

# Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents Level 3, 12 Central Road MIRANDA NSW 2228	Phone: 9525 4666 Fax: 9525 4699
co-agent vendor	ADAM CHRISTOPHER HARRISON & BELINDA JOY HARRISON 25 Wiggins Avenue COMO NSW 2226	
vendor's solicitor	AFFINITY LAW Suite 6, 754 Old Princes Highway SUTHERLAND NSW 2232 (PO Box 1308, Sutherland NSW 1499)	Phone: 9521 2100 Fax: 9521 4300 Ref: MW:006617
date for completion	70th	day after the contract date (clause 15)
land (address, plan details and title reference)	25 Wiggins Avenue, COMO NSW 2226 Registered Plan: Lot 3 in Deposited Plan 376857 Folio Identifier: 3/376857	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Boatshed	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

\_\_\_\_\_  
**vendor**

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

\_\_\_\_\_  
**witness**

**purchaser**    ☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

\_\_\_\_\_  
**witness**

## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  
**proposed electronic transaction** (clause 30)

☒ NO ☐ yes  
☒ 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)

<b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number</b>
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## List of Documents

## General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☒ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☒ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

## Swimming Pools Act 1992

- ☒ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

## Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1989

## Other

- ☐ 52

**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.

**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—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

### **WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>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 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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



**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor serves notice of intention to *rescind*; and

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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



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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

#### 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, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

##### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
  - *remittance amount* payable; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies, and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless 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 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, 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;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate the Electronic Workspace with title data;*  
 30.6.2 *create and populate an electronic transfer;*  
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*  
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*  
 30.7.1 *join the Electronic Workspace;*  
 30.7.2 *create and populate an electronic transfer;*  
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*  
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*  
 30.8.1 *join the Electronic Workspace;*  
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*  
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*  
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*  
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*  
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*  
 30.10.2 *all certifications required by the ECNL are properly given; and*  
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*  
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*  
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*  
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*  
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*  
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*  
  - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the 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*
  - *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>   | <i>details of the adjustments to be made to the price under clause 14;</i>  |
| <i>certificate of title</i> | <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> |
| <i>completion time</i>      | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i>   |

<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>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>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

**ADDITIONAL CLAUSES ANNEXED TO CONTRACT FOR THE SALE AND  
PURCHASE OF LAND 2017 EDITION**

BETWEEN: (VENDOR)

AND: (PURCHASER)

DATED THIS DAY OF

---

**32. Amendments to Printed Form**

32.1. If there is any inconsistency between any clause in the printed form “Contract for the Sale and Purchase of Land 2017 Edition” (to which this annexure is attached) and any clause in this annexure “Additional Clauses Annexed to Contract for the Sale and Purchase of Land 2017 Edition”, the additional clauses in this annexure will prevail.

32.2 Each party hereby agrees to amend the printed form Contract for the Sale and Purchase of Land 2017 Edition as follows:

- (a) Clause 4.1 - delete the word “Normally”.
- (b) Clause 7.1.1 - delete “5%” and substitute “1%”.
- (c) Clause 7.2.1 - delete “10%” and substitute “1%”.
- (d) Clause 8.1.1 - delete the words “on reasonable grounds”.
- (e) Clause 8.1.2 - delete the words “and those grounds”.
- (f) Clause 8.1.3 - delete “14” and substitute “7”.
- (g) Clause 14.4.2 - delete.
- (h) Clause 16.5 - delete the words “plus another 20% of that fee”.
- (i) Clause 16.8 - delete.
- (j) Clause 16.11.3 - amend by adding the words “or any other place reasonably nominated by the Vendor’s solicitor”.
- (k) Clause 16.12 - delete.
- (l) Clause 23.9.1 - delete.
- (m) Clause 23.13 - delete “7” and substitute “2”.
- (n) Clause 23.14 - delete “7” and substitute “2”.
- (o) Clause 31.4 - delete “7” and substitute “2”.

**33. Purchaser's Indemnity**

- 33.1 The Purchaser warrants that the Purchaser has not been introduced to the Vendor or the property by any agent or agency other than the Vendor's agent (if any) named on the front page of this Contract.
- 33.2 The Purchaser hereby indemnifies the Vendor against any claim made by any other agent, person, agency, firm or company for commission (including all damages, costs and expenses on a solicitor and client basis which is incurred by the Vendor) as a result of the Purchaser's breach or alleged breach of this warranty.
- 33.3 The provisions of this clause do not merge on completion.

**34. Exclusion of Pre-Contractual Representations**

- 34.1 The Purchaser acknowledges that the terms and conditions in this Contract form the whole of the agreement between the Vendor and the Purchaser relating to the sale of the property.
- 34.2 The parties have not entered into and are not bound by any collateral agreement or other agreement (oral or in writing) apart from this Contract.
- 34.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:
  - (a) such warranty, representation, agreement or term is contained in the express terms of this Contract; or
  - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 34.4 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively upon the following matters independently of any statement, inducements or representations made by or on behalf of the Vendor (including any agent acting on behalf of the Vendor):
  - (a) the inspection of and investigation relating to the land made by or on behalf of the Purchaser;
  - (b) the warranties and representations expressly contained in this Contract;
  - (c) the skill and judgment of the Purchaser and/or the Purchaser's consultants and representatives; and
  - (d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.



### **35. Statement of Title**

The Purchaser hereby acknowledges and agrees that for the purposes of clause 4.2, sufficient information and description of the property has been disclosed in this Contract and the Vendor is under no obligation to provide any further disclosure to the Purchaser.

### **36. Claims by Purchaser**

Notwithstanding the provisions of clause 7, it is hereby agreed between the parties that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clause 8 of this Contract.

### **37. Death, Insanity, Insolvency & Bankruptcy**

Without in any way limiting, negating or restricting any right or remedy which would have been available to the parties at law or in equity had this clause not been included in this Contract, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the other party may rescind this Contract (by notice in writing served on the first party or their solicitor) and thereupon this Contract will be at an end and the provisions of clause 19 will apply; or
- (b) is declared bankrupt or being a company resolves to go into liquidation or have a petition for its winding up presented or enters into a scheme of arrangement with its creditors or has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, then the first party will be deemed to be in default under this Contract.

### **38. Late Completion**

- 38.1 If for any reason (other than default by the Vendor) completion of this Contract does not take place on or before the completion date then in addition to any other sums payable and without prejudice to the Vendor's rights under this Contract or otherwise, the Purchaser will on completion (which for the purposes of this clause includes rescission or termination) pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated daily from the completion date to the date of actual completion (both inclusive) such amount to be paid as an adjustment in favour of the Vendor on actual completion.
- 38.2 The parties agree that the interest payable by the Purchaser under this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract.

- 38.3 It is an essential term of this Contract that such interest be paid to the Vendor on completion and the Purchaser is not entitled to require the Vendor to complete unless such interest is paid.

### **39. Release of Deposit**

At the request of the Vendor, the Purchaser:

- (a) authorises the Vendor to use all or part of the deposit for the purpose of payment of a deposit and/or stamp duty on a property that the Vendor is purchasing (either solely or jointly);
- (b) authorises the stakeholder to release all or part of the deposit for those purposes; and
- (c) must give on request to the stakeholder a written authority to release all or part of the deposit.

### **40. Notice to Complete**

- 40.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any Notice to Complete given by either party under this Contract shall be reasonable and sufficient as to time if a period of 14 days from the date of service of the Notice to Complete is allowed for completion.
- 40.2 The party serving a Notice to Complete may at any time withdraw such Notice to Complete by further notice to the party in default without prejudice as to the issuing parties' continuing right to give a further Notice to Complete.
- 40.3 Time will be of the essence in respect of the date of completion specified in any Notice to Complete.
- 40.4 If the Vendor issues a Notice to Complete, the Purchaser will be liable for and must pay on demand an amount of \$385.00 (GST inclusive) for the legal costs and other expenses incurred by the Vendor in issuing the Notice to Complete.
- 40.5 The parties agree that the costs payable by the Purchaser under this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract.
- 40.6 It is an essential term of this Contract that the costs payable under this clause be paid to the Vendor on completion and the Purchaser is not entitled to require the Vendor to complete unless such costs are paid.

#### **41. Condition, State of Repair & Use**

- 41.1 The Purchaser accepts the property in its present condition and state of repair subject to any infestation and dilapidation with all faults (latent and patent) and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.
- 41.2 The Purchaser represents and warrants to the Vendor that as a result of the Purchaser's own inspection and enquiries, the Purchaser is satisfied about the purpose for which the property may be used and about all restrictions and prohibitions on its development.

#### **42. Services**

The Purchaser hereby acknowledges and accepts that title to the property is being taken subject to existing water, sewerage, gas, electricity, telephone and other installations or services (if any) and shall not make any objection, requisition or claim for compensation in respect of:

- (a) the nature, location, availability or non-availability of any such service;
- (b) if any such service is a joint service with any other lot, property or properties;
- (c) if any services for any other lot, property or properties or the pipes or connections thereof pass through the property;
- (d) if any building or improvement on the property is erected over the sewer.

#### **43. Stamp Duty**

- 43.1 The Purchaser must pay all stamp duties (including all penalties and fines) which are payable in connection with this Contract and hereby indemnifies the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties.
- 43.2 The provisions of this clause do not merge on completion.

#### **44. Settlement Adjustments**

- 44.1 Each party agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn in respect of same, the party will forthwith upon being so requested by the other party make the correct calculation and pay such amount or amendment to such amount to the other party as is shown by such calculation to be payable.
- 44.2 The provisions of this clause do not merge on completion.

#### **45. Settlement Venue & Rescheduling**

- 45.1 For the purposes of clause 16.13, if the Purchaser requires completion at another address, the Purchaser will be liable for and must pay an amount of \$165.00 (GST inclusive) for the legal costs and other expenses (including agency fees) incurred by the Vendor.
- 45.2 If for any reason (other than default by the Vendor) completion of this Contract does not take place at the time scheduled between the parties and settlement requires re-scheduling, then in addition to any other sums payable and without prejudice to the Vendor's rights under this Contract or otherwise, the Purchaser will be liable for and must pay an amount of \$220.00 (GST inclusive) for the legal costs and other expenses incurred by the Vendor in respect of settlement re-arrangements.
- 45.3 It is an essential term of this Contract that the costs payable under this clause be paid to the Vendor on completion and the Purchaser is not entitled to require the Vendor to complete unless such costs are paid.

#### **46 Reduced Deposit**

- 46.1 In the event that the Vendor is agreeable to accepting less than the full 10% of the purchase price as deposit on the exchange of Contracts then the Purchaser will pay the full 10% deposit to the Vendor as follows:
- (a) 5% of the purchase price on or before the date of this Contract; and
  - (b) the balance of the deposit, being 5% of the purchase price, on the earlier of completion or on demand by the Vendor. If the Purchaser fails to pay the sum of demand by the Vendor, the Vendor may recover the balance of the deposit from the Purchaser as a debt (plus interest thereon at the rate of 10% per annum calculated daily from the date of demand until the date of payment in full of the balance of the deposit and interest).
- 46.2 The provisions of this clause do not merge on termination of this Contract.

#### **47. Swimming Pool**

- 47.1 If a swimming pool is situated on the property then the Purchaser accepts the swimming pool, its surrounds and any fencing and gates in their present condition and state of repair.
- 47.2 The Purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992.

**48. Foreign Acquisitions and Takeovers Act 1975**

- 48.1 Notwithstanding the provisions of clause 22, the Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) (as amended from time to time) does not apply to the Purchaser.
- 48.2 The Purchaser hereby indemnifies the Vendor against any penalties, fines, claims, damages or loss (including all legal costs and expenses on a solicitor and client basis which is incurred by the Vendor) as a result of the Purchaser's breach or alleged breach of this warranty.
- 48.3 The provisions of this clause do not merge on completion.

**49. Transfer**

Should the Purchaser fail to serve the Transfer in accordance with the terms of this Contract and at least fourteen (14) days before the completion date then the Purchaser will be liable for and must pay on completion an amount of \$77.00 (GST inclusive) for the legal costs and other expenses incurred by the Vendor in arranging execution thereof.

**50. Guarantee**

If the Purchaser is a company, the officers or persons who sign this Contract on behalf of the Purchaser or who attest the seal of the Purchaser on this Contract, in consideration of the Vendor entering into this Contract, jointly and severally:

- (a) guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price;
- (b) indemnify the Vendor in respect of any default of the Purchaser under this Contract; and
- (c) acknowledge that the Vendor may seek to recover any loss from the guarantor/s before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor/s from obligations to pay any balance that may be owing to the Vendor.

.....  
Signature of Guarantor

.....  
Signature of Guarantor

.....  
Witness

.....  
Witness

**51. Vendor Disclosure**

The Vendor discloses and the Purchaser acknowledges that the pontoon at the rear of the property has not been granted approval and as a result may not comply with the requirements of the local Council or any other competent authority. The Purchaser cannot make any objection, requisition, claim for compensation, withhold purchase monies, delay completion or seek to rescind or terminate this Contract because of this disclosure or any matter related thereto.

**52. Owner-Builder “Consumer Warning”**

The Vendor discloses and the Purchaser acknowledges that:

- (a) An owner-builder permit was issued 16 February 2011 in relation to the land; and
- (b) Work done under an owner-builder permit is not required to be insured under the *Home Building Act 1989* (unless done by a contractor to the owner-builder).



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/376857

SEARCH DATE	TIME	EDITION NO	DATE
6/9/2017	2:23 PM	4	9/2/2010

LAND

LOT 3 IN DEPOSITED PLAN 376857  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP376857

FIRST SCHEDULE

ADAM CHRISTOPHER HARRISON  
BELINDA JOY HARRISON  
AS JOINT TENANTS (T AF303444)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 RESERVATION OF MINERALS IN THE GRANT OF 12 PERCHES
- 3 MAINTENANCE OF AND FOR SEA WALL AND FORFEITURE IN CERTAIN EVENTS
- 4 AF303445 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

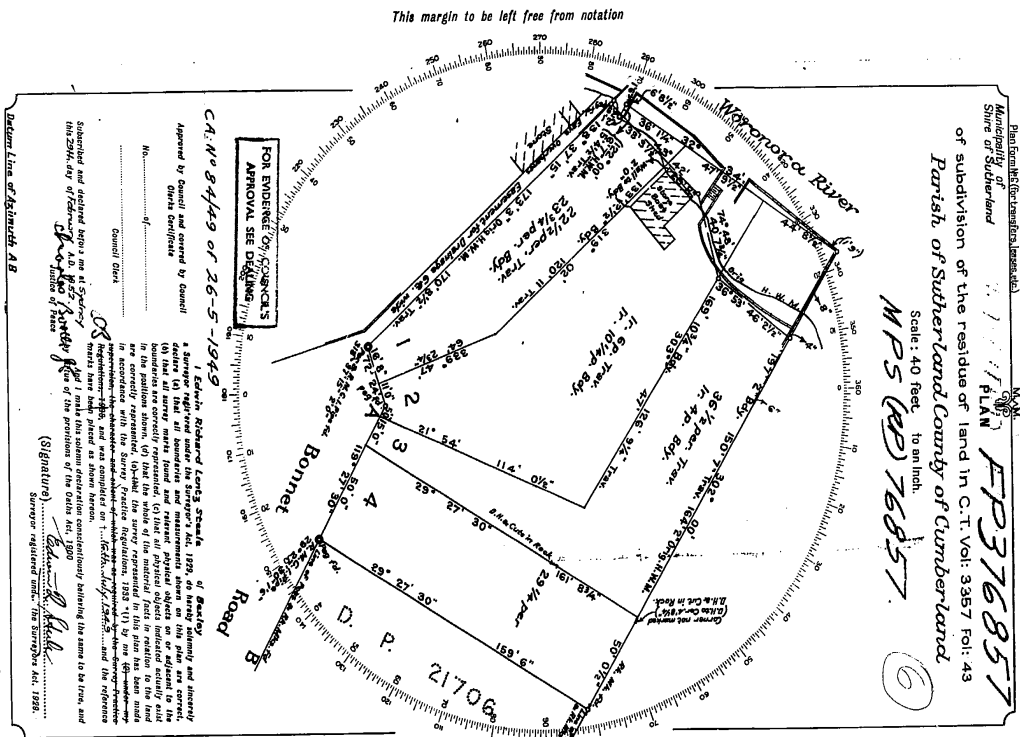
NOTATIONS

UNREGISTERED DEALINGS: NIL

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

MW:006617

PRINTED ON 6/9/2017



This is the plan marked " " referred to in.

CONVERSION TABLE (IN)  
DEPARTMENT OF TANDOS

DP 376837

FEET	INCHES	METERS
1	6	0.457
2	-	0.610
3	-	0.914
4	1/2	1.054
5	5	1.270
6	7	1.638
7	-	2.007
8	1/2	2.045
9	-	3.353
10	-	4.572
11	15	4.912
12	3 1/2	10.167
13	1 1/4	11.803
14	-	12.802
15	8 1/2	13.627
16	4	14.304
17	1 1/2	14.998
18	2	15.240
19	9 1/2	15.537
20	0 1/2	15.850
21	2 3/4	16.509
22	3 1/2	16.764
23	11	17.015
24	0 1/2	17.304
25	1 1/2	17.678
26	2 1/4	18.033
27	3 1/4	18.426
28	4	18.800
29	5	19.150
30	6	19.504
31	7	20.321
32	8	20.929
33	9	21.590
34	10 3/4	22.264
35	11 1/2	22.862
36	12	23.113
37	1 1/4	23.526
38	2 1/4	23.813
39	3 1/4	24.133
40	4 1/2	24.404
41	5 1/2	24.693
42	6 1/2	24.990
43	7 1/2	25.297
44	8 1/2	25.604
45	9 1/2	25.912
46	10 3/4	26.220
47	11 1/2	26.528
48	12	26.826
49	1 1/4	27.125
50	2	27.432
51	3	27.737
52	4	28.042
53	5	28.347
54	6	28.652
55	7	28.957
56	8	29.262
57	9	29.567
58	10 3/4	30.176
59	11 1/2	30.485
60	12	30.784
61	1 1/4	31.083
62	2 1/4	31.382
63	3 1/4	31.681
64	4 1/2	31.980
65	5 1/2	32.279
66	6 1/2	32.578
67	7 1/2	32.877
68	8 1/2	33.176
69	9 1/2	33.475
70	10 3/4	33.774
71	11 1/2	34.073
72	12	34.372
73	1 1/4	34.671
74	2 1/4	34.970
75	3 1/4	35.269
76	4 1/2	35.568
77	5 1/2	35.867
78	6 1/2	36.166
79	7 1/2	36.465
80	8 1/2	36.764
81	9 1/2	37.063
82	10 3/4	37.362
83	11 1/2	37.661
84	12	37.960
85	1 1/4	38.259
86	2 1/4	38.558
87	3 1/4	38.857
88	4 1/2	39.156
89	5 1/2	39.455
90	6 1/2	39.754
91	7 1/2	40.053
92	8 1/2	40.352
93	9 1/2	40.651
94	10 3/4	40.950
95	11 1/2	41.249
96	12	41.548
97	1 1/4	41.847
98	2 1/4	42.146
99	3 1/4	42.445
100	4 1/2	42.744
101	5 1/2	43.043
102	6 1/2	43.342
103	7 1/2	43.641
104	8 1/2	43.940
105	9 1/2	44.239
106	10 3/4	44.538
107	11 1/2	44.837
108	12	45.136
109	1 1/4	45.435
110	2 1/4	45.734
111	3 1/4	46.033
112	4 1/2	46.332
113	5 1/2	46.631
114	6 1/2	46.930
115	7 1/2	47.229
116	8 1/2	47.528
117	9 1/2	47.827
118	10 3/4	48.126
119	11 1/2	48.425
120	12	48.724
121	1 1/4	49.023
122	2 1/4	49.322
123	3 1/4	49.621
124	4 1/2	49.920
125	5 1/2	50.219
126	6 1/2	50.518
127	7 1/2	50.817
128	8 1/2	51.116
129	9 1/2	51.415
130	10 3/4	51.714
131	11 1/2	52.013
132	12	52.312
133	1 1/4	52.611
134	2 1/4	52.910
135	3 1/4	53.209
136	4 1/2	53.508
137	5 1/2	53.807
138	6 1/2	54.106
139	7 1/2	54.405
140	8 1/2	54.704
141	9 1/2	55.003
142	10 3/4	55.302
143	11 1/2	55.601
144	12	55.900
145	1 1/4	56.199
146	2 1/4	56.498
147	3 1/4	56.797
148	4 1/2	57.096
149	5 1/2	57.395
150	6 1/2	57.694
151	7 1/2	57.993
152	8 1/2	58.292
153	9 1/2	58.591
154	10 3/4	58.890
155	11 1/2	59.189
156	12	59.488
157	1 1/4	59.787
158	2 1/4	60.086
159	3 1/4	60.385
160	4 1/2	60.684
161	5 1/2	60.983
162	6 1/2	61.282
163	7 1/2	61.581
164	8 1/2	61.880
165	9 1/2	62.179
166	10 3/4	62.478
167	11 1/2	62.777
168	12	63.076
169	1 1/4	63.375
170	2 1/4	63.674
171	3 1/4	63.973
172	4 1/2	64.272
173	5 1/2	64.571
174	6 1/2	64.870
175	7 1/2	65.169
176	8 1/2	65.468
177	9 1/2	65.767
178	10 3/4	66.066
179	11 1/2	66.365
180	12	66.664
181	1 1/4	66.963
182	2 1/4	67.262
183	3 1/4	67.561
184	4 1/2	67.860
185	5 1/2	68.159
186	6 1/2	68.458
187	7 1/2	68.757
188	8 1/2	69.056
189	9 1/2	69.355
190	10 3/4	69.654
191	11 1/2	69.953
192	12	70.252
193	1 1/4	70.551
194	2 1/4	70.850
195	3 1/4	71.149
196	4 1/2	71.448
197	5 1/2	71.747
198	6 1/2	72.046
199	7 1/2	72.345
200	8 1/2	72.644
201	9 1/2	72.943
202	10 3/4	73.242
203	11 1/2	73.541
204	12	73.840
205	1 1/4	74.139
206	2 1/4	74.438
207	3 1/4	74.737
208	4 1/2	75.036
209	5 1/2	75.335
210	6 1/2	75.634
211	7 1/2	75.933
212	8 1/2	76.232
213	9 1/2	76.531
214	10 3/4	76.830
215	11 1/2	77.129
216	12	77.428
217	1 1/4	77.727
218	2 1/4	78.026
219	3 1/4	78.325
220	4 1/2	78.624
221	5 1/2	78.923
222	6 1/2	79.222
223	7 1/2	79.521
224	8 1/2	79.820
225	9 1/2	80.119
226	10 3/4	80.418
227	11 1/2	80.717
228	12	81.016
229	1 1/4	81.315
230	2 1/4	81.614
231	3 1/4	81.913
232	4 1/2	82.212
233	5 1/2	82.511
234	6 1/2	82.810
235	7 1/2	83.109
236	8 1/2	83.408
237	9 1/2	83.707
238	10 3/4	84.006
239	11 1/2	84.305
240	12	84.604
241	1 1/4	84.903
242	2 1/4	85.202
243	3 1/4	85.501
244	4 1/2	85.800
245	5 1/2	86.099
246	6 1/2	86.398
247	7 1/2	86.697
248	8 1/2	86.996
249	9 1/2	87.295
250	10 3/4	87.594
251	11 1/2	87.893
252	12	88.192
253	1 1/4	88.491
254	2 1/4	88.790
255	3 1/4	89.089
256	4 1/2	89.388
257	5 1/2	89.687
258	6 1/2	89.986
259	7 1/2	90.285
260	8 1/2	90.584
261	9 1/2	90.883
262	10 3/4	91.182
263	11 1/2	91.481
264	12	91.780
265	1 1/4	92.079
266	2 1/4	92.378
267	3 1/4	92.677
268	4 1/2	92.976
269	5 1/2	93.275
270	6 1/2	93.574
271	7 1/2	93.873
272	8 1/2	94.172
273	9 1/2	94.471
274	10 3/4	94.770
275	11 1/2	95.069
276	12	95.368
277	1 1/4	95.667
278	2 1/4	95.966
279	3 1/4	96.265
280	4 1/2	96.564
281	5 1/2	96.863
282	6 1/2	97.162
283	7 1/2	97.461
284	8 1/2	97.760
285	9 1/2	98.059
286	10 3/4	98.358
287	11 1/2	98.657
288	12	98.956
289	1 1/4	99.255
290	2 1/4	99.554
291	3 1/4	99.853
292	4 1/2	100.152
293	5 1/2	100.451
294	6 1/2	100.750
295	7 1/2	101.049
296	8 1/2	101.348
297	9 1/2	101.647
298	10 3/4	101.946
299	11 1/2	102.245
300	12	102.544
301	1 1/4	102.843
302	2 1/4	103.142
303	3 1/4	103.441
304	4 1/2	103.740
305	5 1/2	104.039
306	6 1/2	104.338
307	7 1/2	104.637
308	8 1/2	104.936
309	9 1/2	105.235
310	10 3/4	105.534
311	11 1/2	105.833
312	12	106.132
313	1 1/4	106.431
314	2 1/4	106.730
315	3 1/4	107.029
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317	5 1/2	107.627
318	6 1/2	107.926
319	7 1/2	108.225
320	8 1/2	108.524
321	9 1/2	108.823
322	10 3/4	109.122
323	11 1/2	109.421
324	12	109.720
325	1 1/4	110.019
326	2 1/4	110.318
327	3 1/4	110.617
328	4 1/2	110.916
329	5 1/2	111.215
330	6 1/2	111.514
331	7 1/2	111.813
332	8 1/2	112.112
333	9 1/2	112.411
334	10 3/4	112.710
335	11 1/2	113.009
336	12	113.308
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339	3 1/4	114.205
340	4 1/2	114.504
341	5 1/2	114.803
342	6 1/2	115.102
343	7 1/2	115.401
344	8 1/2	115.700
345	9 1/2	116.000
346	10 3/4	116.299
347	11 1/2	116.598
348	12	116.897
349	1 1/4	117.196
350	2 1/4	117.495
351	3 1/4	117.794
352	4 1/2	118.093
353	5 1/2	118.392
354	6 1/2	118.691
355	7 1/2	118.990
356	8 1/2	119.289
357	9 1/2	119.588
358	10 3/4	119.887
359	11 1/2	120.186
360	12	120.485
361	1 1/4	120.784
362	2 1/4	121.083
363	3 1/4	121.382
364	4 1/2	121.681
365	5 1/2	121.980
366	6 1/2	122.279
367	7 1/2	122.578
368	8 1/2	122.877
369	9 1/2	123.176
370	10 3/4	123.475
371	11 1/2	123.774
372	12	124.073
373	1 1/4	124.372
374	2 1/4	124.671
375	3 1/4	124.970
376		

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 23rd day of January, 1979

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**Please reply to:**

General Manager  
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Sutherland NSW 1499  
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DX 4511 SUTHERLAND

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**ABN** 52 018 204 808

**Office Hours**

8.30am to 4.30pm

Monday to Friday

**Applicant:**

Affinity Law  
PO Box 1308  
SUTHERLAND NSW 1499

**Planning Certificate – Section 149(2) Certificate  
Environmental Planning and Assessment Act, 1979**

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Certificate no:	e149:17/4671	Delivery option:	
Certificate date:	06/09/2017	Your reference:	MW:006617

**Property:**

Lot 3 DP 376857  
25 Wogens Avenue COMO NSW 2226

**Zone:**

**Sutherland Shire Local Environmental Plan 2015**

Zone E3 Environmental Management

The land is subject to a Foreshore Building Line. Clause 6.9 of the  
Sutherland Shire Local Environmental Plan 2015 applies to this land.

**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 149(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 No. 19 – Bushland in Urban Areas
- \* SEPP No. 21 – Caravan Parks
- \* SEPP No. 30 – Intensive Agriculture
- \* SEPP No. 33 – Hazardous and Offensive Development
- \* SEPP No. 50 – Canal Estates
- \* SEPP No. 55 – Remediation of Land
- \* SEPP No. 62 – Sustainable Aquaculture
- \* SEPP No. 64 – Advertising and Signage
- \* SEPP No. 65 – Design Quality of Residential Flat Development.
- \* State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
- \* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
- \* State Environmental Planning Policy (Integration and Repeals) 2016
- \* SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- \* State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- \* SEPP (Infrastructure) 2007
- \* State Environmental Planning Policy (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

\* State Environmental Planning Policy (Educational Establishments  
and Child Care Facilities) 2017

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies apply:  
Amendments to SEPP (Infrastructure) 2007 and SEPP No.64 -  
Advertising.

Draft State Environmental Planning Policy Coastal Management  
2016 - (whole of lot).

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 E3 Environmental Management**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses;  
Environmental protection works; Flood mitigation works; Health consulting  
rooms; Home businesses; Home industries; Places of public worship;  
Recreation areas; Roads; Secondary dwellings

(d) Prohibited:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) or (c).

**Sutherland Shire Local Environmental Plan 2015** Clause 2.5 Additional permitted uses for particular land applies.

Use of certain land in E3 Environmental Management

The erection of a dual occupancy is permitted with development consent if:

(a) one of the dwellings is a lawfully constructed dwelling on the foreshore areas, and

(b) that dwelling has been in existence for at least 3 years before the commencement of this Plan, and

(c) the consent authority is satisfied that the dwelling forms part of the existing character of the waterfront.

The erection of a new dwelling that forms part of a dual occupancy on the foreshore area is prohibited.

(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?

The property is in a known area of Aboriginal Cultural Significance and you should be aware of the National Parks and Wildlife Service requirements for the protection of Aboriginal sites as directed by the National Parks and Wildlife Act 1974.

## 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 not be carried out under the General Housing Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is on an Acid Sulfate Soils Map as being Class 1 and/or Class 2. For information on the extent of the exemption, please refer to Council's website ([www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au)) for the

Acid Sulfate Soils map available through the Shire Maps tool. Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(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 and Container Recycling Facilities Code.

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

Complying development may not be carried out on the land under the Commercial and Industrial (New Buildings and Alterations) Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is on an Acid Sulfate Soils Map as being Class 1 and/or Class 2. For information on the extent of the exemption, please refer to Council's website ([www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au)) for the Acid Sulfate Soils map available through the Shire Maps tool.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(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 not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

Part of the land is in a foreshore area. For more information on the extent of the land based exemption, please see the Foreshore Building Line Map and Clause 6.9 in Sutherland Shire Local Environmental Plan 2015 available on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

Part of the land is on an Acid Sulfate Soils Map as being Class 1 and/or Class 2. For information on the extent of the exemption, please refer to Council's website ([www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au)) for the Acid Sulfate Soils map available through the Shire Maps tool.

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

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

## 4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

### 4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
  - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
  - (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

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

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

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

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

## 5. Mine Subsidence

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

No

## 6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

This land has been wholly or partly identified as bush fire prone land under the Rural Fire Service's Bush Fire Prone Land Mapping for the Sutherland Shire. Chapter 39 of Draft Sutherland Shire Development Control Plan 2015 sets controls for the development of Bush Fire Prone Land.

The land has been classified as Class 1 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.

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.

The land is identified as a Flood Planning Area on the Flood Planning Map and Clause 6.3 of Sutherland Shire Local Environmental Plan 2015 applies.

Council has by resolution adopted a policy to restrict the development of the land because of the likelihood of flooding as the land is classified as flood liable under the NSW State Government Flood Prone Land Policy. Draft Sutherland Shire Development Control Plan 2015 contains flood risk management maps and controls. The term Flood Risk relates to the potential danger to personal safety and property. Refer to the NSW State Government Floodplain Management Manual, 2005 for further details. Further information on flood levels (where available) may be obtained from Council's Stormwater Unit.

The finished floor level for any residential, commercial, industrial or other habitable structure, or major addition to any such structure, shall be a minimum 500 mm above the level of the 1% Annual Exceedance Probability (AEP) flood. Land shall only be filled to the minimum extent required to support and access a structure. Annual Exceedance Probability (AEP) refers to the probability of risk of a flood of a given size occurring or being exceeded in any given year. The Woronora River Flood Study dated August 1991 was prepared by consulting engineers for the New South Wales Public Works Department. The

estimated 1% AEP flood levels were given in that study. (Date 22/04/92 Plan Nos. 12577, 12578, 12579) This property is identified in that study as Zone 2, which has a 1% AEP flood level of 2.1 metres above AHD (Australian Height Datum).

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

The land is identified as a Flood Planning Area on the Flood Planning Map and Clause 6.3 of Sutherland Shire Local Environmental Plan 2015 applies.

Council has by resolution adopted a policy to restrict the development of the land because of the likelihood of flooding as the land is classified as flood liable under the NSW State Government Flood Prone Land Policy. Draft Sutherland Shire Development Control Plan 2015 contains flood risk management maps and controls. The term Flood Risk relates to the potential danger to personal safety and property. Refer to the NSW State Government Floodplain Management Manual, 2005 for further details. Further information on flood levels (where available) may be obtained from Council's Stormwater Unit.

The finished floor level for any residential, commercial, industrial or other habitable structure, or major addition to any such structure, shall be a minimum 500 mm above the level of the 1% Annual Exceedance Probability (AEP) flood. Land shall only be filled to the minimum extent required to support and access a structure. Annual Exceedance Probability (AEP) refers to the probability of risk of a flood of a given size occurring or being exceeded in any given year. The Woronora River Flood Study dated August 1991 was prepared by consulting engineers for the New South Wales Public Works Department. The estimated 1% AEP flood levels were given in that study. (Date 22/04/92 Plan Nos. 12577, 12578, 12579) This property is identified in that study as Zone 2, which has a 1% AEP flood level of 2.1 metres above AHD (Australian Height Datum).

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

## 8. Land reserved for acquisition

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

No

## 9. Contribution Plans

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

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

## 9A. Biodiversity certified land

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

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

No

## 10. Biodiversity stewardship sites

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

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

No

## 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been

notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

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

Is the land bush fire prone?

All of the land to which this certificate relates is bushfire prone land as defined under the Environmental Planning and Assessment Act 1979.

## **12. Property Vegetation Plans**

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

No

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

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

No.

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

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

No

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

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

No

## **16. Site compatibility certificates for infrastructure**

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

No

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

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

No



## 18. Paper subdivision information

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

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

No

## 19. Site verification certificates

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

If so, this statement includes:

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

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

No

## 20. Loose-fill asbestos insulation

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

No

**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 holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

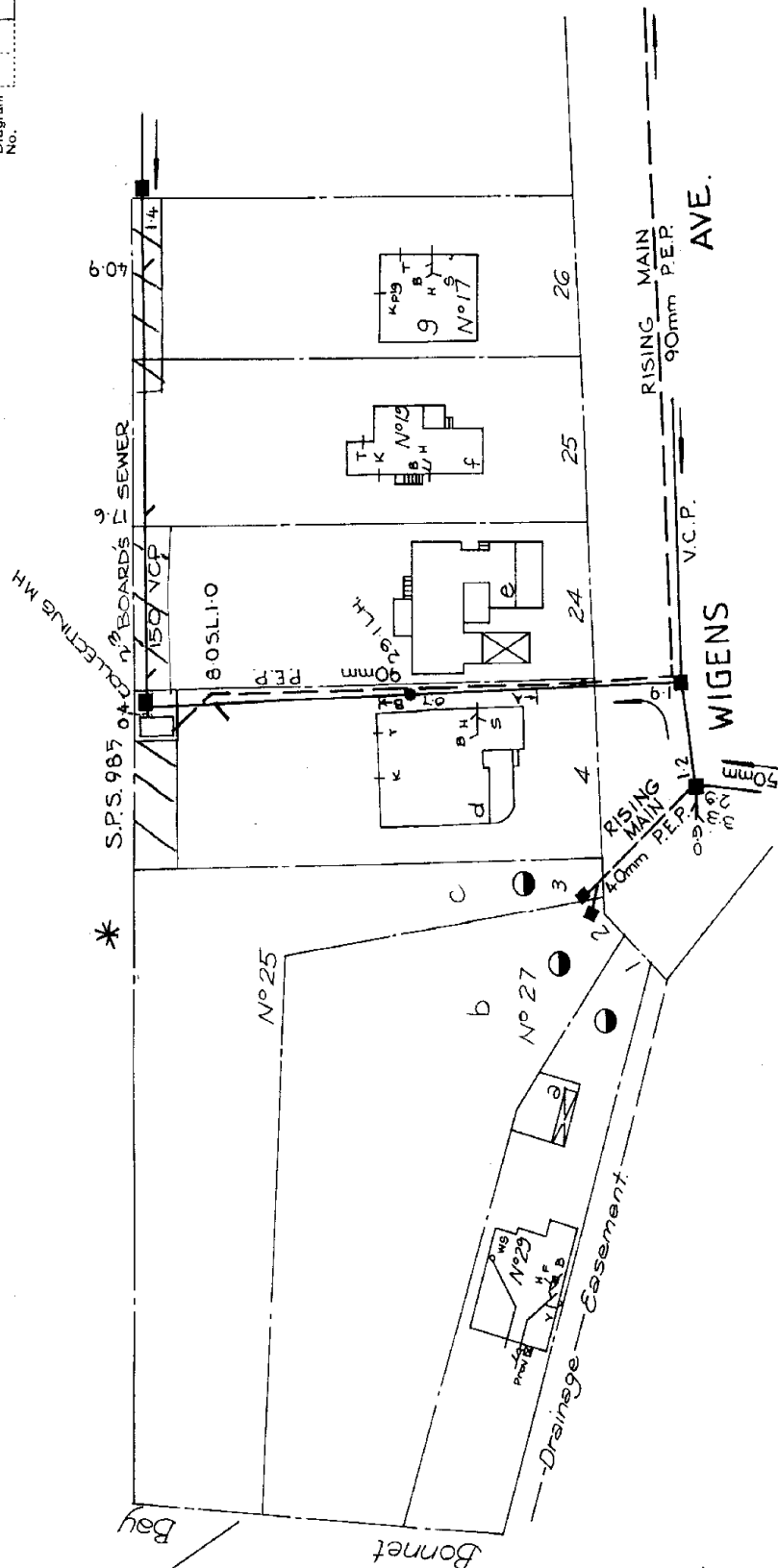
Yours faithfully



Mark Carlon  
Manager Environmental Planning

Copy of  
Diagram  
No.

04634276



PRIVATE PUMPING REQUIRED

NOTE: A-B CONCRETE ENCASED (Lot 4)

SEWER AVAILABLE		PLUMBING	
Used by	Date of Issue	Supervised by	Inspector
Inspector	W.O.	Tracing Checked by	Sheet No. 04634
Diagram Examined by	W.O. 304912	Gaz. on	14/5/93
Chief Inspector	Boundary Trap is not required		

SEWERAGE SERVICE DIAGRAM  
MUNICIPALITY OF Sutherland  
SUBURB OF Como

Scale: Approx. 1:500  
Distances/depths in metres  
pipe diameters in millimetres

for House Services Engineer

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.



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 the Office of State Revenue.

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Land ID	Land address	Taxable land value
D376857/3	25 WIGENS AVE COMO 2226	\$897 333

There is **no land tax** charged on the land up to and including the 2017 tax year.

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Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue



## OSR Contact Details



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



1300 139 816\*



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

\* Interstate clients please call (02) 9689 6200.  
Help in community languages is available.

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

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

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

The certificate may be issued as 'clear' if:

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

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

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

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

### How do I clear a certificate?

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

You should allow 10 working days to process a request.

### How do I get an updated certificate?

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

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

### Land value, tax rates and threshold

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

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



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

<b>Pool No:</b>	<b>479418ab</b>
<b>Property Address:</b>	<b>25 WIGENS AVENUE COMO</b>
<b>Expiry Date:</b>	<b>25 August 2020</b>
<b>Issuing Authority:</b>	<b>Bradley Miles - Accredited Certifier - bpb2448</b>

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



# Final Occupation Certificate

CERTIFICATE NUMBER: 8003320

Issued under the Environmental Planning and Assessment Act 1979

**SUBJECT LAND:**

LOT: 3  
DP: 376857  
25 WIGENS AVENUE  
COMO  
NSW 2226

**DESCRIPTION OF WORK:**

ADDITIONS AND ALTERATIONS & DETACHED GARAGE

**LIMITATIONS AND/OR EXCLUSIONS:**

**BUILDING CLASSIFICATION:**

1a, 10a

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:

- Development Consent No: 10/1144 dated 14/02/2011 issued by Sutherland Shire Council is in force with respect to the building.
- Construction Certificate No: 8003320 dated 05/08/2011 has been issued with respect to the plans and specifications for the building.
- 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:**

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

  
**Paul Gearin**  
BPB0132

8-12-16

Date of Certificate

Doc ID: 4C535B1



# RECORD OF MANDATORY INSPECTIONS

Unit 6, 17 Surf Road  
CRONULLA NSW 2230  
P: 1300 368 534  
F: 02 9523 2021  
E: info@localgroup.com.au

**Development  
Consent Number:** 10/1144

**Development  
Certificate Number:** 8003320

**Our Reference:** 8003320

**Subject Land:** Lot: 3 D.P.: 376857  
25 Wogens Avenue  
COMO NSW 2226

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

## **SCHEDULE "A"**

<b>Date of Inspection</b>	<b>Type of Inspection</b>	<b>Result</b>	<b>Accredited Certifier</b>
6/04/2011	Site Inspection	Satisfactory	Paul Gearin BPB0132
8/11/2011	Framework Inspection	Satisfactory	Paul Gearin BPB0132
28/02/2012	Framework Inspection	Satisfactory	Paul Gearin BPB0132
1/06/2012	Wet Area Inspection	Satisfactory	Paul Gearin BPB0132
11/07/2013	Slab Inspection	Satisfactory	Paul Gearin BPB0132
30/09/2016	Final Inspection	Satisfactory (Minor issues)	Paul Gearin BPB0132
5/12/2016	Reinspection (Final Inspection)	Satisfactory	Paul Gearin BPB0132

  
Paul Gearin  
Accredited Certifier  
Building Professionals Board  
BPB0132

8.12.16

Date