

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 Ph: 9525 4666 Fax: 9525 4699 contact: Troy Cleary E: troy@pulseproperty.com.au	

co-agent vendor	SAMANTHA LOUISE SHARP and JARON PETER SHARP of 111 Akuna Avenue, Bangor NSW 2234
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vendor's solicitor	Fabiani Solicitors 438a Princes Highway Rockdale NSW 2216 PO Box 245 Rockdale 2216 (DX 25316 Rockdale)	Ref: GF:SHA2017/0174 T: 02 9599 1933 F: 02 9567 8911
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date for completion	See Special Condition 5	after the contract date (clause 15)
land (address, plan details and title reference)	111 Akuna Avenue BANGOR NSW 2234 Lot 2 in Deposited Plan 581573 comprised in Certificate of Title Folio Identifier 2/581573	

improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:
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 type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air conditioner
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

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

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
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)

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

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

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **111 Akuna Avenue, Bangor**, from **Samantha Louise Sharp and Jaron Peter Sharp** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Samantha Louise Sharp and Jaron Peter Sharp** and am not employed in the legal practice of a solicitor acting for **Samantha Louise Sharp and Jaron Peter Sharp** nor am I a member or employee of a firm of which a solicitor acting for **Samantha Louise Sharp and Jaron Peter Sharp** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Additional clauses forming part of this contract

Dated:

between: **Samantha Louise SHARP and Jaron Peter SHARP** (vendor)

and: (purchaser)

1. Amendment to printed form of Contract

The following printed clauses are amended as follows:

1.1.1. **clause 1:** insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion;';

1.1.2. **clause 1:** *settlement cheque*: delete the second bullet point;

1.1.3. **clause 2.9:**

1.1.3.1. replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and

1.1.3.2. insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

1.1.4. **clause 4:** insert the following additional sub-clause:

4.6 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

1.1.5. **clause 7.1.1:** replace '5%' with '1%';

1.1.6. **Clause 7.1.3:** replace "14" with "7";

1.1.7. **Clause 7.2.1:** replace "10%" with "1%"

1.1.8. **clause 7.2.4:** delete the words 'and the costs of the purchaser';

1.1.9. **clause 8.1:** delete the words 'on reasonable grounds';

1.1.10. **clause 8.2:** delete the words from 'that' to 'grounds' inclusive;

1.1.11. **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

1.1.12. **clause 12:** insert the following:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

1.1.13. **clause 14.4.2:** delete the clause;

1.1.14. **clause 14.8:** delete the clause;

1.1.15. **clause 16:** insert the following additional sub-clause:

'16.3A Where the *property* includes personal property subject to a security interest:

1.1.15.1.1. in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);

1.1.15.1.2. to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and

1.1.15.1.3. no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.';

1.1.16. **clause 16.5:** delete all words from 'plus' to the end of the sub-clause;

1.1.17. **clause 16.6:** replace 'If' with 'If at least 7 days before the completion date';

1.1.18. **clause 16.8:** delete the clause;

1.1.19. **clause 16.12:** delete all words from 'but' to the end of the sub-clause;

1.1.20. **clause 18.5.2:** replace 'Schedule J of the *Supreme Court Rules 1970*' with 'Rule 36.7 of the *Uniform Civil Procedure Rules 2005*';

1.1.21. **clause 19:** insert the following additional sub-clause:

'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010 (NSW)* is the remedy prescribed by that regulation.';

1.1.22. **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the sub-clause;

1.1.23. **clause 20.6.5:** insert the words 'or by email' after the words 'by fax';

1.1.24. **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' to the end of the sub-clause;

1.1.25. **clause 20:** insert the following additional sub-clause:

'20.16 In this contract, unless the context requires otherwise:

20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and

20.16.2 *including* and similar expressions are not words of limitation.';

1.2. **Terms defined in printed form contract**

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

2. **Death or mental incapacity:**

Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this Contract, should the purchaser (or any one or more of them) prior to completion die, become mentally ill, bankrupt or insolvent then the vendor may rescind this Contract by notice in writing forwarded to the purchaser's solicitors named in this Contract whereupon the Contract shall be rescinded and the provisions of Clause 19 herein shall apply.

3. **Financial incapacity of the purchaser:**

3.1 If the Purchaser being a corporation:-

3.1. goes into liquidation; or

3.2. has a receiver or receiver or manager appointed to it or any of its assets; or

3.3. makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or

3.4. stops payment or is unable to pay its debts within the meaning of the Corporations Law; or

3.5. if any order is made or a resolution is passed for the winding up of the purchaser;

the purchaser is in breach of an essential obligation of this Contract and the Vendor may terminate this Contract by notice in writing forwarded to the purchaser's solicitors named in the Contract and the provisions of clause 9 shall apply.

4. **Bankruptcy:**

4.1 If the purchaser is a natural person, the purchaser warrants to the vendor that:-

4.1. he is not an undischarged bankrupt;

4.2. he has not entered into a Deed of Arrangement or called a meeting of creditors under Part X of the Bankruptcy Act, 1966; and

4.3. he has not committed an act of bankruptcy.

5. Completion

5.1 Notwithstanding anything else herein contained, the parties agree that the date for completion of this Contract shall be the earlier of:-

5.1.1 12 weeks after the date of the Contract; or

5.1.2 The date being 21 days after receipt of notice in writing from the Vendor to the Purchaser or their respective solicitors, requiring Completion

("the date for Completion")

5.2 The vendor cannot require the Purchaser to settle prior to 42 days after the date of the Contract.

6. Real Estate Agent

6.1 The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

7. Notice to complete

7.1. It is expressly agreed between the parties that if either party fails to complete this Contract on or prior to the Date for Completion, the non-defaulting party shall be entitled to serve on the defaulting party a Notice to Complete making such time for completion of the essence of the Contract.

7.2. It is further agreed by the parties that 14 days shall be deemed to be a reasonable, adequate and sufficient period for any notice to complete issued pursuant to this provision of this Contract.

7.3. It is a condition of this agreement that in addition to any other monies payable by the purchaser to the vendor on completion of this Contract, if the vendor or its solicitor is required to issue a Notice to Complete, it is an essential term of this Contract that the purchaser will pay on completion the sum of \$385.00 to cover legal costs and other expenses incurred as a consequence of the purchaser's delay and the parties agree that this is a genuine pre-estimate of those additional expenses.

8. The Purchaser's Warranties

8.1 The purchaser represents and warrants that:

- 8.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 8.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 8.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

8.2 The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 8

9. Late Completion

9.1 If completion does not occur on or before the completion date, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

9.1.1. at the rate of 8% per annum; and

9.1.2. on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the completion date and ending on completion.

9.2. Clause 9.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

9.3. The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the completion date.

10. Late submission of Transfer

10.1 The purchaser acknowledges that if the Transfer is not submitted within the time limit set out in Clause 4.1, the purchaser shall pay the Vendor's additional costs of \$99.00 (including GST) which shall be paid as an adjustment in favour of the vendor on settlement.

11. Release of deposit

11.1 The purchaser:

- 11.1.1. authorises the vendor named in the contract to use all or part of the deposit as a deposit on a purchase by the vendor of a property and/or stamp duty payable on such purchase;

- 11.1.2. authorises the stakeholder to release all or part of the deposit for those purposes; and
- 11.1.3. must give on request to the stakeholder a written authority to release all or part of the deposit.

12. FIRB approval:-

12.1 The purchaser warrants to the vendor that:

- 12.1.1. if the purchaser is a natural person, he is ordinarily resident in Australia; or if the purchaser is a corporation, there is no substantial foreign interest in the purchaser; and
- 12.1.2. whether the purchaser is a natural person or a corporation, the acquisition of the property by the purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 and is not examinable by the Foreign Investment Review Board.

- 12.2 If the warranty in this clause is breached, the purchaser will indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs on an indemnity basis which may be incurred by the vendor as a consequence of the breach.

13. Finance Approval:

- 13.1 The Purchaser expressly warrants to the Vendor that the Purchaser has obtained finance approval to purchase the property.
- 13.2 Further, the purchaser acknowledges that the purchaser is satisfied as to the reasonableness of all the terms of any Credit Contract which the Purchaser has entered into with a lender of the Purchaser's choice in order to enable the Purchaser to complete this agreement.
- 13.3 The Purchaser additionally acknowledges that the Vendor has been induced to enter into this agreement and may enter into further contractual obligations on or after the date of this agreement based upon the vendor's reliance upon the purchaser's warranties herein contained and that the purchaser shall be liable to indemnify the vendor for all losses arising from any breach of this warranty by the purchaser.

14. Representations and Warranties:-

- 14.1. Subject to Section 52A of the Conveyancing Act, it is hereby agreed and declared that the purchaser has not entered into this Contract as a result of any representation whether oral or in writing by the vendor or anyone on the vendor's behalf other than as is contained in this Contract and the purchaser acknowledges that he has made all such enquiries and investigations as the purchaser deemed appropriate prior to entering into this contract including the obtaining of independent legal advice.
- 14.2. Without limiting the provisions of this clause, the purchaser specifically warrants that he has not entered into this Contract relying on any statement, representation, promise or warranty made by the vendor or on the vendor's behalf in respect of but not limited to the

suitability of the property and improvements for any use other than the use permitted by Council, any financial return or income to be devised from the property, any view from the property.

14.3. This Contract constitutes the entire terms of this Agreement.

15. Payment of Deposit

15.1 If:-

15.1.1. the purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential, and

15.1.2. the purchaser has paid a deposit of less than ten per cent (10%) of the price, and

15.1.3. the vendor terminates this contract

then the vendor shall be entitled to recover from the purchaser an amount equal to ten per cent (10%) of the purchase price less the deposit paid, as liquidated damages, and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied, notwithstanding any rule of law or equity to the contrary. This clause shall not merge on termination of this contract.

16. Present Condition of property

16.1 Subject to Section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2010 (NSW), the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (Services) and cannot take any restricted action in respect of:

16.1.1. the condition, state of repair, dilapidation or infestation (if any) of the property;

16.1.2. any latent or patent defect in the property;

16.1.3. any environmental hazard or contamination;

16.1.4. the nature, location, availability or non-availability of the Services or defects in the Services;

16.1.5. whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;

16.1.6. any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;

16.1.7. any rainwater downpipe being connected to the sewer;

16.1.8. ~~any failure to comply with the Swimming Pools Act 1992 (NSW); or~~

- 16.1.9. whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

17. Investment of deposit

- 17.1. For the purposes of clause 2 of this contract, the vendor and the purchaser may direct the *depositholder* to invest the deposit with a bank and the Deposit may be invested.
- 17.2. No liability is to be borne by any party to this contract or their solicitor in respect of either the loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with Clause 2.9.
- 17.3. The parties shall provide their TFN to the Vendor's selling agent.
- 17.4. If a party fails to provide its TFN, the net interest accrued on the Deposit, if it is invested, shall be paid to the party who has provided its TFN.

18. Smoke Alarms

- 18.1 The vendor states that:
- 18.1.1. This contract relates to land on which a building is situated.
- 18.1.2. Smoke alarms or heat alarms are required by Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 to be installed in the building.
- 18.1.3. And as far as the vendor is aware, the building complies with the requirement referred to in paragraph 18.2 above.
- 18.2 The purchaser cannot make a claim or requisition or rescind or terminate the Contract in relation to any matters contained in this clause.

19. Drainage Diagram

- 19.1 Attached to this Contract is a sewer connections diagram relating to the property recently issued by a recognized authority in the ordinary course of business.
- 19.2 The vendor discloses and the purchaser acknowledges all of the information contained in the document.
- 19.3 The purchaser acknowledges that the information in the document may not be complete and/or correct.
- 19.4 The purchaser must satisfy itself regarding all aspect of the connection or otherwise of the property and the improvements to the Authority's sewer and shall not make any objection requisition or claim for compensation or seek to delay completion or rescind or terminate

this Contract due to any matter arising directly or indirectly from the matters disclosed in this clause and the drainage diagram.

20. Services etc

- 20.1 The purchaser takes title subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the property or any other property.
- 20.2 The purchaser cannot make a claim or *requisition* or *rescind* in respect of such installations, lines, posts, services and connections because:
- 20.1.1 any of them pass through the property or any other property;
 - 20.1.2 no rights or easements exist in respect of them and none can be obtained; or
 - 20.1.3 of any defects or damage to such installations, lines, posts, services and connections.
- 20.3 The purchaser cannot make a claim or *requisition* or *rescind* because:
- 20.3.1 of any road, water or sewerage main, underground or surface stormwater drain or gas, electricity or telephone installations, posts, lines, pumps and services passing through over or under the property; or
 - 20.3.2 there is a manhole, substation, public letter box, public telephone, traffic safety or guide rails, bus stop, street parking, traffic signs or vent on the property.

21. Keys

- 21.1 The vendor will make available for collection from the vendor's agent or solicitor upon completion, such keys, controls and/or codes that are in the vendor's possession to access or secure the improvements located on the land but does not warrant that these are available for all relevant locks, alarms or access points.

22. The Limit of agent's authority

- 22.1 The purchaser acknowledges and agrees that the vendor's agent and any of its representatives, was retained to find a purchaser and has been given no authority (which extends to any employee or contractor of the vendor's agent) to make statements or representations as agent of or in any other way, binding on the vendor whether orally, electronically or in writing, by advertisement or otherwise and such communications to the agent do not amount to communications to the vendor.

23. INTENTIONALLY DELETED**24 Guarantee**

- 24.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 24.2 The word *guarantor* means each director of the purchaser as at the date of this contract

- 24.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 24.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 24.4.1 payment of all money payable by the purchaser under this contract; and
 - 24.4.2 the performance of all of the purchaser's other obligations under this contract.
- 24.5 The guarantor:
- 24.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 24.5.2 must pay on demand any money due to the vendor under this indemnity.
- 24.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 24.6.1 the performance by the purchaser of its obligations under this contract; and
 - 24.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 24.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 24.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 24.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 24.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 24.9.2 the release or discharge of any person;
 - 24.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 24.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - 24.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 24.9.6 the winding up of the purchaser.

24.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

24.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

24.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

.....
in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

SIGNED SEALED & DELIVERED by

.....
in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness



Enquiry ID	2795961
Agent ID	81429403
Issue Date	24 Nov 2017
Correspondence ID	1661753226
Your reference	GF:SHA2017/0174

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.

Land ID	Land address	Taxable land value
D581573/2	111 AKUNA AVE BANGOR 2234	\$593 333

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

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



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 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



Calliden Insurance Ltd
ABN 47 004 125 268 AFS Licence 234438
Level 9, 11-33 Exhibition Street
MELBOURNE VIC 3000
Phone: (03) 9637 1300 FAX: 1300 662 215

Policy Number : NSWMBAHWIW/192060

Statement of Cover

JJIREH Corporation Pty Ltd trading as Citi Renovations
Suite 105, Level 1, 755 George Street
SYDNEY NSW 2000

MBA Insurance Services Pty Ltd
332 Albert Street
EAST MELBOURNE VIC 3002

Note: This document contains an extract of details kept on the HBCF Certificates Register.
To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	Renovations
At	111 Akuna Avenue BANGOR NSW 2234
Homeowner	Rabbani Karim
Carried out by	JJIREH Corporation Pty Ltd trading as Citi Renovations
Licence Number	253802C
Builder ABN	43 585 420 812
Contract Sum	\$45,038.51
Contract Date	08/12/2014

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the time of issue and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 20th day of January, 2015.

Calliden Insurance Limited (ABN 47 004 125 268) (AFSL 234438) on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/581573

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
17/11/2017	9:00 AM	11	17/11/2016

LAND

LOT 2 IN DEPOSITED PLAN 581573
AT MENAI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP581573

FIRST SCHEDULE

SAMANTHA LOUISE SHARP
JARON PETER SHARP
AS TENANTS IN COMMON IN EQUAL SHARES (T AK930671)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP581573 RESTRICTION(S) ON THE USE OF LAND
- 3 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
- 4 DP252767 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED 1 WIDE SHOWN IN DP252767
- 5 DP252767 RIGHT OF CARRIAGEWAY AFFECTING THE PART 1.3 WIDE AND VARIABLE WIDTH SHOWN IN DP252767
- 6 DP252767 EASEMENT FOR SERVICES AFFECTING THE PART OF THE LAND ABOVE DESCRIBED 1.3 WIDE AND VARIABLE WIDTH SHOWN IN DP252767
- 7 AK930672 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 17/11/2017

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

© State of New South Wales through Land and Property Information (2017)

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

PLAN FORM 2

Plan Drawing only to appear in this space

DP 581573 OFFICE USE ONLY

Engineers and draftsmen:
W. J. Lane



General Clerk's Certificate

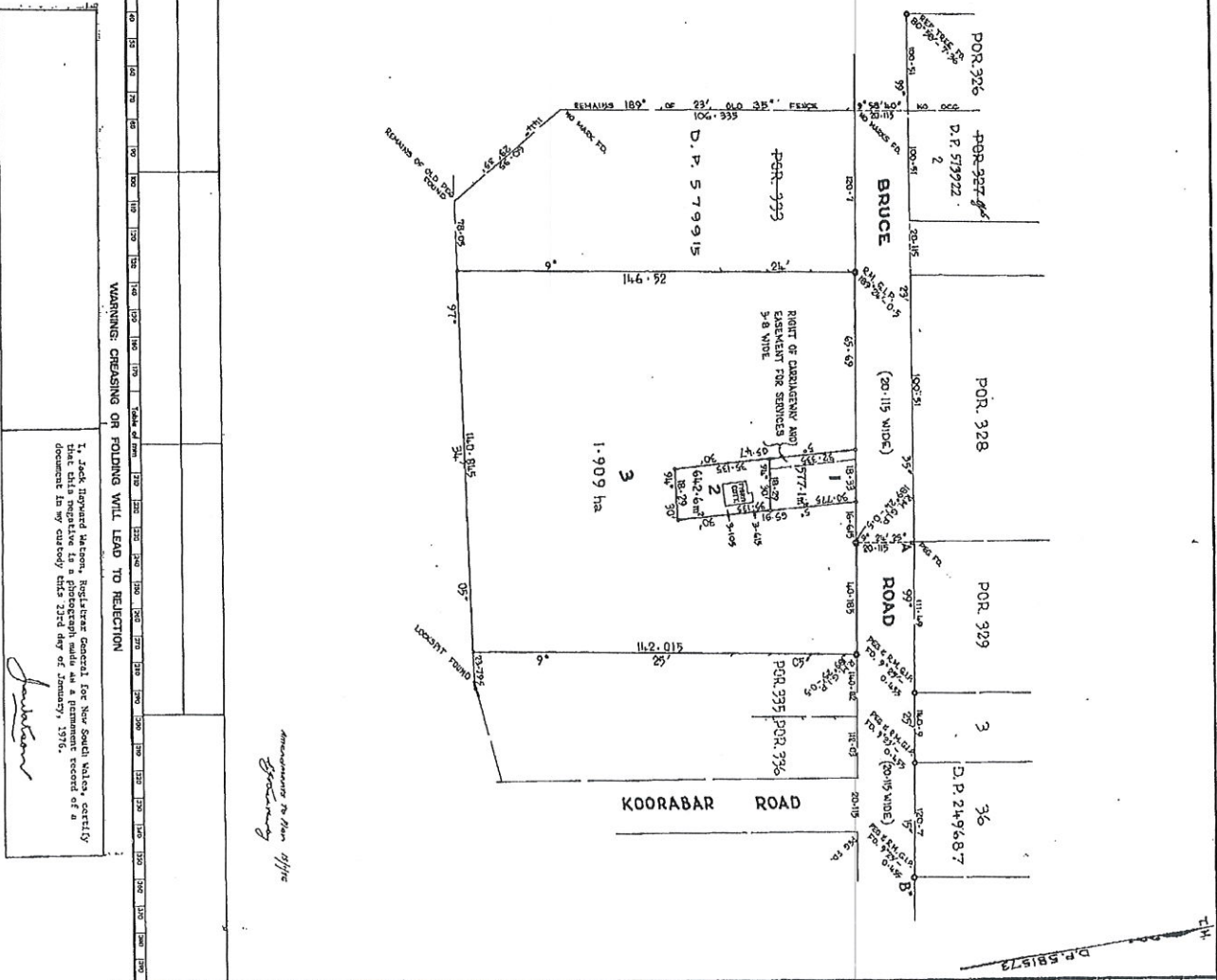
I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the above is a true and correct copy of the original plan as filed in my office, and that the same is in accordance with the provisions of the Land Ordinance Act, 1950, and the regulations made thereunder.

Signature: *W. J. Lane*

Date: 18-10-95

This plan of subdivision is to be submitted to the Surveyor General for his approval and to be registered in the Surveyor General's Office, and to be published in the Surveyor General's Gazette, and to be subject to the provisions of the Land Ordinance Act, 1950, and the regulations made thereunder.

W. J. Lane



WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

I, Jack Howard Mason, Registrar General for New South Wales, hereby do hereby certify that the above is a true and correct copy of the original plan as filed in my office, and that the same is in accordance with the provisions of the Land Ordinance Act, 1950, and the regulations made thereunder.

Jack Howard Mason

D.P. 581573
The Surveyor General
TORRENS
Purpose SUBDIVISION
B.M. (M.): SUTHERLAND 54-9111
Lot Plan: *W. J. Lane*

PLAN OF SUBDIVISION OF
PORTION 334.

Section 334, 1000
Length and width in metres

Area: 1000
SUTHERLAND

Location: MENAI

Trunk: HOSMORTHY

County: CUMBERLAND

Subdivision of land in accordance with the provisions of the Land Ordinance Act, 1950, and the regulations made thereunder.

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AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COMMISSIONER OF LANDS, AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COMMISSIONER OF LANDS.

INSTRUMENT FILED AS P549520

INSTRUMENT REFERENCE: 11503/30

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 666 OF THE CONVEYANCING ACT 1979-1954.

Shoot 3 of 4 Shouts

Plan: DP561573
 Subdivision of Portion 334, Bruen Road
 Name: N-5-Lb covered by Council Clark
 Certificate No. 130 of 1975
 William George Love of B Bruno Road, W
 N-5-L.

TERMS OF RESTRICTIONS AS TO USER TITULOLY REFERRED TO IN ABOVEMENTIONED PLAN

(continued)

- (1) Where an anti-race prejudice is required by any public body or authority to be and remain detached from any main building, no such anti-race prejudice shall be erected or permitted to remain in a conspicuous position on the main building, nor shall it be placed in a conspicuous position on the land hereby burdened and in the vicinity of the building, nor shall it be placed on the road or other lots in the subdivision the same shall be suitably screened.
- (2) Any regulation of the plan hereof, any dividing fence erected along the boundaries of the land hereby burdened shall be detached only on the rear alignment and from the building alignment of the main building to the rear alignment.
- (3) No main building shall be erected or permitted to remain on the land hereby burdened unless the same shall be connected to the sewer if available and if not available to a public tank installation the design and construction of which is acceptable to the proper authorities. If approval of the local authority is required for the construction of such a sewer, the use of a septic tank installation cannot be obtained when such use is acceptable to the proper authorities.
- (4) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (5) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (6) Where underground power and telephone services are to be provided, the telephone lead-in pipe to be placed in the same trench as the power lead-in cable shall be to be given a minimum of 24 hours notice in writing of when the common lead-in trench has been constructed.
- (7) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (8) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (9) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (10) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (11) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.
- (12) The excavations shall not excavate any way or remove or permit to be removed any earth or material from the land hereby burdened and the excavations in connection with the building shall be so constructed as to prevent any clay being moved and or washed on for or may be the result of any such house building, retaining or building wall, berm or for any purpose incidental and/or building thereof.

TERMS OF RESTRICTIONS AS TO USER FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

[illegible]

NAME OF PERSON OR PERSONS EMPLOYED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS FIRSTLY, SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

The Council of the Shire of Sutherland

[Signature]
JAMES SWARTZ
SOLICITOR, JANUARY
Approved by Sutherland Shire Council

A.S. Khan
Shree Clerk

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

FRAME 2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 2nd June, 1985

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS, AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 809 OF THE CONVEYANCING ACT 1979-1984

Sheet 4 of 4 Sheets

Plot: DP581573

Full name and address of the proprietor of the land:

Subdivision of Portion 334, Bruce Road, Manna, N.S.W., covered by Council Clerk's Certificate No. 130 of 1975
William George Lane of 8 Bruce Road, Manna, N.S.W.

is personally known to me:

2015 COLLEGE

THE COMMON SEAL OF MASSEE DEVELOPMENTS
P.Y. LTD. was hereunto affixed by the
authority of the Board of Directors and
in the presence of:

Secretary

Sanjay Massey

MASSEY DEVELOPMENTS
PVT. LIMITED

Approved by Southland Shire Council

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 811, CONVEYANCING ACT,
1973, LOOKSD WYTH DP581573
2/21-1-1976

photograph made as a permanent record in the custody of the

2nd June, 1988

W

Signatures and seals only.

W. J. ...

J. ...

...

...

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 11503/32

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NO	RADIUS	ARC BEARING	DISTANCE	NO	RADIUS	ARC BEARING	DISTANCE
1	36	217.75	21.14.5	11	72	185	18.5
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3	36	13.5	3.4.5	13	72	185	18.5
4	36	20.5	5.4.5	14	72	185	18.5
5	36	27.5	7.4.5	15	72	185	18.5
6	36	34.5	9.4.5	16	72	185	18.5
7	36	41.5	11.4.5	17	72	185	18.5
8	36	48.5	13.4.5	18	72	185	18.5
9	36	55.5	15.4.5	19	72	185	18.5
10	36	62.5	17.4.5	20	72	185	18.5
21	72	185	18.5	31	72	185	18.5
22	72	185	18.5	32	72	185	18.5
23	72	185	18.5	33	72	185	18.5
24	72	185	18.5	34	72	185	18.5
25	72	185	18.5	35	72	185	18.5
26	72	185	18.5	36	72	185	18.5
27	72	185	18.5	37	72	185	18.5
28	72	185	18.5	38	72	185	18.5
29	72	185	18.5	39	72	185	18.5
30	72	185	18.5	40	72	185	18.5

NO	RADIUS	ARC BEARING	DISTANCE	NO	RADIUS	ARC BEARING	DISTANCE
1	36	217.75	21.14.5	11	72	185	18.5
2	36	6.5	1.4.5	12	72	185	18.5
3	36	13.5	3.4.5	13	72	185	18.5
4	36	20.5	5.4.5	14	72	185	18.5
5	36	27.5	7.4.5	15	72	185	18.5
6	36	34.5	9.4.5	16	72	185	18.5
7	36	41.5	11.4.5	17	72	185	18.5
8	36	48.5	13.4.5	18	72	185	18.5
9	36	55.5	15.4.5	19	72	185	18.5
10	36	62.5	17.4.5	20	72	185	18.5
21	72	185	18.5	31	72	185	18.5
22	72	185	18.5	32	72	185	18.5
23	72	185	18.5	33	72	185	18.5
24	72	185	18.5	34	72	185	18.5
25	72	185	18.5	35	72	185	18.5
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29	72	185	18.5	39	72	185	18.5
30	72	185	18.5	40	72	185	18.5

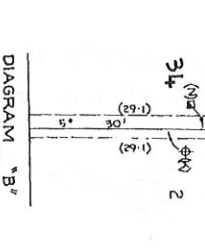


DIAGRAM "A"
NOT TO SCALE

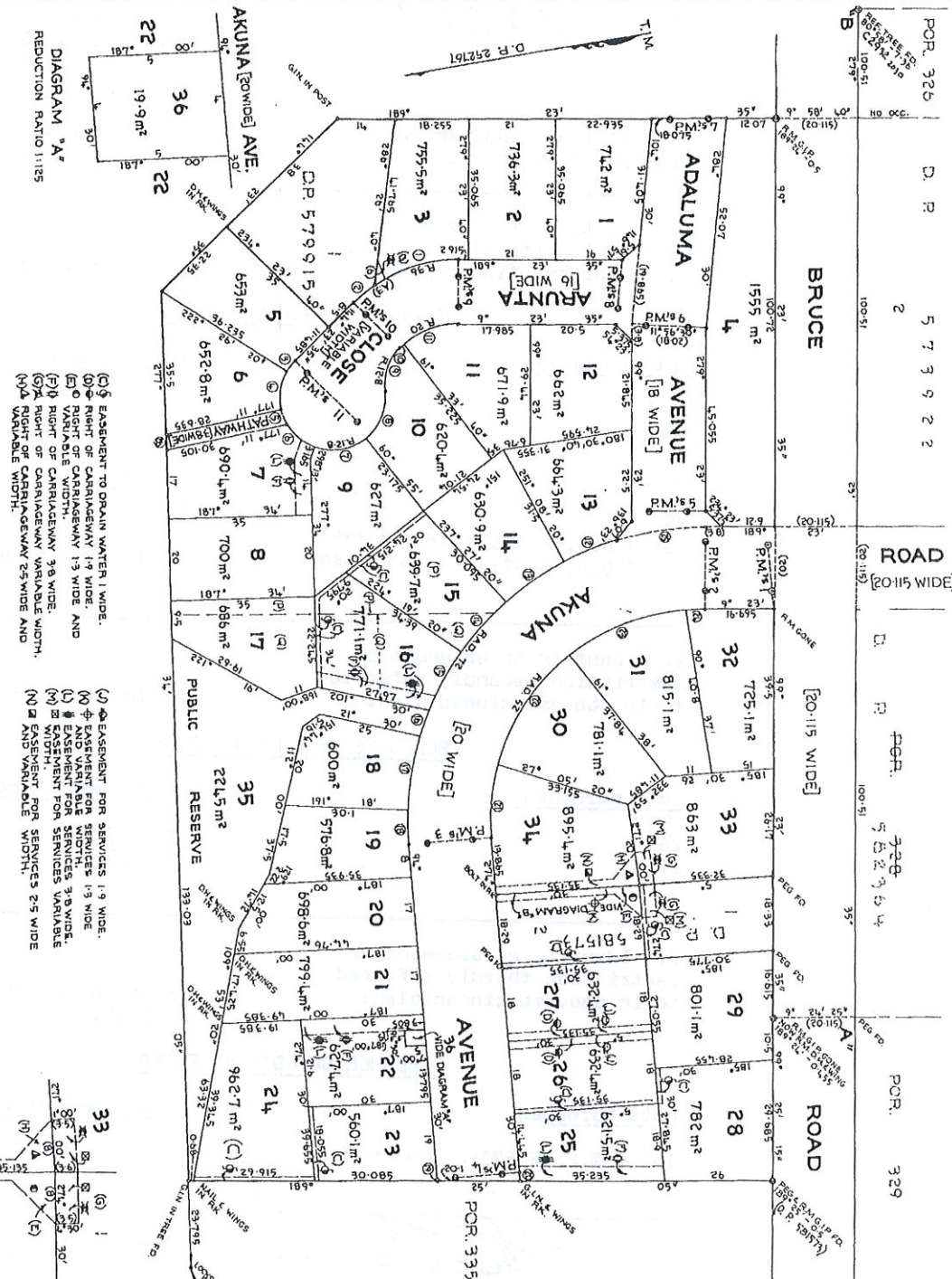


DIAGRAM "B"
NOT TO SCALE

D. P. 252767 (E)

Registered: 45.14.10.1976

CA: N° 4176 OF 415-1976

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: SUTHERLAND SH 91

Last Plan: D.P. 77915

D.P. 76157

PLAN OF SUBDIVISION OF LOT 2 IN DP 76157 & LOT 3 IN DP 581573

Production Ratio: 1:800

Main/Share: SUTHERLAND

Locality: MENAI

Part: HOLSWORTHY

County: CUMBERLAND

Signature: COLIN JAMES WEATHERBY

Witness: WILFRED J. MOORE

Witness: WILFRED J. MOORE

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919-1972

SHEET 1 OF 8 SHEETS

Sheet 1 of 7 sheets

PART 1

Plan: **DP252767**

Subdivision of lot 2 in D.P.579915 and
lot 3 in D.P.581573 covered by Council
Clerk's Certificate No. 4/
of 1976

Full name and address of
proprietor of the land:

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

1. Identity of easement or
restriction firstly referred
to in abovementioned plan:

Easement to drain water 1 wide

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots name of road or authority benefited</u>
15 ✓	14
16 ✓	14, 15
23 ✓	22
24 ✓	22, 23
26 ✓	28, 29
28 ✓	29
lot 1 D.P.581573 (V.12485 F.144)	33
lot 2 D.P.581573 (V.12485 F.150)	33, lot 1 D.P.581573 (V.12485 F.144)

2. Identity of easement or
restriction secondly referred
to in abovementioned plan:

Right of Carriageway 1.9 wide

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots name of road or authority benefited</u>
26 ✓	27, 29 ✓
27 ✓	26, 29 ✓

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan:

Right of Carriageway 1.3 wide and variable
width.

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots name of road or authority benefited</u>
lot 2 D.P.581573 (V.12485 F.150)	33, lot 1 D.P.581573 (V.12485 F.144)

[Signature]

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1972

SHEET 2 OF 8 SHEETS

Sheet 2 of 7 sheets

PART 1

Plan:
DP252767

Subdivision of lot 2 in D.P.579915
and lot 3 in D.P.581573 covered by
Council Clerk's Certificate No/41
of 1976

Full name and address of
proprietor of the land:

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan:

Right of carriageway 2.5 wide and
variable width.

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

34✓

33, lot 1 D.P.581573(V.12985 F.149)

5. Identity of easement or
restriction fifthly referred
to in abovementioned plan:

Right of carriageway 3.8 wide

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

7✓

8✓

16✓

17✓

22✓

24✓

25✓

28✓

6. Identity of easement or
restriction sixthly referred
to in abovementioned plan:

Right of carriageway variable width

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

3✓

lot 3 D.P.579915(V.12925 F.185)

33✓

lot 1 D.P.581573(V.12985 F.149)

Lot 1 D.P.581573(V.12985 F.149)

33

7. Identity of easement or
restriction seventhly referred
to in abovementioned plan:

Easement for services 1.3 wide and
variable width.

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

Lot 2 D.P.581573(V.12985 F.150)

33, Lot 1 D.P.581573(V.12985 F.149)

Approved by Sutherland Shire Council

A.G. King
A.G. King
Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1972

SHEET 3 OF 8 SHEETS

Sheet 3 of 7 sheets

Plan: **DP252767**

PART 1

Subdivision of lot 2 in D.P.579915
and lot 3 in D.P.581573 covered by
Council Clerk's Certificate No. 41
of 1976

Full name and address of
proprietor of the land:

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

8. Identity of easement or
restriction eighthly referred
to in abovementioned plan:

Easement for services 1.9 wide

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

26 /
27 /

29 /
29

9. Identity of easement or
restriction ninthly referred
to in abovementioned plan:

Easement for services 2.5 wide and
variable width.

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

34 /

33, Lot 1 D.P.581573 (V.12985 F.149)

10. Identity of easement or
restriction tenthly referred
to in abovementioned plan:

Easement for services 3.8 wide

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

7 /
16 /
22 /
25 /

8 /
17 /
24 /
28

11. Identity of easement or
restriction eleventhly referred
to in abovementioned plan:

Easement for services variable width

SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots name of road or authority benefited

33 /
Lot 1 D.P.581573 (V.12985 F.149)

Lot 1 D.P.581573 (V.12985 F.149)
33 /

Approved by Sutherland Shire Council.

.....
A.G.H.11
Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1972

SHEET 4 OF 8 SHEETS

Sheet 4 of 7 sheets

PART 1

Plan: **DP252767**

Subdivision of lot 2 in D.P.579915
and lot 3 in D.P.581573 covered by
Council Clerk's Certificate No. 41
of 1976

Full name and address of
proprietor of the land:

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

12. Identity of easement or
restriction twelfthly referred
to in abovementioned plan:

Restrictions as to User

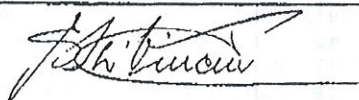
SCHEDULE OF LOTS AFFECTED

Lots burdened

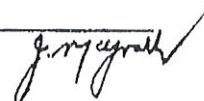
Lots name of road or authority benefited

Each lot except 4, 35, 36

Every other lot except 4, 35, 36







Approved by Sutherland Shire Council


A. G. Hill
Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919-1972

Sheet 5 of 7 sheets

SHEET 5 OF 8 SHEETS

PART 11

Plan: DP252767
D.P.252767

Subdivision of lot 2 in D.P.579915
and lot 3 in D.P.581573 covered by
Council Clerk's Certificate No. 41
of 1976

Full name and address of
proprietor of the land:

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

TERMS OF EASEMENT FOR SERVICES 1.3 WIDE AND VARIABLE WIDTH, 1.9 WIDE,
2.5 WIDE AND VARIABLE WIDTH, 3.8 WIDE, VARIABLE WIDTH SEVENTHLY, EIGHTHLY,
NINTHLY, TENTHLY, AND ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above and under the servient tenement all drains, pipes, conduits, underground wires or other equipment and materials necessary to provide and carry all or any water, sewerage, gas, electric light, telephone and/or other domestic services to and from the said dominant tenement. PROVIDED THAT the said drains, pipes, conduits, underground wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as nearly as practicable to its original condition.

TERMS OF RESTRICTIONS AS TO USER TWELTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on the land hereby burdened.
- (b) That no such main building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.
- (c) That no building shall be erected on the land hereby burdened with external walls or wall of materials other than brick stone concrete glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

Approved by Sutherland Shire Council

A.G. Hill
.....
A.G. Hill
Shire Clerk

Sheet 6 of 7 sheets

PART 11

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

A.G. Hill
Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1972

Sheet 7 of 7 sheets

SHEET 7 OF 8 SHEETS

PART 11

Plan: **DP252767**

Subdivision of lot 2 in D.P.579915
and lot 3 in D.P.581573 covered by
Council Clerk's Certificate No. 41
of 1976

Full name and address of
proprietor of the land:

Massey Developments Pty. Limited of
37 York Street, Sydney. N.S.W.

TERMS OF RESTRICTIONS AS TO USER TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (1) Where underground power and telephone services are to be provided, the telephone lead-in pipe is to be placed in the same trench as the power lead-in. The Australian Post Office is to be given at least 24 hours notification of when the common lead-in trench has been excavated.
- (m) That the expression "the land hereby burdened" where herein used shall be deemed to refer separately and severally to each lot hereby burdened and the restrictions in this covenant contained shall apply to each lot as if the transferee had given separate covenants in respect of each such lot.

The restrictions hereby created may be released varied or modified by Massey Developments Pty. Limited without the consent of any other person.

THE COMMON SEAL OF MASSEY DEVELOPMENTS
PTY. LIMITED was hereunto affixed by
authority of the Board of Directors
and in the presence of:-



[Signature]
Secretary

[Signature]
Proprietor

[Signature]
Director

THE COMMON SEAL OF COMMERCIAL & GENERAL
ACCEPTANCE LIMITED was hereunto affixed by
authority of the Directors previously given in the
presence of the Director whose signature appears
opposite hereto and in the presence of

[Signature]
Director

SIGNED in my presence by
WILLIAM GEORGE LOVE who is
personally known to me:

[Signature]
Denis Solari,
Solicitor, Jannali

[Signature]
Proprietor - Volume
12985 Folios 149 & 150

Approved by Sutherland Shire Council

[Signature]
A.C. Hill
Shire Clerk

SHEET 8 OF 8 SHEETS

INSTRUMENT SETTING OUT INTERESTS CREATED

PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919, LODGED WITH

DP252767  R.S. 14-10-1976



Please reply to:

General Manager
Locked Bag 17,
Sutherland NSW 1499
Australia

Tel 02 9710 0333

Fax 02 9710 0265

DX 4511 SUTHERLAND

Email ssc@ssc.nsw.gov.au

www.sutherlandshire.nsw.gov.au

ABN 52 018 204 808

Office Hours

8.30am to 4.30pm

Monday to Friday

Applicant:

Fabiani Solicitors
438a Princes Highway
ROCKDALE NSW 2216

**Planning Certificate – Section 149(2)(5) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no:	e149:17/6106	Delivery option:	
Certificate date:	17/11/2017	Your reference:	GF:SHA2017/0174

Property:

Lot 2 DP 581573
111 Akuna Avenue BANGOR NSW 2234

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone E4 Environmental Living

Notes:

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

Disclaimer:

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

INFORMATION PURSUANT TO SECTION 149(2), ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

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, SEPP No.64 - Advertising, and SEPP (Housing for Seniors or People with a Disability) 2004, and a new draft SEPP (Environment).

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 E4 Environmental Living

- (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; Service stations; Warehouse or distribution centres;

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

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

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

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

No

- (g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

3. Complying Development

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

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

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 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015.

Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

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's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 149(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 149(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

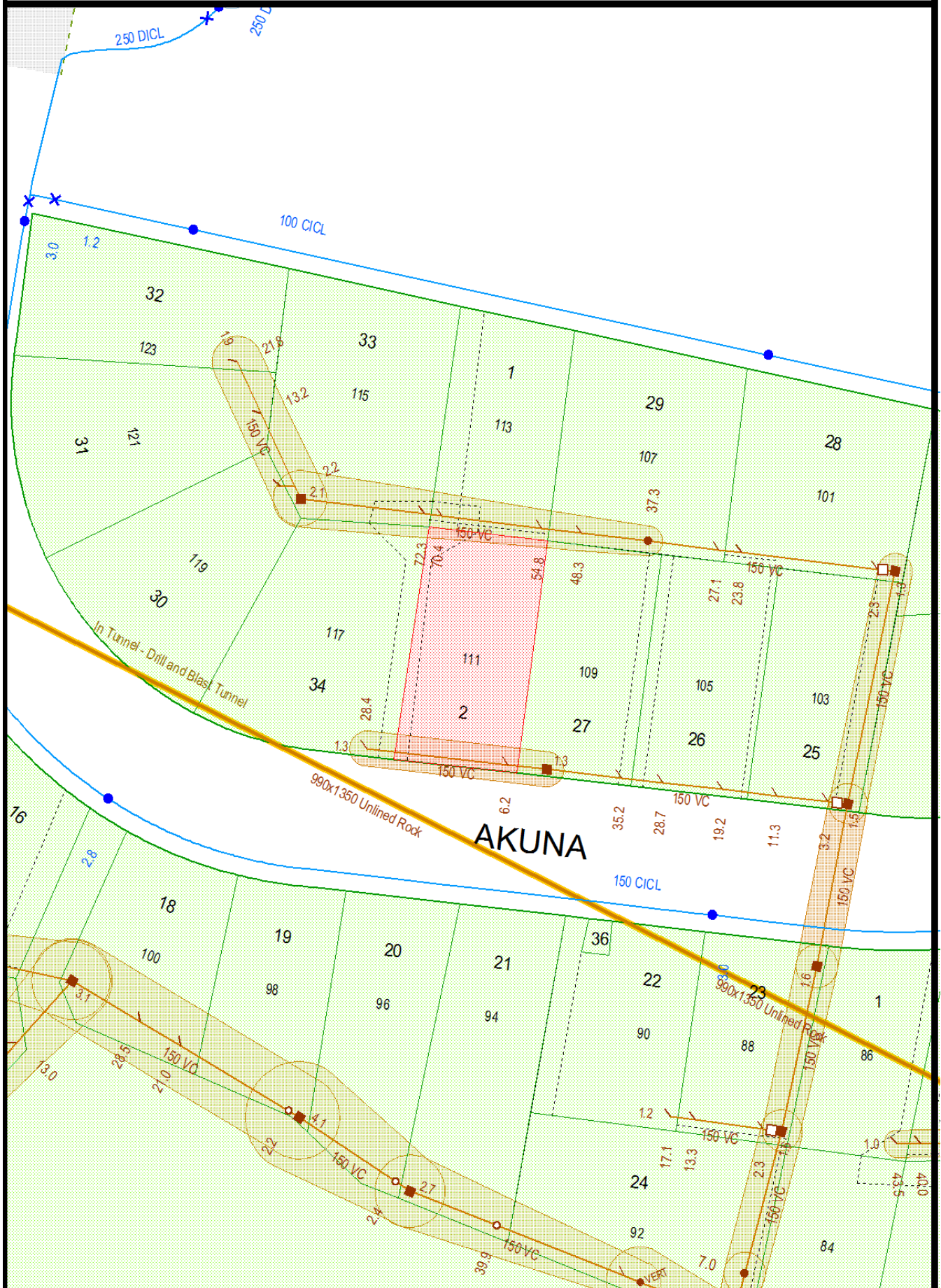
Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

For further information please telephone [02] 9710 0333.

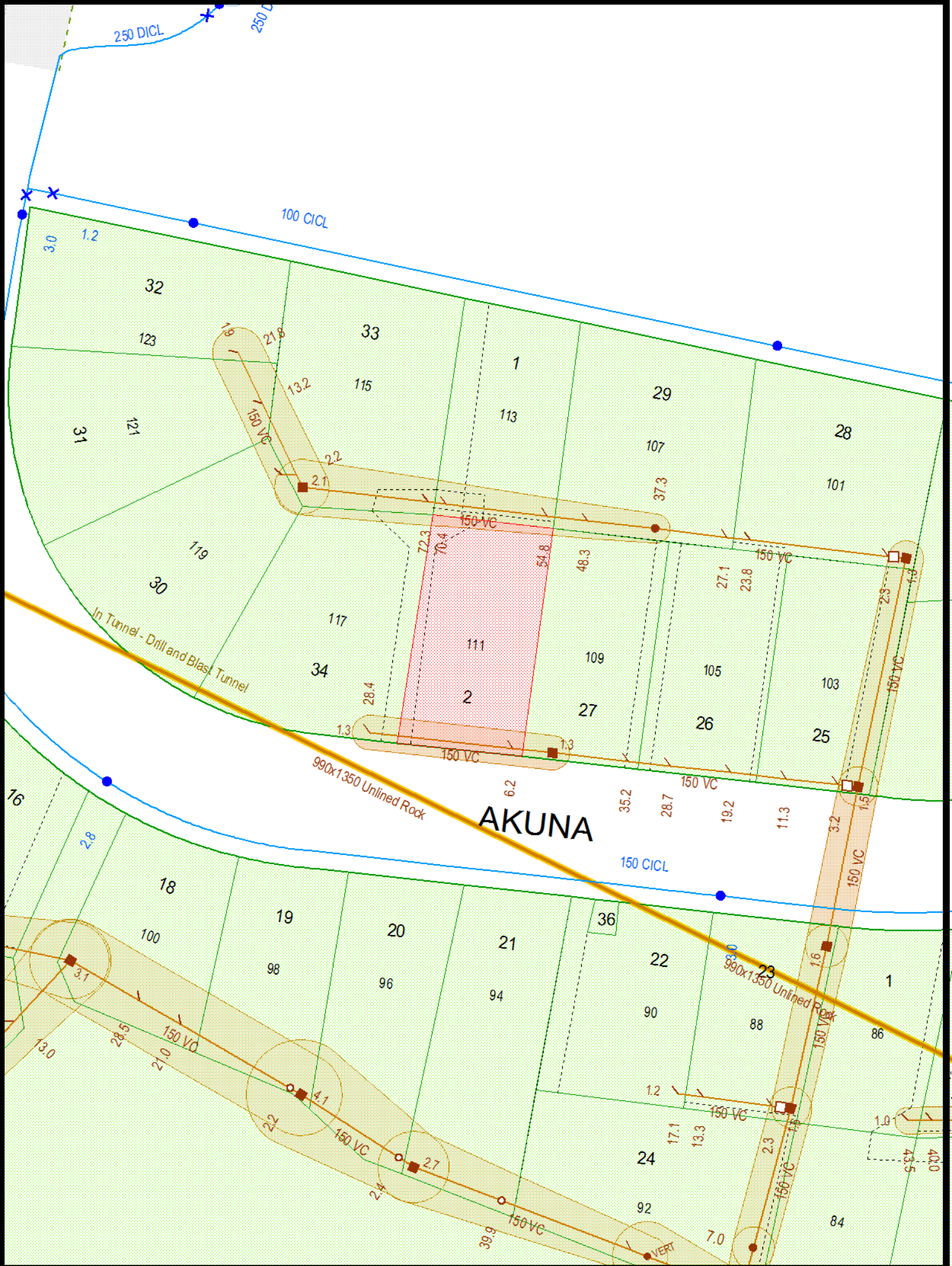
Yours faithfully



Mark Carlon
Manager Environmental Planning



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



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

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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

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

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.