clause of, and a party, attachment, annexure, exhibit and schedule to, this Contract;
  - (iii) legislation includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
  - (iv) a document (including this Contract) includes all amendments or supplements to, or replacements or novations of, that document;
  - (v) a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
  - (vi) "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
  - (vii) "law" includes legislation, the rules of the general law, including common law and equity, and any judgment order or decree, declaration or ruling of a court of competent jurisdiction or governmental agency binding on a person or the assets of that person; and

- (viii) a monetary amount is a reference to Australian Dollars.

### 35. Amendments to Standard Form

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- 35.1 The definition of “bank” in clause 1 is amended by deleting the words “, a building society or a credit union”.
- 35.2 The definition of “work order” in clause 1 is amended by inserting after the word “order” the words “in writing issued by a competent authority”.
- 35.3 Clause 7.1.1 is amended by deleting “5%” and replacing it with “1%”.
- 35.4 Clause 7.2.1 is amended by deleting “10%” and replacing it with “2.5%”.
- 35.5 Clause 8.1 is amended by deleting clauses 8.1.1, 8.1.2 and 8.1.3 and inserting the following:
- 8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
- 8.1.2 the vendor serves a notice of intention to *rescind* which specifies the *requisition* or claim for compensation; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* or claim for compensation within 14 days after that service.”
- 35.6 Clauses 10.1, 10.2 and 10.3 are amended by inserting the words “or delay completion of this contract” after the word “terminate” where that word first appears in each of the clauses.
- 35.7 In clauses 10.1.8 and 10.1.9 the words “substance” and “disclosed” are replaced with the words “existence” and “noted” respectively.
- 35.8 The following additional clause 10.4 is inserted after clause 10.3:
- “10.4 For the purposes of the *Conveyancing Act 1919* (NSW), and the provisions of this contract referring to disclosure:
- 10.4.1 a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
- 10.4.2 the vendor discloses all of the material appearing in the documents attached to this contract, whether or not specified in the list of documents appearing on page 3 of this contract.”
- 35.9 Clause 11.1 is amended by italicising the word “made” and by inserting the words “and *made* means delivered to the vendor” to the end of the clause.
- 35.10 Clause 12 is amended by inserting the following at the end of the clause:
- “In this clause 12, certificate does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor (which may be withheld in the vendor’s absolute discretion).”

35.11 Clause 13.4.4 is deleted and replaced with:

"13.4.4 if either party, despite clause 13.4.1, serves on the other party a copy of a letter or an email from the Australian Taxation Office stating or to the effect that the vendor has to pay GST on the price or that the supply made by the vendor under this contract is a taxable supply, the purchaser must pay to the vendor on demand the amount of the GST assessed, in addition to the price, irrespective of whether that demand is made before or after completion. Further, the purchaser indemnifies the vendor for the amount of that GST, if any, and all costs, interest and penalties in that regard. This clause 13.4.4 does not merge on completion."

35.12 Clause 14.4.2 is deleted.

35.13 Clause 14.8 is amended by inserting after the word "started" the words "by a competent authority".

35.14 Clause 16.7 is amended by deleting the words "cash (up to \$2,000) or".

35.15 Clause 16.8 is deleted.

35.16 Clause 16.12 is amended by deleting the words ", but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee".

35.17 Clause 20.6.5 is amended by inserting the following at the end of the clause:

", however a delivery report will be sufficient evidence of the service of an email or fax".

35.18 Clause 23.5.2 is amended by deleting the words "but is disclosed in this contract".

35.19 Clause 23.6 is deleted and replaced with:

"23.6 The purchaser is liable from the contract date for all contributions which are not regular periodic contributions that:

23.6.1 are payable by instalments, even if the contribution was determined before the contract date; or

23.6.2 are determined after the contract date,  
whether or not the contribution is disclosed in this contract."

35.20 Clause 23.7 is deleted.

35.21 Clause 23.8 is amended by deleting the word "Normally,".

35.22 Clause 23.9.3 is amended by deleting the words "or before completion".

35.23 Clause 23.9.4 is amended by deleting the words "or before completion".

35.24 Clause 23.13 is:

(a) amended by deleting the words "at least 7 days"; and



- (b) deleted if the owners corporation has not been established in accordance with the *Strata Schemes Management Act 2015* (NSW).
- 35.25 Clause 23.14 is amended by deleting the first sentence.
- 35.26 Clause 31.1.2 is amended by inserting the words "or is not served on the purchaser before the date for completion" at the end of the clause.
- 35.27 Clause 31.2 is amended by inserting the following at the end of the clause:
- "and the obligations of the purchaser under this clause 31.2 are essential and until the purchaser has complied with clauses 31.2.3 and 31.2.4, the outstanding remittance amount is a charge on the land in favour of the vendor in respect of which the vendor is entitled to lodge a caveat, with the purchaser's consent to the caveat being hereby expressly given."
- 35.28 If there is any inconsistency between the Standard Form and these additional clauses, the additional clauses prevail.
- 35.29 The conditions of this Contract are to be read and construed subject to any rights of the parties arising under the *Conveyancing Act 1919* (NSW) or the *Conveyancing (Sale of Land) Regulation 2017* (NSW) which cannot be excluded.

## **36. Condition of the property**

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- 36.1 The Purchaser warrants to the Vendor that:
- (a) the Vendor, the Vendor's agent or any other person on behalf of the Vendor or the Vendor's agent has not made any warranty or representation in respect of the property; and
  - (b) because of the Purchaser's own inspection and enquiries, the Purchaser:
    - (i) is satisfied as to the nature, quality, condition and state of repair of the property including the applicability of any Environmental Liability of the property;
    - (ii) accepts the property as is and subject to all defects (latent and patent), any Environmental Liability and all contamination, dilapidation and infestation;
    - (iii) is satisfied as to the purposes for which the property and its improvements may be used including the conduct of any business proposed by the Purchaser;
    - (iv) is satisfied as to the rights and privileges relating to the property; and
    - (v) is satisfied as to the financial return or income to be derived from the property.
- 36.2 The Purchaser must not make any objection, claim for compensation or requisition or delay Completion of, or rescind or terminate, this Contract because of anything relating to or connected with:

- (a) the nature, quality, condition or state of repair of the property including defects (latent or patent), contamination or the applicability of any Environmental Liability to the property, dilapidation or infestation of the property;
- (b) the purposes for which the property may be used;
- (c) Environmental Liability, contamination, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the contract date and Completion;
- (d) there being or not being an easement or other right in respect of a service referred to in clause 10.1.2;
- (e) any storm water channels, drains, pipes, mains or other installations on or passing over or under the property; or
- (f) any matter disclosed or noted in this Contract,

and cannot require the Vendor to carry out any work on or related to the property.

### **37. Death, bankruptcy, insolvency, etc.**

---

37.1 If before Completion the Purchaser (and if more than one, any of them) being a natural person:

- (a) dies;
- (b) becomes mentally ill; or
- (c) becomes the subject of orders under the *NSW Trustee and Guardian Act 2009* (NSW) or the *Guardianship Act 1987* (NSW),

the Vendor may by serving written notice on the Purchaser's solicitor rescind this Contract and the provisions of clause 19 will apply.

37.2 If before Completion the Purchaser (and if more than one, any of them):

- (a) being a natural person, is declared bankrupt or enters into any scheme of arrangement or makes any assignment for the benefit of creditors; or
- (b) being a corporation:
  - (i) resolves to go into liquidation;
  - (ii) an order is made for its winding up;
  - (iii) enters into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth);
  - (iv) has appointed any administrator, liquidator, receiver or receiver and manager; or

(v) is deregistered,

then the Purchaser will be in default of its obligations under this Contract and the Vendor may by serving written notice on the Purchaser's solicitor terminate this Contract and the provisions of clause 9 will apply (in addition to all other rights which may be available to the Vendor at law or in equity as a result of a default by the Purchaser).

### **38. Introduction to the Vendor**

---

#### **38.1 The Purchaser:**

- (a) warrants that it was not introduced to the Vendor or the property by any real estate agent except the Vendor's agent (if any);
- (b) indemnifies the Vendor against any claim for commission by reason of any introduction by any other real estate agent and against all costs and expenses incidental to defending any such claim; and
- (c) agrees that these indemnities will be continuing indemnities not merging on Completion.

38.2 The Vendor warrants that the Vendor has not entered into any exclusive agency agreement with any real estate agent other than the Vendor's agent.

### **39. Release of deposit**

---

39.1 The Purchaser agrees to the release of the whole or part of the deposit to the Vendor's solicitor for any of the following purposes:

- (a) the deposit or balance of the purchase price payable on the purchase of a property by the Vendor;
- (b) stamp duty payable on the purchase of a property by the Vendor; or
- (c) payment of a deposit, ingoing contribution or refundable accommodation deposit for a retirement village, nursing home or aged care facility on behalf of the Vendor.

39.2 Should the whole or any part of the deposit be required to be released in accordance with clause 39.1, the Vendor must provide the Purchaser with sufficient details of the property being purchased or the retirement village or nursing home to allow the Purchaser to trace the deposit.

39.3 By entering into this Contract the Purchaser authorises the Vendor's agent to release the whole or any part of the deposit, as required by the Vendor, to the Vendor's solicitor for any purpose required pursuant to clause 39.1.

39.4 The Purchaser warrants that the Purchaser will immediately authorise the Vendor's agent in writing to release the whole or any part of the deposit if requested by the Vendor or the Vendor's agent. If the Purchaser does not authorise the Vendor's agent pursuant to this clause, the

Purchaser will be in breach of an essential term of this Contract and the Vendor may terminate this Contract by serving written notice on the Purchaser's solicitor.

- 39.5 The Vendor's agent is authorised to release the whole or any part of the deposit, as required by the Vendor, to the Vendor's solicitor upon receipt of a written request from the Vendor's solicitor and a copy of this clause 39.

#### **40. Completion**

---

- 40.1 Completion is to take place on the date for completion.

- 40.2 If this Contract is not completed on or before the date for completion:

- (a) the Vendor (by notice served on the Purchaser) can require the Purchaser:
  - (i) (if the Purchaser has failed to tender the transfer of the property) to tender the transfer within any period of not less than 2 Business Days after service of that notice;
  - (ii) to complete this Contract within any period of not less than 14 days after service of that notice; or
  - (iii) to do both acts stipulated above,and by that notice make time of the essence of this Contract both at law and in equity and in respect of either or both of the above stipulations; and
- (b) the Purchaser (by notice served on the Vendor) can require the Vendor to complete this Contract within any period of not less than 14 days after service of that notice and make time of the essence of this Contract both at law and in equity.

- 40.3 The parties acknowledge that the time limits referred to clause 40.2 are reasonable and when expressed in any notice served pursuant to that clause will be of the essence of this Contract both at law and in equity.

- 40.4 A party that serves a notice to complete pursuant to clause 40.2 reserves the right to:

- (a) withdraw the notice; and
- (b) issue further notices to complete.

- 40.5 The Vendor is entitled to serve a notice under clause 40.2 even though as at the date of such notice the land is subject to a charge for unassessed land tax or for assessed and unpaid land tax.

- 40.6 If the Vendor serves a notice to complete pursuant to clause 40.2, the Purchaser must as an essential term of this Contract pay, on or before Completion, the Vendor's legal costs of \$330.00 (inclusive of GST) on an indemnity basis as a reasonable pre-estimation of the cost of the additional work arising from the Purchaser's failure to Complete on the date for completion.

#### **41. Liquidated damages for delay**

---

- 41.1 If for any reason not solely attributable to the Vendor the balance of the price and any other amount payable by the Purchaser to the Vendor under this Contract (**Total Payable**) is not paid by the Purchaser to the Vendor by the date for completion, the Purchaser must on Completion pay to the Vendor, in addition to the Total Payable and as a reasonable pre-estimation of the Vendor's damages, interest on the Total Payable at an interest of ten percent (10%) per annum, calculated daily from the date for completion until actual Completion without prejudice to the Vendor's rights under clause 9 or its other rights to damages by virtue of the default of the Purchaser.
- 41.2 Any interest payable by the Purchaser pursuant to clause 41.1 will form part of the balance of the price and must be paid on Completion as an essential term of this Contract.

#### **42. Error in Adjustments**

---

If on Completion any adjustment required under this Contract has not been made or has been incorrectly calculated then, on request by a party, the parties must:

- (a) make the correct adjustment; and
- (b) pay (as applicable to the relevant party) any amount required to be paid as a result of the correct adjustment being made.

#### **43. Resident Status**

---

The Purchaser indemnifies the Vendor against any Loss the Vendor may suffer or incur as a direct or indirect result of a breach by the Purchaser of the promise contained in clause 22.1.

#### **44. Purchaser's Default**

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- 44.1 The rights contained in clause 9 are in addition to all other rights which may be available to the Vendor at law or in equity as a result of a default by the Purchaser. Nothing in clause 9 shall imply any restriction or limitation on the rights of the Vendor arising as a result of a breach of this Contract by the Purchaser, whether at law or in equity.
- 44.2 The Vendor will not be obliged to terminate this Contract before exercising or enforcing any right which the Vendor may have as a result of a default by the Purchaser.
- 44.3 The Purchaser must pay to the Vendor all reasonable costs, charges and expenses incurred by the Vendor in the exercise of any rights of the Vendor arising out of any default by the Purchaser under any condition express or implied in this Contract and any default in respect of which any such rights are exercised will be deemed not to have been remedied unless and until such payment is made.

#### **45. Encumbrances**

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If any encumbrance to which this sale is not subject is noted on the certificate of title for the land on Completion:

- (a) the Purchaser must accept on Completion a duly executed discharge which will remove the encumbrance, together with the applicable registration fee; and
- (b) subject to any obligations as to further assurance, the Vendor is regarded as having given the Purchaser a transfer of the property free from the encumbrance when the Vendor gives the Purchaser the discharge.

#### **46. No Survey held by Vendor**

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- 46.1 The Purchaser acknowledges that the Vendor does not have a current survey report relating to the property.
- 46.2 The Purchaser must not make any objection, claim for compensation or requisition or delay Completion of, or rescind or terminate, this Contract in relation to any encroachment by the dividing fences (if any) between the property and adjoining properties.

#### **47. Guarantee and Indemnity**

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- 47.1 This clause 47 applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian stock exchange. This clause 47 is an essential term of this Contract.
- 47.2 The word **Guarantor** means each director of the Purchaser as at the date of this Contract.
- 47.3 If each director of the Purchaser has not signed this Contract as a Guarantor, the Vendor may terminate this Contract by serving a notice, but only within 15 Business Days after the contract date.
- 47.4 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:
  - (a) payment of all money payable by the Purchaser under this Contract; and
  - (b) the performance of all of the Purchaser's other obligations under this Contract.
- 47.5 The Guarantor:
  - (a) indemnifies the Vendor against any claim, action or Loss incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
  - (b) must pay on demand any money due to the Vendor under this indemnity.
- 47.6 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:

- (a) the performance by the Purchaser of its obligations under this Contract; and
  - (b) any Loss 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.
- 47.7 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 47.
- 47.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause 47.
- 47.9 The Guarantor's obligations under this clause 47 are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (b) the release or discharge of any person;
  - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
  - (d) 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;
  - (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (f) the winding up or deregistration of the Purchaser.
- 47.10 The deed constituted by this clause 47 binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 47.11 This clause 47 binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- 47.12 This clause 47 operates as a deed between the Vendor and the Guarantor.

## **48. General**

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### **48.1 Further assurance**

Each party must:

- (a) use its reasonable efforts to do all things necessary and desirable to give full effect to this Contract; and
- (b) sign such further documentation as may be reasonably requested by the other party.

### **48.2 Prohibition or enforceability**

- (a) Any provision of, or the application of any provision of this Contract, which is prohibited, void, illegal or unenforceable in any jurisdiction:
  - (i) is, in that jurisdiction, ineffective only to the extent to which it is void, illegal, unenforceable or prohibited;
  - (ii) does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of this Contract in that or any other jurisdiction; and
  - (iii) is severable from this Contract and will not affect the remaining provisions of this Contract.
- (b) The application of this clause 48.2 is not limited by any other provision of this Contract in relation to severability, prohibition or enforceability.

#### 48.3 Waivers

- (a) A waiver of any right, power, authority, discretion or remedy arising upon a breach of or default under this Contract must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in the exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Contract, does not prevent the exercise of or result in a waiver of that right, power, authority, discretion or remedy at a later time.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Contract or default under this Contract as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to the exercise of a right, power, authority, discretion or remedy by that other party.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

#### 48.4 Variation

Subject to clause 48.5, a variation of any term of this Contract or a right or obligation created under it must be in writing and signed by all the parties.

#### 48.5 Alterations and amendments to contract

Each party authorises its solicitor named on the front page of this Contract:

- (a) after execution by a party and up until the contract date, to make alterations or amendments to this Contract, including the insertion or removal of annexures or attachments, in accordance with a party's instructions and any alteration or amendment



will be binding on the parties and any annexure or attachment inserted will form part of this Contract; and

- (b) after the contract date, to negotiate and enter into binding variations to the terms and conditions of this Contract, in accordance with a party's instructions, by way of exchange of letters or emails, and any such variations will be binding on the parties and will form part of this Contract.

#### 48.6 Cumulative rights

The powers, rights and remedies of a party under this Contract are in addition to and do not exclude any other power, right or remedy provided by law or otherwise.

#### 48.7 Entire agreement

- (a) This Contract embodies the entire agreement between the parties with respect to the subject matter of this Contract and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of this Contract.
- (b) Any statement, representation, term, warranty, condition, promise or undertaking made, given or agreed to in any prior negotiation, arrangement, understanding or agreement, has no effect except to the extent expressly set out or incorporated by reference in this Contract.

#### 48.8 Non-merger

No provision of this Contract merges on execution, Completion or termination, and the provisions of this Contract intended to have application after Completion or termination continue to apply despite Completion or termination for as long as is necessary to give effect to the operation of those provisions.

#### 48.9 Continuing indemnities and survival of indemnities

- (a) Each indemnity contained in this Contract is a continuing obligation despite a settlement of account or the occurrence of anything, and remains in full force and effect until all money owing, contingently or otherwise, under an indemnity has been paid in full.
- (b) Each indemnity contained in this Contract:
  - (i) is an additional, separate and independent obligation of the party giving the indemnity and no one indemnity limits the generality of any other indemnity;
  - (ii) is unconditional and irrevocable; and
  - (iii) survives the termination of this Contract.

48.10 No assignment or novation

A party may not assign or novate this Contract or otherwise transfer the benefit of this Contract or an obligation, right or remedy under it, without the prior written consent of the other parties.

48.11 Legal advice

Each party acknowledges that it has received legal advice in respect of this Contract or has had the opportunity of receiving legal advice about this Contract.

48.12 Set-off

The parties have no right of set off of any amounts owing, contemplated or otherwise payable under this Contract.

**Execution by Guarantor**

**EXECUTED** as a Deed.

**SIGNED** by \_\_\_\_\_ in  
the presence of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

**SIGNED** by \_\_\_\_\_ in  
the presence of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1181885

SEARCH DATE	TIME	EDITION NO	DATE
7/7/2020	1:23 PM	4	22/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY MEMBERS EQUITY BANK LIMITED.

LAND

LOT 2 IN DEPOSITED PLAN 1181885  
AT OYSTER BAY  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1181885

FIRST SCHEDULE

RAYMOND JOSEPH PLIBERSEK  
DAWN ELIZABETH PLIBERSEK  
AS JOINT TENANTS

(T AK485539)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A119281 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1181885 RIGHT OF CARRIAGEWAY 3.65 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1181885 EASEMENT FOR SERVICES 4.65 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1181885 EASEMENT TO DRAIN WATER 4.65, 2, & 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1181885 RIGHT OF FOOTWAY 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1181885 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1181885 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 AK485540 MORTGAGE TO MEMBERS EQUITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

421235-2

PRINTED ON 7/7/2020

\* 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.

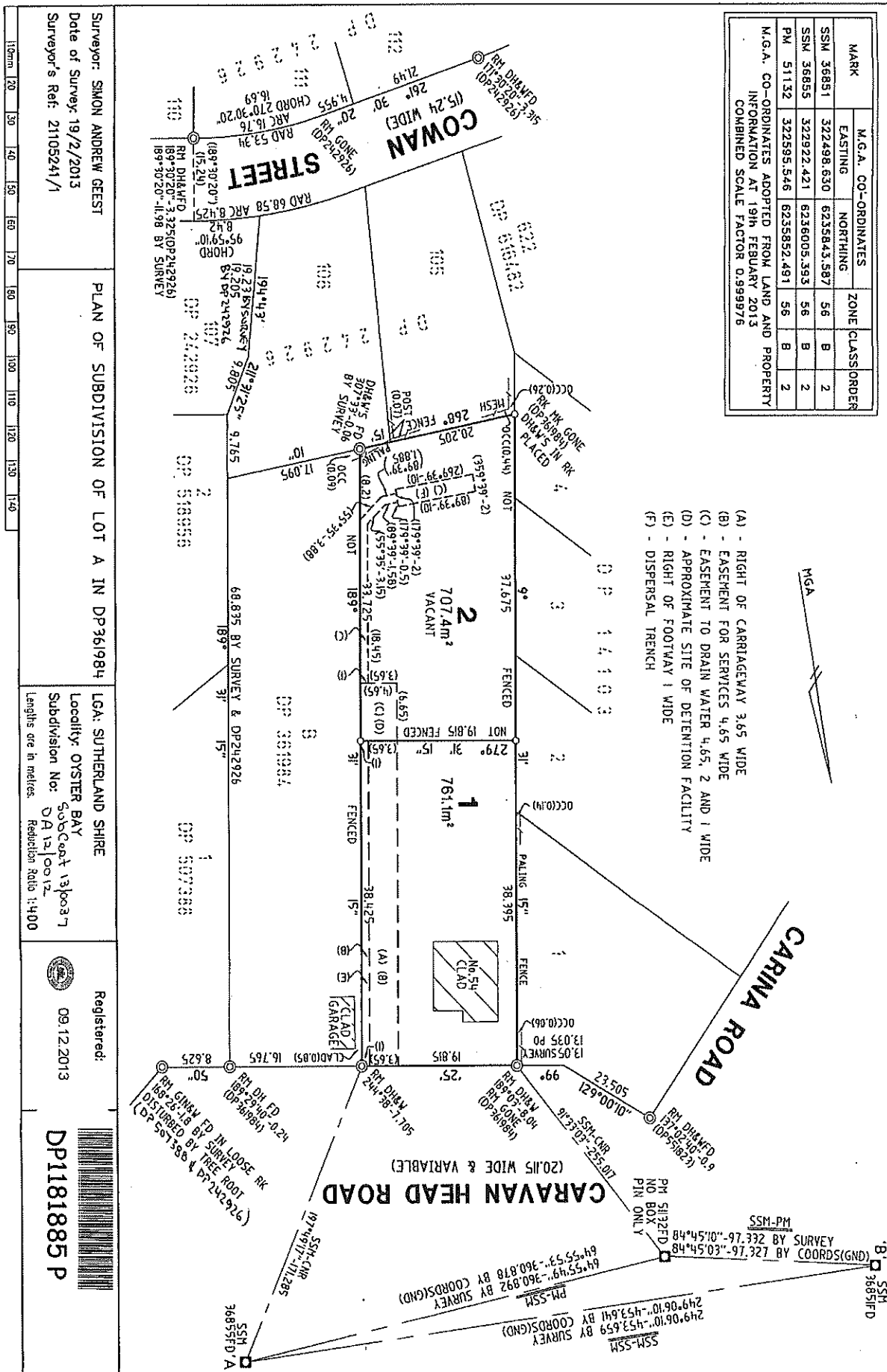
PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 Sheets

MARK	M.G.A. CO-ORDINATES		ZONE	CLASS ORDER
	EASTING	NORTHING		
SSM 36851	322498.630	6235843.587	56	B 2
SSM 36855	322922.421	6236005.393	56	B 2
PM 51132	322595.546	6235852.491	56	B 2

M.G.A. CO-ORDINATES ADOPTED FROM LAND AND PROPERTY INFORMATION AT 19th FEBRUARY 2013  
COMBINED SCALE FACTOR 0.999976





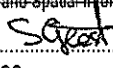
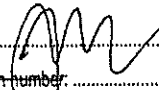
Surveyor: SIMON ANDREW GEEST  
Date of Survey: 19/2/2013  
Surveyor's Ref: 21105241/1

PLAN OF SUBDIVISION OF LOT A IN DP361984

LGA: SUTHERLAND SHIRE  
Locality: OYSTER BAY  
Subdivision No: DP1210012  
Lengths are in metres. Reduction Ratio 1:400


Registered: 09.12.2013

DP1181885 P

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Registered:  09.12.2013</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p>  <p>DP1181885 S</p> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT A IN DP 361984</p>	<p>LGA: SUTHERLAND SHIRE</p> <p>Locality: OYSTER BAY</p> <p>Parish: SUTHERLAND</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) In approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p>Survey Certificate</p> <p><b>SIMON ANDREW GEEST</b></p> <p>I, ..... of <b>COOPER &amp; RICHARDS, PO BOX 508 SUTHERLAND NSW 1499</b></p> <p>a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 19/2/2013.</p> <p>*(b) The part of the land shown in the plan (<sup>^</sup>being <sup>^</sup>excluding <sup>^</sup>.....)</p> <p>was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated 19/2/2013</p> <p>Surveyor ID: 90</p> <p>Datum Line: 'A'-'B'</p> <p>Type: 'Urban'-'Rural'</p> <p>The terrain is 'Level-Undulating'/'Steep-Mountainous'</p> <p>* Strike through if inapplicable  <sup>^</sup> Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, <b>Linke Murtas</b></p> <p>* Authorised Person/<del>General Manager</del>/<del>Accredited Certifier</del>, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <b>Sutherland Shire Council</b></p> <p>Date of Endorsement: <b>25/9/2013</b></p> <p>Subdivision Certificate Number: <b>Subcert 13/0037</b></p> <p>File number: <b>DA 12/0012</b></p> <p>* strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	
<p>Plans used in the preparation of survey/compilation-</p> <p>DP14103</p> <p>DP242171</p> <p>DP242841</p> <p>DP242926</p> <p>DP259657</p> <p>DP361984</p> <p>DP507388</p> <p>DP551823</p> <p>If space is Insufficient continue on PLAN FORM 6A</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	
<p>SURVEYORS REFERENCE: 21105241/1</p>		

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only		e Use Only	
Registered:	 09.12.2013	<b>DP1181885</b>	
PLAN OF SUBDIVISION OF LOT A IN DP 361984			
Subdivision Certificate number: <i>Sub Cert 13/0037</i> DA 12/0012		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A Schedule of lots and addresses - See 60(c) SSI Regulation 2012.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li> <li>• Signatures and Seals - see 195D Conveyancing Act 1919.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
Date of endorsement: <i>25/9/2013</i>			

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	54	CARAVAN HEAD	ROAD	OYSTER BAY
2	54A	CARAVAN HEAD	ROAD	OYSTER BAY

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT, 1919,  
 IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY 3.65 WIDE
2. EASEMENT FOR SERVICES 4.65 WIDE
3. EASEMENT TO DRAIN WATER 4.65, 2, AND 1 WIDE
4. RIGHT OF FOOTWAY 1 WIDE
5. POSITIVE COVENANT
6. POSITIVE COVENANT
7. POSITIVE COVENANT

AS SET-OUT IN THE ACCOMPANYING INSTRUMENT

## SIGNATURES & SEALS

OWNERS

Signed at Sydney the *13th* day of  
*November* 20*13* For Commonwealth  
 Bank of Australia ABN 48 123 123 124 by its  
 duly appointed Attorney under Power of  
 Attorney Book 4297 No 297

Witness

*Monika Eshou*

150 George Street Parramatta

*Jodie Franklyn-Smith*  
 Jodie Franklyn-Smith

APPROVED BY SUTHERLAND SHIRE COUNCIL

*[Signature]*  
 Authorised Officer

SURVEYORS REFERENCE: 21105241/1

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919, AS AMENDED.**

All lengths are in metres.

(Sheet 1 of 4 Sheets)



**DP1181885 B**

Plan of Subdivision of Lot A in  
Deposited Plan 361984 covered by  
Subdivision Certificate

No: Subcert 13/0037  
DA 12/0012

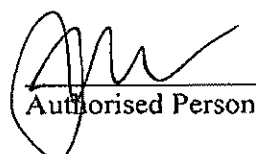
Full name and address of  
The owner of the Land:

**JOSHUA PAUL DOYLE  
JASON LUKE DOYLE  
54 CARAVAN HEAD ROAD  
OYSTER BAY NSW 2225**

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, 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	Right of Carriageway 3.65 wide	1	2
2	Easement for Services 4.65 wide	1	2
3	Easement To Drain Water 4.65, 2, and 1 wide	2	1
4	Right of Footway 1 wide	1	2
5	Positive Covenant	2	Sutherland Shire Council
6	Positive Covenant	1	Sutherland Shire Council
7	Positive Covenant	2	Sutherland Shire Council

Approved by Sutherland Shire Council

  
Authorised Person



All lengths are in metres.

(Sheet 2 of 4 Sheets)

Plan:

**DP1181885**

Plan of Subdivision of Lot A in  
Deposited Plan 361984 covered by  
Subdivision Certificate

No: SubCert 13/0037

DA 12/0012

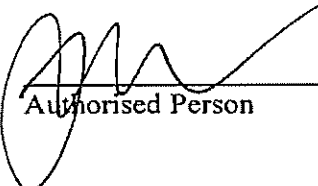
**PART 2 (Terms)**

**1. Terms of Positive Covenant numbered 5 in the Plan.**

1. The proprietors of the Lot 2 hereby burdened with respect to the detention facility and dispersal trench detailed in the work-as-executed drawing of the stormwater drainage system, Job Ref.12058-C01-A Issue A (Sheets 1-2) dated 15/12/12 prepared by CPM Engineering and marked and certified by Simon Geest (Registered Surveyor) of Cooper & Richards Surveyors Pty Ltd on the 12/6/2013 and certified by Chris Morris of CPM Engineering as the supervising engineer on 22/6/2013, (Council's File Ref: DA12/0012) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland, shall:
  - a) Permit stormwater to be temporarily detained in the detention facility.
  - b) Keep the detention facility and dispersal trench clean and free from silt, rubbish and debris.
  - c) Maintain and repair the detention facility and dispersal trench so that it functions in a safe and efficient manner.
  - d) Replace, repair, alter and renew the whole or parts of the detention facility and dispersal trench within the time and in the manner specified in a written notice issued by the Council.
  - e) Not make any alterations to the detention facility and dispersal trench 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 notice in the case of an emergency) to enter and inspect the land for compliance with 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, 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.

In this Covenant "Council" means the Council of Sutherland Shire.

Approved by Sutherland Shire Council

  
\_\_\_\_\_  
Authorised Person

All lengths are in metres.

(Sheet 3 of 4 Sheets)

Plan:

**DP1181885**

Plan of Subdivision of Lot A in  
Deposited Plan 361984 covered by  
Subdivision Certificate

No: Subcert 13/0037

DA 12/0012

**PART 2 continued**

**2. Terms of Positive Covenant numbered 6 in the Plan.**

1. The proprietors of the Lot 1 hereby burdened with respect to the detention facility and dispersal trench within Lot 2 burdened by the Positive Covenant first referred to in this Instrument and detailed in the work-as-executed drawing of the stormwater drainage system, Job Ref.12058-C01-A Issue A dated 15/12/12 prepared by CPM Engineering and marked and certified by Simon Geest (Registered Surveyor) of Cooper & Richards Surveyors Pty Ltd on the 12/6/2013 and certified by Chris Morris of CPM Engineering as the supervising engineer (Council's File Ref: DA12/0012) held in the offices of the Council of the Sutherland Shire, Eton Street, Sutherland shall:

- (a) Contribute equally to the maintenance and repair of the detention facility and dispersal trench.
- (b) Contribute equally to the replacement, repair, alteration and renewal of the whole or part of the detention facility and dispersal trench, within Lot 2, and in a manner specified in a written notice issued by the Council.

**3. Terms of Positive Covenant numbered 7 in the Plan.**

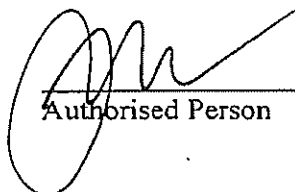
1. The proprietors of the Lot 2 hereby burdened shall:

- (a) design any future dwelling or structure to be based on pole frame construction methods unless approved otherwise by council.
- (b) ensure any future dwelling and/or driveway construction be contained to the development footprint detailed on the approved DA12/0012 drawings held in the offices of the Council of the Sutherland Shire, Eton Street, Sutherland, unless approved otherwise by council.

**Name of authority empowered to release, vary or modify positive covenants numbered 5, 6 and 7 in the plan.**

Sutherland Shire Council

Approved by Sutherland Shire Council

  
\_\_\_\_\_  
Authorised Person

All lengths are in metres.

(Sheet 4 of 4 Sheets)

Plan:


Plan of Subdivision of Lot A in  
Deposited Plan 361984 covered by  
Subdivision Certificate

No: Subcert 13/0037

DA 12/0012


**DP1181885**

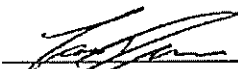
Signed in my presence by  
**JOSHUA PAUL DOYLE**  
**JASON LUKE DOYLE**  
Who are personally known to me.

  
Signature of Witness

Rima Serena Chan  
Name of Witness (BLOCK LETTERS)

1/130 Oyster Bay Rd. Oyster Bay  
Address of Witness. 2225

  
Registered Proprietor  
**JASON DOYLE**

  
Registered Proprietor  
**JOSHUA DOYLE**

**EXECUTED BY THE MORTGAGEE**

Signed at Sydney the 28th day of  
October 2013 For Commonwealth  
Bank of Australia ABN 48 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4297 No 297

Witness 

  
Jodie Franklyn-Smith

**Monika Eshou**

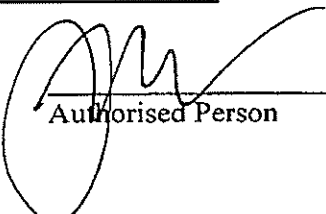
150 George Street Parramatta

REGISTERED



09.12.2013

Approved by Sutherland Shire Council

  
Authorised Person

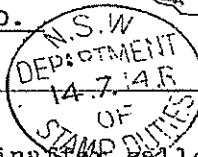
NEW SOUTH WALES



A119281Y

MEMORANDUM OF

REAL PROPERTY ACT 1900.



A119281

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the 1st day of July 1899 under the memo of Lease Registered Number 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 memo underwritten or endorsed hereon in consideration of the sum of one pound (£1-0-0) paid to Reginald John Hope Neild of Sydney in the State of New South Wales Clerk and in further consideration of the sum of ~~Three hundred and sixty pounds~~ <sup>and six pence</sup> paid by N. S. W. Realty Co Limited of Sydney aforesaid respectively to Reginald John Hope Neild and to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section seven 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 signed by the Manager thereof DO TH hereby <sup>at the request and by direction of Reginald John Hope Neild</sup> 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 N. S. W. Realty Co. Limited

All the estate and interest of the registered proprietor in fee simple in the surface of All that parcel of land containing 10a 2r 10p situate in the parish of Sutherland County of Cumberland being part of the land comprised in Certificate of title dated the Second day of May Nineteen hundred and seven Registered Volume 1776 folio 27 and in the said Lease Number 50990 and being the surface ~~of the whole~~ of the land comprised in sublease Number 617296 (dated the twenty day of June 1901) from the Holt Sutherland Estate Company Limited to the said Reginald John Hope Neild and doth also transfer to the said N. S. W. Realty Co. Limited all the estate and interest of which is the said Holt Sutherland Estate Company 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 subleases Number 617296 except and reserving unto the said Company and its assigns during the residue now unexpired of the term of the said Lease Number 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

make maintain and use any necessary and convenient underground works what-  
soever to the intent that the said N. S. W. Realty Co. Limited

may become the registered proprietor in fee simple of the surface lands comprised in the said sublease Number 67296 to the extent only directed and 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 Number 50990 subject to all the provisions and 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 said 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 Estate Company Limited was hereunto  
affixed at Sydney the *twelfth* day of *June* in  
the year 1914

The Common Seal of the Holt Sutherland  
Estate Company Limited was affixed hereto  
by the Directors present at a meeting of  
The Board of Directors of that Company  
held this *twelfth* day of *June*  
1914 and such Directors thereupon signed

this transfer in the presence of

*J. M. Malone*

Secretary/

Received

*1.11.1914*

Signed in my presence by the said )  
who is personally known to me. )

*H. L. Carter*

*Banker Bank Sydney*

- I hereby request and direct the within  
- transfer

*Witness Reginald W. A. Peile*  
*Gov. W. W. W. W.*

*W. L. Jackson*  
*E. Simpson*

Accepted and I hereby certify  
this transfer to be correct for  
the purpose of the R. P. Act.

*W. L. Jackson*

Vol 2nd 10 p. Lot 35 D.P. 6153  
near homo  
phs of Sutherland  
Shore of Sutherland  
(Excepting & reserving all mines etc)

ESTATE OF THE REGISTRAR  
REGISTRATION

Capek 1894

A 119281

The Holt Sutherland Estate Transferrer  
Co. Ltd

N. S. W. Realty Co. Limited Transferee

Particulars entered on Reg Book. Vol 1776 fol 27.  
4th Lease 50990 1st sub lease 617296.

14th August 1914 at 4 o'clock

H.R. Goldring  
Acting Reg



See letter No. 14/2330 attached to A119281 re consolidation  
Bond C.T. proposed 11/8/14

15 AUG 19 P.M.

	DATE	INITIALS
SENT TO SURV. BRANCH		
RECEIVED FROM RECORDS	10-8-14	
DRAFT WRITTEN	11-8-14	
DRAFT EXAMINED		
SENT TO RECORDS		
REQUISITION		
REGISTR.		
FORWARDED		
RECEIVED FROM RECORDS	12/8/14	
CERTIFICATE ENGROSSED		
DIAGRAM COMPLETE	13/8/14	
CERTIFICATE EXAMINED		
ACCOUNTANT		
DEP. REGISTRAR GENERAL	AUG 21 1914	
VOL 2504	178	
FOL 178	2	

D



## **Applicant:**

Willis & Bowring Solicitors  
575 Kingsway  
MIRANDA NSW 2228

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

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Certificate no:	ePC:20/3202	Delivery option:	
Certificate date:	07/07/2020	Your reference:	BH:421235-2

## **Property:**

Lot 2 DP 1181885  
54A Caravan Head Road OYSTER BAY NSW 2225

## **Zone:**

\* Sutherland Shire Local Environmental Plan 2015

Zone R2 Low 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.*



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**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
  - \* Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
  - \* 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 (Educational Establishments & Child Care Facilities) 2017
  - \* SEPP (Infrastructure) 2007
  - \* SEPP (Mining, Petroleum & Extractive Industries) 2007
  - \* SEPP (Housing for Seniors or People with a Disability) 2004
  - \* SEPP No.19 - Bushland in Urban Areas
  - \* SEPP No.21 - Caravan Parks
  - \* SEPP No.33 - Hazardous and Offensive Development
  - \* SEPP No.50 - Canal Estate Development
  - \* SEPP No.55 - Remediation of Land
  - \* SEPP No.64 - Advertising and Signage

- \* SEPP No.65 - Design Quality of Residential Apartment Development
- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences and Consents) 2018
- \* SEPP (Primary Production and Rural Development) 2019

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 (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation and SEPP Remediation of Land.

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 R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

- (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 this

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.)

**Low Rise Housing Diversity Code**

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

(Note: All land in the Sutherland Shire is deferred from this code until the 1<sup>st</sup> of July 2020.)

**Green Field Housing Code**

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

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**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.

**Inland Code**

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

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

**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 a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

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 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 3.15 of the Act?

No

## **9. Contribution Plans**

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

- \* The 2016 Section 7.12 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, schools or TAFE establishments**

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) or cl38(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 line extending to the right.

Mark Carlon  
Manager Strategic Planning



Application: 10475721  
Your Ref: 421235-2

09 July 2020

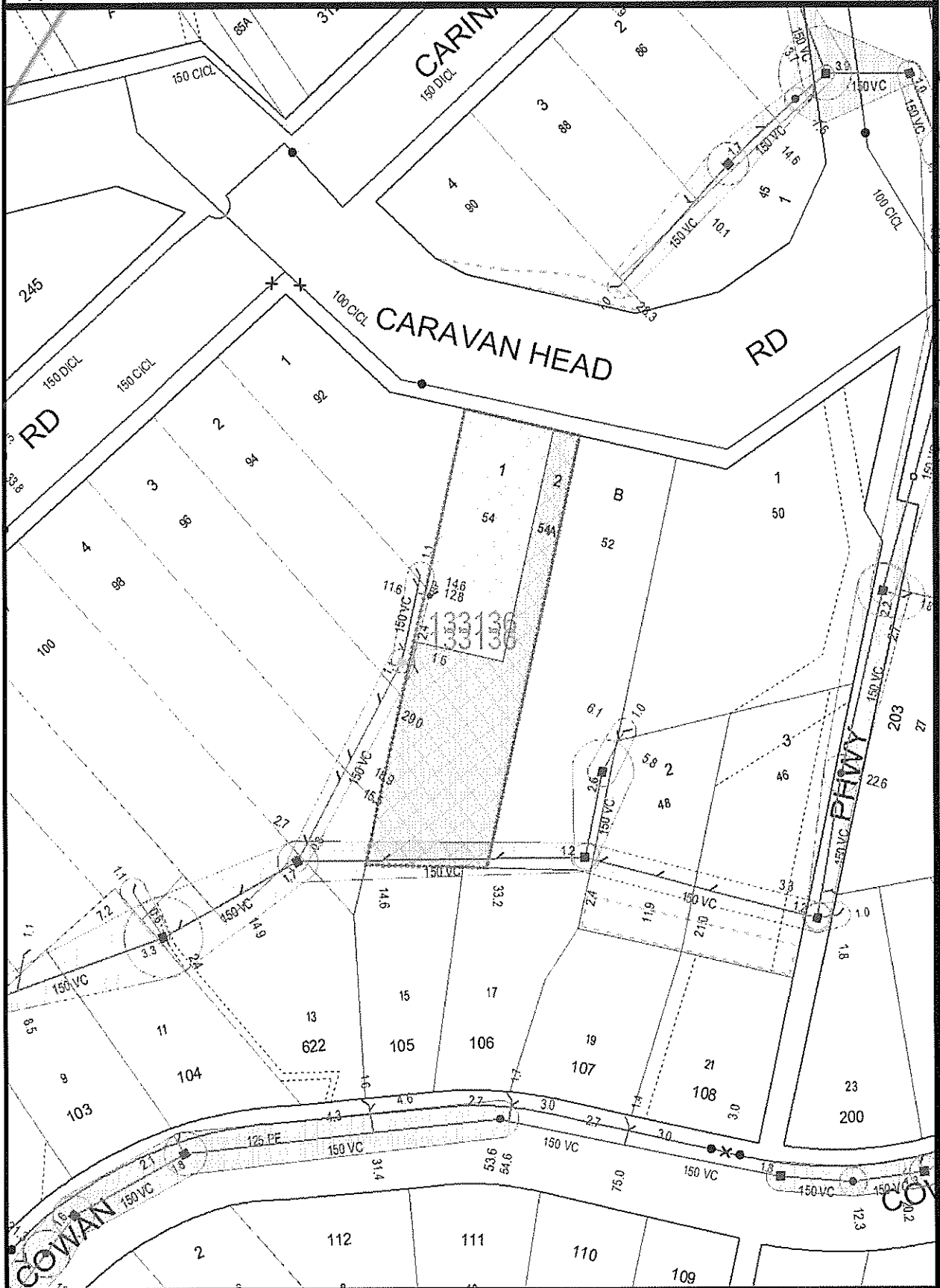
**Property details:** 54A Caravan Head Rd Oyster Bay NSW 2225  
LOT 2 DP 1181885

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



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





Revenue

Enquiry ID	3285900
Agent ID	81429403
Issue Date	07 Jul 2020
Correspondence ID	1709622151
Your reference	421235-2

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
D1181885/2	54A CARAVAN HEAD RD OYSTER BAY 2225	\$668 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

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

A certificate may be issued as 'clear' if:

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

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

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

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



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



1300 139 816\*

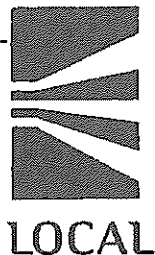


Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

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



# Final Occupation Certificate

CERTIFICATE NUMBER: 8014676

yours locally

Local Cronulla  
6/17 Surf Road, Cronulla 2230  
DX 21103 Cronulla  
o 1300 368 534  
i 02 9523 2021  
www.localgroup.com.au

Issued under the Environmental Planning and Assessment Act 1979

**SUBJECT LAND:**

LOT: 2  
DP: 1181885  
54A CARAVAN HEAD ROAD  
OYSTER BAY  
NSW 2225

**DESCRIPTION OF WORK:**

SINGLE DWELLING AND SWIMMING POOL

**LIMITATIONS AND/OR EXCLUSIONS:**

**BUILDING CLASSIFICATION:**

1a, 10b


In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- A current Complying Development Certificate No: 8014676 dated 14/02/2014 has been issued with respect to the plans and specifications for the building and is in force.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered

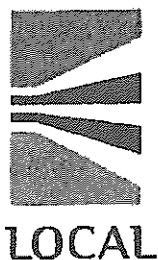
**DOCUMENTS ACCOMPANYING THE APPLICATION:**

Manufacturers Certificate for Glazing (Shower Screens)  
Waterproofing Installation Certificate  
Final Identification Survey  
Smoke Alarm Installation Certificate  
Certificate of Structural Adequacy for Piers & Slab  
Certificate of Installation of BASIX Requirements  
Record of Critical Stage Inspections

  
Paul Gearin  
BPB0132

24 4 15  
Date of Certificate

DocID: 401149



# Complying Development Certificate

Local Norwest  
6/17 Surf Road, Cronulla 2230  
PO Box 7321 Cronulla 2230  
DX 8461 Castle Hill  
1300 368 534  
02 9836 5722  
www.localgroup.com.au

CERTIFICATE NUMBER: 8014676

Issued under the Environmental Planning and Assessment Act 1979

**SUBJECT LAND:** LOT: 2  
DP: 1181885  
54A CARAVAN HEAD ROAD  
OYSTER BAY  
NSW 2225

**LAND USE ZONE:** R2

**DATE OF CERTIFICATE LAPSE:** 14/2/19

**DESCRIPTION OF WORK:** Single Dwelling

**LIMITATIONS &/OR EXCLUSIONS:**

**BUILDING CLASSIFICATION:** 1a

The application for this Complying Development Certificate has been determined by **APPROVAL WITH CONDITIONS** in accordance with the procedures outlined in Clause 130 of the Environmental Planning and Assessment Regulation 2000. In making this determination, I certify that the development is Complying Development and (if carried out as specified in the certificate) will comply with all development standards applicable to the development and with such other requirements prescribed by this regulation concerning the issue of the certificate.

## DOCUMENTS ACCOMPANYING THE APPLICATION:

### PLANS:

ARCHITECTURAL PLANS PREPARED BY JASON DOYLE, SHEETS 01-03, REVISION B, DATED FEBRUARY 2014

### SPECIFICATIONS:

### OTHER DOCUMENTS:

APPLICATION FORM  
OWNERS CONSENT  
LSL RECEIPT  
BASIX CERTIFICATE NO: 5279579  
SYDNEY WATER APPROVAL  
ENGINEERING DESIGN CERTIFICATE

FIRE SAFETY SCHEDULE ATTACHED:

YES



N/A



CONDITIONS OF APPROVAL:

YES



Paul Gearin  
BPB0132

14/2/14  
Date of Certificate

Owners Copy

Doc ID: 4C6F149



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>c5b81e24</b>
<b>Property Address:</b>	<b>54A CARAVAN HEAD ROAD OYSTER BAY</b>
<b>Date of Registration:</b>	<b>15 September 2015</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>Inground pool</b>

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Compliance**

#### **Section 22D - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>c5b81e24</b>
<b>Property Address:</b>	<b>54A CARAVAN HEAD ROAD OYSTER BAY</b>
<b>Expiry Date:</b>	<b>10 July 2023</b>
<b>Issuing Authority:</b>	<b>Bradley Miles - Accredited Certifier - bpb2448</b>

**Complied with AS1926.1 (2012).**

**The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.**

**This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.**

**The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.**

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**