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Contract for the sale and purchase of land 2016/17 edition

TERM	MEANING OF TERM	eCOS ID: 37736126	NSW Duty:
vendor's agent	Stone Real Estate - Lane Cove 144 Longueville Road, Lane Cove NSW 2066		Phone: 02 9427 7466 Fax: Ref:
co-agent			
vendor	XINPING ZHENG, YING LU 152 Murray Farm Road Beecroft NSW 2119		
vendor's solicitor	Raymond Lee & Co Solicitors Level 2 683-689 George Street HAYMARKET NSW 2000 DX 11500 Sydney Downtown		Phone: 02 9281 6868 Fax: 02 9281 6282 Ref: 1714377 Email: ray@raylee.com.au
date for completion	42 days after the contract date (clause 15)		
land	152 MURRAY FARM RD BEECROFT NSW 2119 (Address, plan details and title reference) LOT 121 IN DEPOSITED PLAN 1032816 121/1032816		
	<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input 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 type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Oven, washing machine		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

1714377

37736126

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

proposed electronic transaction (clause 30) NO yes

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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 service location diagram (pipes)
- 9 sewerage service diagram (property sewerage 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 not set out in legislation
- 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 certificate under Management Act – section 109 (Strata Schemes)
- 51 certificate under Management Act – section 26 (Community Land)

Other

- 52

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.

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.

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.

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.

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

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.

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> ;
<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 *servicing* 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 *servicing* 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; 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.
- 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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the party to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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.

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 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;
 - if clause 31 applies, the *remittance amount*; and
 - any 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 *servicing* 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 *servicing* 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

- 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 –
 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 '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;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the *property*' includes any interest in common property for the scheme associated with the lot;
 '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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 a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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, 31.2.2 and 31.2.3 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> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>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 party 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 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 a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

SOLICITOR'S CERTIFICATE

I whose name appears in Item 1 of the Schedule hereto of the address which appears in Item 2 in the Schedule hereto certifies as follows:-

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) 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 described in Item 3 of the Schedule hereto from the Vendor whose name appears in Item 4 of the Schedule hereto to the Purchaser whose name appears in Item 5 of the Schedule hereto in order that there is no cooling off period in relation to that contract.
- (c) I do not act for the Vendor/s and am not employed in the legal practice of a Solicitor acting for the Vendor/s nor am I a member or employee of a firm of which a Solicitor acting for the Vendor/s is a member or employee.
- (d) I have explained to the said Purchaser:-
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this Certificate;
 - (iii) the effect of giving this Certificate to the Vendor/s, i.e. that there is no cooling off period in relation to the Contract.

Dated this _____, 20____

.....
Solicitor

THE SCHEDULE

- ITEM 1: Name of Solicitor
- ITEM 2: Address of Solicitor
- ITEM 3: Address of Property
- ITEM 4: Name of Vendor
- ITEM 5: Name of Purchaser

SPECIAL CONDITIONS
CONTRACT FOR THE SALE AND PURCHASE OF LAND –2016 EDITION

Purchasers Acknowledgment

1. The Purchaser acknowledges that he has not been induced to enter into this contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises and property being purchased and is satisfied as to the condition and state of repair of the premises and property and shall not raise any requisition, objection or claim for compensation in respect thereof.

Agent

2. The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property directly or indirectly by any real estate agent entitled to claim commission or remuneration on this sale other than the estate agent referred to in the particulars and that no other estate agent was the effective cause of the sale. The Purchaser hereby indemnifies the Vendor against all and any claims, actions, suits, demands, costs and expenses (including but without limiting the generality of the foregoing, professional legal costs and disbursements on a solicitor and client basis) in connection with any breach of this warranty. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

Notice to Complete

3. If this contract is not completed by the completion date then either party may by notice in writing to the other at any time thereafter require completion of the contract to take place at the expiration of 14 days from the date of the service by one party on the other of a notice requiring completion to be effected at the expiration of such period and it is hereby agreed and declared that time shall be of essence of this contract as regards completion thereof at the time referred to in such notice.

Interest

4. If the Purchaser fails to complete this contract by the date for completion as specified in this contract ("the completion date") for any reason other than the willful default on the part of the Vendor then the Purchaser shall on completion or termination hereof pay interest on the balance of the purchase money at the rate of 12% per annum accruing on a daily basis computed from the date of completion date until the date of actual completion or termination hereof and further the Purchaser shall pay to the Vendor the sum of \$330.00 inclusive of any GST to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Parties acknowledge that such interest and additional costs are reasonable and a genuine pre-estimate of damages and additional costs suffered or incurred by the Vendor as a result of the Purchaser's delay and the Vendor shall not be obliged to complete this contract without payment of the said interest and costs being made by the Purchaser on or before

completion and the Vendor may, on completion, treat such interest and costs as an accretion to the balance of purchase money.

Service of documents

5. Without limiting the provisions of Clause 20.6, a document under or relating to this contract is served on a party if it is addressed to that party's solicitor and delivered to a place in facilities of a document exchange system of which that party's solicitor is a member; and such document shall be deemed to have been received by that party and the date on which it was first delivered by the serving party's solicitor to a place in such facilities where, under the rules of such document exchange system, to serving party's solicitor was entitled to deliver the document, and whether or not that place is the same as that from which the recipient's solicitor collects such document.

Capacity or Death of a Party

6. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had Special Condition 6 not been included, if a *party* (or any one of them) prior to completion:
 - (a) dies or becomes mentally ill then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and this contract will be at an end and the provisions of clause 19 apply; or
 - (b) if the purchaser is declared bankrupt or enters into any scheme or makes an assignment for the benefit of creditors, then the purchaser will be deemed in default of this contract and the vendor may *terminate* this contract.

Corporation as Purchaser

7. The Purchaser shall be in breach of an essential term of this Contract and Vendor may terminate this agreement by notice in writing to the Purchaser's solicitor apply if prior to completion the Purchaser being a company
 - (a) resolves to enter into liquidation or provisional liquidation
 - (b) has a summons presented for its winding-up
 - (c) enters into any scheme of arrangement with its creditors under the Corporations Act 2001
 - (d) has any liquidator, provisional liquidator, receiver or official manager appointed.

In the event that the Purchaser is a Company (other than as listed on Australian Stock Exchange) the Purchaser must procure its directors to execute the form Guarantee and indemnity in this Contract on the date of this Contract. This is an

essential term of the Contract.

Investment of deposit

8. Pending completion, rescission or termination of this contract (whichever in fact occurs) the Vendor's agent referred to on page 1 of the contract may invest the deposit monies on interest-bearing deposit with a trading bank or building society. Such investment shall be made in the name of the Vendor's agent in trust for the Vendor and the Purchaser.

Interest which accrues on the deposit shall be dealt with as follows:

- (a) if the deposit is forfeited to the Vendor all interest shall be paid to the Vendor;
- (b) if the deposit is refunded to the Purchaser all interest shall be paid to the Purchaser; and
- (c) if the contract is completed all interest shall be paid to the Vendor and Purchaser in equal shares.

The Vendor and the Purchaser agree that they shall give such directions and such things as may be necessary to give effect to the provisions of this clause, including providing the stakeholder with any Tax File Number.

Pool

9. In the event that the improvements constructed upon the property hereby sold includes a swimming pool, the Vendor does not warrant that any fencing relating to such swimming pool complies with any current requirements of any Government or Local Government authority relative hereto and the Purchaser shall not make any objection requisition or claim for compensation in respect of such or lack thereof or arising there from.

Release of Deposit

10. The deposit referred to herein shall be released if required for the Vendors use as deposit on their purchase providing that such deposit shall only be paid into the Trust Account of a licensed agent or solicitor and providing that such deposit shall not be further released without the Purchasers' express consent.

No Requisitions

11. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any of the following matters:-
- (i) any existing gas, electricity or telephone service to the property;

- (ii) the presence on the property of any gas pipes, electricity wires or telephone wires;
- (iii) the presence of any sewer manhole or vent on the property;
- (iv) any rainwater being connected to the sewer; and
- (v) the fact that a boundary of the property is not fenced or that any boundary fence or boundary wall shall not be upon or within such boundary.

Amendments to Contract

12. The Standard Conditions of this Contract shall be amended as follows:

- (i) Clause 7.1.1 is deleted.
- (ii) Clause 7.2.1 delete 10% and insert 1%;
- (iii) Clause 8.1 delete the words "on reasonable grounds".
- (iv) Clause 8.2.2 is deleted.
- (v) Clauses 10.1.8 and 10.1.9 the word "substance" is deleted and replaced by "existence".
- (vi) Clause 11.2 is amended by adding after the word "terminated" the words "other than as a result of default by the purchaser".
- (vii) Clause 14.4 is amended the word "not" is deleted and the word "but" is deleted and replaced by "and".
- (viii) Clause 14.4.2 is deleted.
- (ix) Clause 16.5, the words "plus another 20% of that fee" are deleted.
- (x) Clause 16.8 is deleted
- (xi) Clause 22 is amended by inserting the following as sub-clause 22(b):

"The purchaser acknowledges that the vendor is relying on the purchaser's promise contained in clause 22. If the promise is untrue in any respect the purchaser must indemnify the vendor against all loss or damage including any consequential loss which the vendor may suffer as a consequence of the vendor having relied on the purchaser's promise when entering into this contract."

- (xii) Clause 23.9.1 is deleted.
- (xiii) Clause 25.2 is deleted and replaced with:
 - "The Vendor is not required to serve an abstract of title and the Purchaser shall, at its cost and expense undertake its own searches and enquiries to satisfy itself as to the Vendor's title".

Payment of part deposit

13. The parties agree that the deposit required for this purchase is 10% of the purchase price. In the event that the Vendor agrees in writing prior to entering into the Contract, the Purchaser shall pay the amount of \$ _____ (amount 5%) on entering into the Contract and the balance of deposit being \$ _____

(amount 5%) upon the date for completion of this Contract or on lawful termination by the Vendor.

Tenancy

14. In the event that the Contract provides for vacant possession to be provided on completion, the Vendor may prior to completion rent the property to a tenant upon terms in accordance with a Residential Tenancy at a rent determined by the Vendor provided that such Residential Tenancy shall be for no more than 6 months. The Purchaser shall accept such tenancy on completion and shall not raise any requisition, objection nor delay settlement in respect thereof.

In the event that the contract provides that such is subject to a tenancy as specified the Purchaser shall not rescind, raise any objections or requisitions, claim for compensation, terminate or delay settlement in the event that such or any tenancy is not available at the date of completion.

Furniture and Inclusions

15. The Purchaser agrees that he purchases the subject property together with all items listed as inclusions. The Purchaser accepts the items in their present condition and state or repair and must not make any objection, requisition, claim for compensation or delay completion of this contract if on or before completion, any particular items is missing, stolen, damaged or not in proper working order.

Credit Code

- 16 The Purchaser acknowledge that the Vendor has entered into this contract on the Purchaser's warranty that:
- a) the Purchaser does not require credit in order to pay for the Property; or
 - b) if the Purchaser requires credit in order to pay for the Property the Purchaser has obtained such credit on reasonable terms prior to the date of this contract.

The purchase shall not have any right to terminate this Contract by virtue of any non-availability of credit.

Compensation to Vendor's legal cost

- 17 (a) If a Notice to Complete is issued by the Vendor pursuant to Special Condition 3 of this Contract, the Purchaser must pay to the Vendor in addition to the interest payable under Special Condition 4, the sum of two hundred twenty (\$220.00 dollars to cover additional legal costs and other expenses incurred by the vendor as a consequence of the Vendor's solicitor having to issue a Notice to Complete. The Purchaser acknowledges that the sum of two hundred twenty (\$220.00) dollars is reasonable and it is an essential term of this Contract that such amount be paid on or before completion.

- (b) In the event that the Vendor has arranged settlement and settlement is cancelled by the Purchaser, the Purchaser must pay to the Vendor in addition to the Purchase Price the sum of \$330.00 inclusive of any GST to cover the legal costs and other expenses of the Vendor arising as a consequence of needing to re-arrange settlement.
- (c) In the event that the Purchaser has not served the Transfer at least 14 days before the Completion date the Purchaser shall pay to the Vendor in addition to the Purchase Price the sum of \$165.00 inclusive of GST being the Vendor's solicitor additional legal costs and expenses and the Purchaser agrees that such sum is reasonable.

Condition of Auction

- 18. The Purchaser acknowledges that in the event the property is sold by auction the following provisions shall apply:
 - (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
 - (c) The highest bidder is the Purchaser, subject to the reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion is not in the best interests of the Vendor.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
 - (2) The following conditions, in addition to those prescribed by in paragraph (1) are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

Land tax

- 19. Notwithstanding the provisions of Condition 14.4, the parties must adjust Land Tax and/or Land Tax Surcharge on completion at the rate or amount of Land Tax and/or Land Tax Surcharge paid or payable by the Vendor for the current Land Tax year.

Goods and Services Tax

- 20. Notwithstanding anything herein contained the parties acknowledge that the purchase price has been determined exclusive of GST (as defined in the statute A New Tax System (Goods and Services Tax 1999) – “the GST Act”).

If payment of the purchase price or any part thereof constitutes the consideration for a Taxable Supply (as defined in the GST Act), then the amount of GST payable in respect of that Taxable Supply must be paid by the Purchaser to the Vendor simultaneously with payment of the balance of the purchase price.

If the amount of GST payable is not capable of determination as at the date of payment of the balance of the purchase price, then the Purchaser must pay to the Vendor an amount equal to the Vendor's reasonable estimate of the GST, on terms that if the estimate is in excess of the GST actually payable then the Vendor will make an appropriate refund to the Purchaser and if the estimate is less than the GST actually payable then the Purchaser must forthwith pay the deficiency to the Vendor.

The Vendor must provide the Purchaser with a tax invoice (as defined in the GST Act) in respect of the GST payment made by the Purchaser.

This provision shall not merge in or be extinguished on completion of this Contract.

DIRECTORS GUARANTEE AND INDEMNITY

I/We

of

(“the Guarantors”)

being Director(s) of

Pty Limited

ACN

, in consideration of the Vendor at my/our request entering into this Contract with the Purchaser do hereby jointly and severally guarantee the performance by the Purchaser of the terms of the Contract, including but not limited to the due and punctual payment of all money payable by Purchaser and the performance by the Purchaser of all other terms and conditions of this Contract. The Guarantors agree to indemnify and keep indemnified the Vendor against any loss, damage, or expense suffered or incurred by the Vendor as a result of the Purchaser’s breach of this Contract. This guarantee and indemnity is continuing and irrevocable whilst any of the Purchaser’s obligations remain outstanding under the Contract and applies to this Contract and any variation of the Contract without the need to obtain the Guarantors consent to any such variation.

Executed for the benefit of the Vendor as a Deed:

SIGNED SEALED AND)
DELIVERED by the **GUARANTOR**)
in the presence of)

Signature of Guarantor

Signature of Witness

Name (Print)

Name of Witness (Print)

SIGNED SEALED AND)
DELIVERED by the **GUARANTOR**)
in the presence of)

Signature of Guarantor

Signature of Witness

Name (Print)

Name of Witness (Print)

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 121/1032816

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/7/2017	9:49 AM	4	9/1/2009

LAND

LOT 121 IN DEPOSITED PLAN 1032816
AT BEECROFT
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1032816

FIRST SCHEDULE

XINPING ZHENG
YING LU

AS JOINT TENANTS

(T AC515269)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1032816 EASEMENT FOR SERVICES 1 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP1032816 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT, 1919

(Lengths are in metres)

(Sheet 1 of 3 sheets)

PART 1

DP1032816

Subdivision of Lot 12 in DP 219949
Certified by Council Clerk's Certificate
No. 11209 of 9.8.00

Full Name and Address of
Proprietors of the Land:

Leonard David McCready, and
Judith Mary McCready, and
Frank Andrew Herford-Smith
154 Murray Farm Road
BEECROFT NSW 2119

1. Identity of Easement
Firstly referred to in
abovementioned plan:

Easement for Services 1 Wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Name of Road, or Authority
Benefited

120

121

2. Identity of Restriction
Secondly referred to in
abovementioned plan:

Positive Covenant under Section
88E of the Conveyancing Act, 1919

SCHEDULE OF LOTS AFFECTED

Lots Burdened

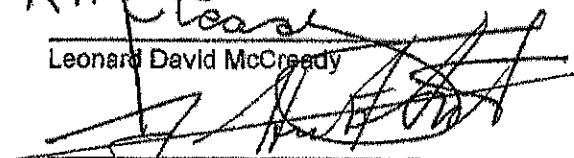
Lots Name of Road, or Authority
Benefited

121

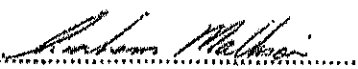
Hornsby Shire Council


Leonard David McCready


Judith Mary McCready


Frank Andrew Herford-Smith

APPROVED BY HORNSBY SHIRE COUNCIL.....


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919

(Lengths are in metres)

(Sheet 2 of ³ sheets)

PART 2

Subdivision of Lot 12 in DP 219949
Certified by Council Clerk's Certificate
No. 11209 of 9.8.00

DP1032816

1. Terms of Positive Covenant Secondly Referred to in Abovementioned Plan:-

The proprietor or persons authorised by the proprietor shall make provision for as well as construct an on site stormwater detention system in conjunction with building work to service the entire lot so burdened in accordance with the requirements as set out in subclauses (i) to (iv) below:-

(i) That the on site detention system (hereinafter called the system) is to have a storage capacity of not less than five (5) cubic metres and a maximum discharge of eight (8) litres per second and such discharge to be connected to Council's stormwater system.

(ii) That not less than four copies of the construction drawings of the proposed system be prepared by a suitably qualified Chartered Professional Engineer or Registered Surveyor for approval by Council's Engineer prior to commencement of any building works on the lot so burdened.

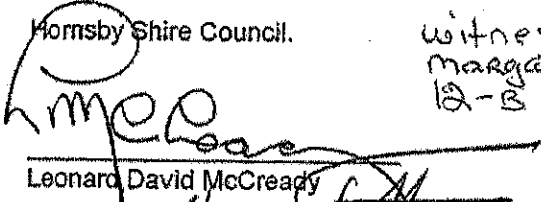
(iii) That on completion of the system work-as-executed details prepared by a Chartered Professional Engineer or Registered Surveyor are to be submitted to Council to verify construction of the facility in accordance with the design requirements. Any variations must be shown in red and supported by calculations.

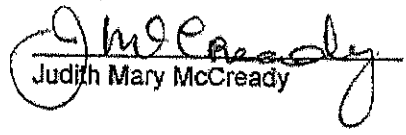
(iv) That on completion of the system the registered proprietor or persons authorised by the proprietor place a Positive Covenant and Restriction on the title of the lot so burdened describing the facility which expression shall include all ancillary gutters, pipes, drains, walls, herbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater as well as responsibilities for maintenance.

Name of Person or Authority Whose Consent is Required to Release Vary or Modify Positive Covenant Secondly Referred to in Abovementioned Plan:

Hornsby Shire Council.

witness
MARGARET MARSHALL
12-B FEXTON RD, CARLINGFORD 2119.


Leonard David McCready


Judith Mary McCready


Frank Andrew Herford-Smith

APPROVED BY HORNSBY SHIRE COUNCIL.....

Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT, 1919

(Lengths are in metres)


3
(Sheet 3 of 4 sheets)

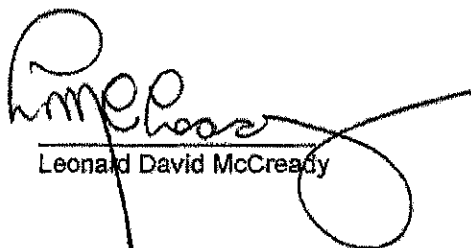
PART 2

DP1032816

Subdivision of Lot 12 in DP 219949
Certified by Council Clerk's Certificate
No. 11209 of 9.8.00

SIGNED in my presence by
Leonard David McCready
who is personally known to me :


Witness


Leonard David McCready

M.A. MARSHALL
Name of Witness

12(B) FELTON ROAD
CARLINGFORD NSW 2118
Address of Witness

SIGNED in my presence by
Judith Mary McCready
who is personally known to me :


Witness


Judith Mary McCready

M.A. MARSHALL
Name of Witness

12(B) FELTON ROAD
CARLINGFORD NSW 2118
Address of Witness

APPROVED BY HORNSBY SHIRE COUNCIL.....

Authorised Officer

REGISTERED  (S28.8.2001)



PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979 as amended

InfoTrack Pty Ltd
DX 578
SYDNEY

Certificate No: 2017/3972
Fee: \$133.00
Issue Date: 17 July 2017
Receipt No: 6094960
Applicant Ref: 1714377:64777

DESCRIPTION OF LAND

Address: 152 Murray Farm Road
BEECROFT NSW 2119
Lot Details: Lot 121 DP 1032816

PLANNING CERTIFICATE UNDER SECTION 149 (2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

The land is zoned: R2 Low Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.



**THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 149 (2) OF THE ABOVE ACT.**

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to the land unless otherwise stated in this certificate.

Refer to www.legislation.nsw.gov.au to view the HLEP.

State Environmental Planning Policies

SEPP No. 1 - Development Standards
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. 44 - Koala Habitat Protection
SEPP No. 50 - Canal Estate Development
SEPP No. 55 - Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 64 – Advertising and Signage
SEPP No. 65 – Design Quality of Residential Apartment
Development
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP No. 71 – Coastal Protection
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008



SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011

Deemed State Environmental Planning Policies

SREP (Sydney Harbour Catchment) 2005

- (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 Hornsby Shire Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

YES

Hornsby Shire Council has re-exhibited a Housekeeping Planning Proposal that seeks to amend the *HLEP 2013* to resolve some of the identified issues raised during the exhibition period which were outside the scope of a translation. The *Planning Proposal* also seeks to rectify a number of anomalies and mapping issues that have been identified since the Plan came into force in October 2013. The *Planning Proposal* has been re-exhibited due to a number of post-exhibition amendments.

(B) **Proposed State Environmental Planning Policies**

YES

Draft *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 (draft SEPP)* applies to the land. The *draft SEPP* provides controls for child care facilities, schools, universities and TAFEs. It consolidates national and state requirements for child care facilities, and expands exempt and complying development provisions for schools and tertiary institutions. The *draft SEPP* can be viewed on the Department of Planning and Environment's website.



YES

Draft State Environmental Planning Policy (Vegetation) 2017 (Vegetation SEPP) has been exhibited. The Vegetation SEPP is proposed to safeguard native vegetation in by providing a consistent approach to land clearing in NSW. The Vegetation SEPP will also ensure the biodiversity offset scheme will apply to all clearing of native vegetation that exceeds the offset thresholds and does not require development consent. Further information on the Vegetation SEPP can be obtained by viewing the proposal <http://planspolicies.planning.nsw.gov.au>

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

Hornsby Development Control Plan (HDCP) 2013

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning of 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).

- (A) The HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

R2 Low Density Residential

- (B) The purpose for which the instrument provides that development may be carried out within the zone without the need for development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development



- (C) The purposes for which the instrument provides that development may not be carried out within the zone except the development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development with Consent.

- (D) The purposes for which the instrument provides that development is prohibited within the zone:

Refer to Attachment

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

NO

- (F) Whether the land includes or comprises critical habitat?

NO

- (G) Whether the land is in a conservation area (however described)?

NO

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

NO

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 and (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.

NO

3. **Complying Development**

Whether or not 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), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Developments Code) 2008*. If complying development may not be carried out on that land because of the provisions of clauses 1.17A(c) and (d) and 1.19 of that policy, the reasons why it may not be carried out under that clause.

General Housing Code and Rural Housing Code

Complying Development under the General Housing Code or Rural Housing Code **may be** carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

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

Housing Alterations, General Development, Commercial and Industrial Alterations, Subdivisions, Demolition and Fire Safety Codes (Other Codes)

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Subdivisions Code, Demolition Code or Fire Safety Code **may be** carried out on the land.



4. Coastal Protection

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

NO

4A. Certain 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 the 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.

NO

- (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.

NO



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

Whether the owner (or previous owner) of the land has been 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).

NO

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

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

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road alignment under –

- (A) Division 2 of Part 3 of the Roads Act 1993; or

NO

- (B) any environmental planning instrument; or

NO



(C) any resolution of council?

NO

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

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding)?

Council's and other public authorities' policies on hazard risk restrictions are as follows:

- (A) **Landslip**
NO
- (B) **Bushfire**
NO
- (C) **Tidal inundation**
NO
- (D) **Subsidence**
NO
- (E) **Acid Sulfate Soils**
NO



(F) **Land contamination**

NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.C.3.4 Land Contamination of the *Hornsby DCP 2013* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

Notes: Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land Contamination - Planning Guidelines*. The result of this review is provided on Certificates issued under Section 149(5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **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) Word and expressions in this clause have the same meaning 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.

- (A) **State Environmental Planning Policy?**

NO

- (B) **Hornsby Local Environmental Plan 2013?**

NO

- (C) **Planning Proposal?**

NO



9. Contribution plans

The name of each contribution plan applying to the land:

Hornsby Section 94 Development Contributions Plan 2014 – 2024

Hornsby Section 94A Development Contributions Plan 2014 – 2024

9A. Biodiversity Certified land

Whether the land is biodiversity certified land under Part 7AA of the Threatened Species Conservation Act 1995?

NO

10. Biobanking Agreements

Whether the land is land to which a biobanking agreement under part 7A of the Threatened Species Conservation Act 1995 relates, (but only if the council has been notified of the existence of the agreement by the Secretary of the Department of Environment, Climate Change and Water)?

NO

11. Bush fire prone land

Has all or part of the land been identified as bush fire prone land?

NO

12. Property vegetation plans

Has the council been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to this 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 this land (but only if the council has been notified of the order)?

NO

14. **Directions under Part 3A**

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

NO

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

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on this land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have 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

Whether there is a valid site compatibility certificate (infrastructure), issued in respect of proposed development on this land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

NO DEVELOPMENT PLAN APPLIES

(2) The date of any subdivision order that applied to the land.

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.



19. **Site verification certificates**

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

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) that the land to which the certificate relates is significantly contaminated land within the meaning of the Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is used,

NO



(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO

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 that Act.

NO

The NSW Infrastructure Co-ordinator General has not issued an order under Section 23 or an authorisation under Section 24 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009*.

20. Loose-fill asbestos insulation

Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division?

NO



**THIS PART IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 149 (5) OF THE ABOVE ACT**

NOTE: "When information pursuant to Section 149 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 149 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

- A. Whether a resolution to prepare a Planning Proposal applies to the land?

NO

- B. Whether there are draft amendments to the Hornsby Development Control Plan that are on exhibition, have been exhibited or have been adopted by Council for exhibition applying to the land?

NO

- C. Whether there are any provisions applying to the land that control the management of trees and vegetation?

YES

Tree and Vegetation Preservation Provisions contained within Hornsby DCP apply to the land.

- D. Whether there are any provisions within the Hornsby LEP applying to the land that controls the management of biodiversity?

NO

- E. Whether there are any provisions applying to the land within the Hornsby Local Environmental Plan or Hornsby Development Control Plan that control development within a foreshore area?

NO



- F. Whether the Hornsby Shire Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

NO

- G. Whether the land is within or adjacent to the North West Rail Link as identified on the maps provided by Transport NSW?

NO

- H. Whether the land is subject to the North West Rail Link Corridor Strategy prepared by the Department of Planning and Infrastructure?

NO

- I. Whether the land is within or adjacent to an existing rail corridor?

NO

- J. Whether the land is in a rural area or located adjacent to a rural area in which agriculture occurs?

NO

- K. Whether Council's records show a history of potentially contaminating land use and the land is zoned:

- Business, Industrial and/or SP2 Infrastructure; or

NO

- RU1 Primary Production, RU2 Rural Landscape, RU4 Primary Production Small Lots or E3 Environmental Management.

NO



- Any other risk

NO

Note: This is NOT a statement on whether or not the property is affected by contamination. Council has a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning, land use changes or further development is proposed on lands which are contaminated, or have previously been used for certain purposes and the contamination status of the land is uncertain. Accordingly, consideration of Council's policy and the application of provisions under relevant State legislation is warranted. If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

- L.** Whether the land is subject to risk of "future" exposure to tidal inundation?

NO

- M.** Whether the land is within or adjacent to the NorthConnex motorway link corridor as identified on the maps provided by the NorthConnex project team?

NO

- N.** Whether there is potential for loose-fill asbestos insulation to be found on properties that are not listed on the NSW Department of Fair Trading's Loose-Fill Asbestos Public Register

YES

Note: Some residential homes located in the City of Parramatta have been identified as containing loose-fill asbestos insulation in the roof space. The NSW Department of Fair Trading maintains a Public Register of homes that are affected by loose-fill asbestos insulation.



You should make your own enquiries as to the age of the buildings on the land to which this certificate relates, and if it contains a building construction prior to 1980, it is recommended that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the risk (if any) this may pose for the building's occupants.

Further information can be obtained by contacting the NSW Department of Fair Trading and viewing the Department's website.

Greg Dyer
Interim General Manager

per

dated 17 July 2017

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE.

WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.



ATTACHMENT**Hornsby Local Environmental Plan 2013 - Land Use Table****Zone R2 Low Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Information and education facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Tourist and visitor accommodation; Veterinary hospitals; Water reticulation systems

4 Prohibited

Backpackers' accommodation; Farm stay accommodation; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Hornsby*
(Beacroft)

No. 3075805

- Boundary Trap
- Pit
- ▣ G.I. Grease Interceptor
- ⊠ Gully
- ⊞ P.T. P. Trap
- ⊞ R.S. Reflux Sink

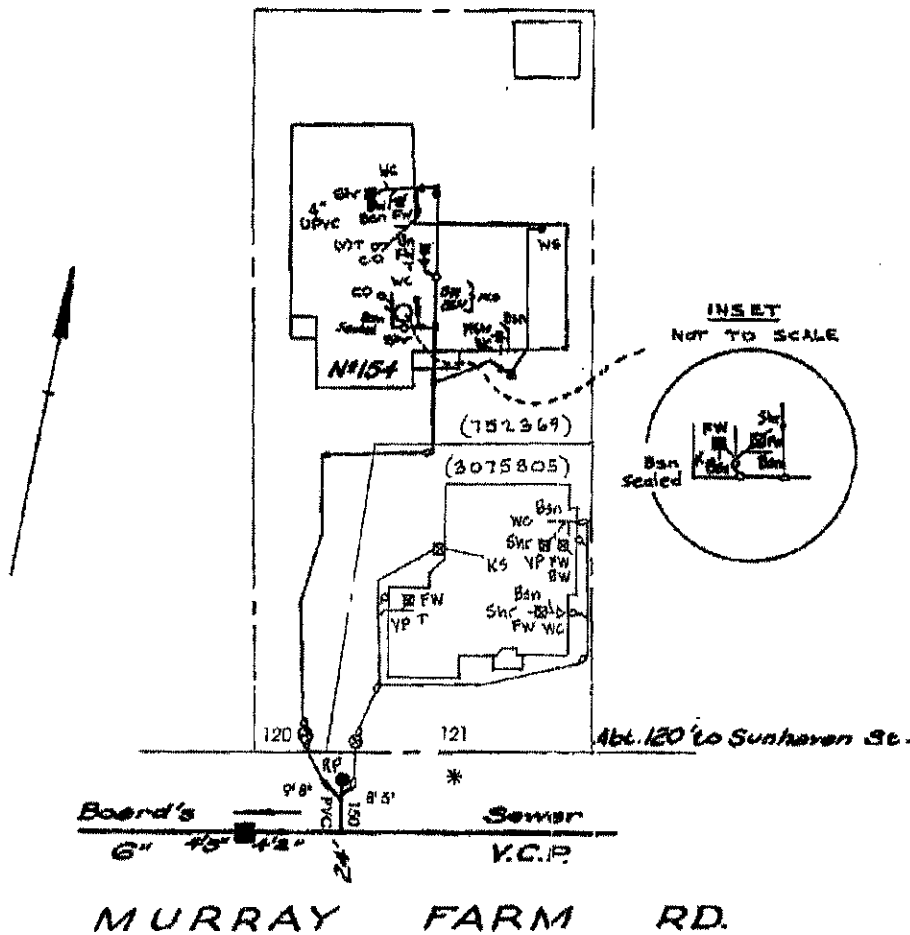
- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
 - Cleaning Eye
 - Vert. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. 37-5287 W.C.s. U.C.s. 19
SHEET No. 8285 OFFICE USE ONLY For Engineer House Services

DRAINAGE		PLUMBING	
W.C.	Supervised by	BRANCH OFFICE	Supervised by
Bch.	Date	Date	Date
Shr.	Inspector	Outfall <u>NS</u> <u>HL</u>	Inspector
Bsn.	Examined by	Drainer	<u>1085-490</u>
K.S.	Chief Inspector	Plumber	<u>1267 347</u>
T.	Tracing Checked	Boundary Trap	
Pig.		W/s not required	
Dgs. Int.			
Dgs. Ext.			

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.