

49 Heath Street,  
MERRYLANDS NSW 2165

Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>MCGRATH ESTATE AGENTS LIVERPOOL</b> 265 Macquarie St, Liverpool NSW 2170	phone (02) 9824 1100 fax ref John Bartolone
co-agent	Not Applicable	phone fax ref
vendor	<b>HELEN ANDREWS</b> 49 Heath Street, Merrylands NSW 2160	
vendor's solicitor	<b>MACLARENS LAWYERS</b> 232 Merrylands Rd, Merrylands NSW 2160 PO Box 354, Merrylands NSW 2160	phone (02) 9682 3777 fax (02) 9637 1010 ref CPM:JT20215905
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>49 HEATH STREET, MERRYLANDS NSW 2160</b> Registered Plan: Lot 197 in Deposited Plan 7742 <b>Folio Identifier 197/7742</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: <i>air conditioner, garden shed, ceiling fans.</i>		
exclusions				
purchaser				
purchaser's				phone
<input type="checkbox"/> solicitor				fax
<input type="checkbox"/> conveyancer				ref
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor		witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

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

**Choices**Vendor agrees to accept a **deposit bond** (clause 3)  NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)**Electronic transaction** (clause 30) no  YES

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

Parties agree that the deposit be invested (clause 2.9)  NO  yes**Tax information (the parties promise this is correct as far as each party is aware)**Land tax is adjustable  NO  yesGST: Taxable supply  NO  yes in full  yes to an extentMargin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an **GSTRW payment**:  
(residential withholding payment) NO  yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input checked="" type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 58 Other:</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>● issued by a <i>bank</i> and drawn on itself; or</li> <li>● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

## 10 Restrictions on rights of purchaser

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

## 24 Tenancies

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

**SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND**

**VENDOR:** HELEN ANDREWS

**PURCHASER:**

**PROPERTY:** 49 HEATH STREET, MERRYLANDS NSW 2160

**CONTRACT DATED** the                      day of                      2021

**32. INCONSISTENCY**

**32.1 Special Conditions prevail**

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions, these Special Conditions prevail to the extent of that inconsistency.

**32.2 Amendment of Contract**

The printed clauses in this Contract are amended as follows:

- 32.2.1 Printed clause 5.1 is deleted;
- 32.2.2 Printed clause 6.2 is deleted;
- 32.2.3 In printed clause 7, "before completion" is deleted and "not less than 7 days before Completion Date" is substituted;
- 32.2.4 Printed clause 7.1.1 is deleted;
- 32.2.5 In printed clause 7.2.1, "10%" is deleted and "\$1000" is substituted;
- 32.2.6 In printed clauses 10.1.8 and 10.1.9, "substance" is deleted and "existence" is substituted;
- 32.2.7 Clause 12.1 is amended by inserting the words "(other than a building certificate under Division 6.7 of the "Environmental Planning & Assessment Act 1979")" after the word "report";
- 32.2.8 Clause 12.2.1 is amended by inserting the words "(other than a building certificate under Division 6.7 of the "Environmental Planning & Assessment Act 1979")" after the word "certificate";
- 32.2.9 Clause 14.4.2 is deleted.
- 32.2.10 NOT USED
- 32.2.11 Clause 16.8 is amended by deleting "\$10" and inserting "\$5" in its place.

- 32.2.12 Clause 23.5.2 – the words “but is disclosed in this contract” is deleted.
- 32.2.13 Clause 23.13 is amended by deleting "7" and inserting "2" in its place or deleted if the Owner's corporation has not been established in accordance with the Strata Schemes Management Act 2015.
- 32.2.14 Clause 23.13 and 23.14 do not apply if the Land forms part of a 2 lot strata scheme.
- 32.2.15 Clause 23.14 is amended by deleting "7" and inserting "2" in its place.
- 32.2.16 Clause 31.2.1 is amended by deleting the words "5 days" and inserting "2 days" in their place.
- 32.2.17 Clause 31.4 is deleted.

### **33. SEVERABILITY**

#### **33.1 Severability**

The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

### **34. EXCLUSION OF WARRANTIES AND CONDITION OF PROPERTY**

#### **34.1 Purchaser's warranties**

The Purchaser warrants that:

34.1.1 it has inspected the Property; and

34.1.2 unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:

- (a) the Property;
- (b) the neighbourhood in which the property is located;
- (c) the state of repair of the Property, and, if applicable, the improvements, furnishings and chattels for any use;
- (d) the suitability of the Property, and if applicable, the improvements, furnishings and chattels for any use;
- (e) any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels.

## **35. CONDITION OF PROPERTY**

### **35.1 Condition of property**

Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act, 1919, and the Conveyancing (Sale of Land) Regulation 2017:

35.1.1 the Property (and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.

35.1.2 no objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:

- (a) any matter disclosed in any survey or report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
- (b) any matter disclosed in any Building Certificate issued under the Local Government Act (1993) or the Environmental Planning and Assessment Act (1979) (as the case may be) annexed to this Contract (if any); or
- (c) any encroachment by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by a survey or not.

## **36. SERVICES**

### **36.1 Services**

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

36.1.1 the nature, location, availability or non-availability of any service to the Property;

36.1.2 the Property being subject to any service or mains, pipes or connections for any service;

36.1.3 the Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;

36.1.4 any defects in any service to the Property;

36.1.5 any underground or surface stormwater drain passing through under or over the Property; or

36.1.6 any personhole or vent on the Property.

**37. AGENT**

**37.1 Introduction by agent**

The Purchaser warrants that it was not introduced to the Vendor or the Property by any agent other than the Vendor's agent (or co-agent, if any) named on the front page of this Contract (Vendor's Agent).

**37.2 Indemnity**

The Purchaser indemnifies the Vendor and must hold it indemnified against any costs and expenses (including claims for commission) incurred by the Vendor in respect of any breach of warranty referred to Special Condition 37.1.

**37.3 No Merger**

This Special Condition does not merge on completion.

**38. REPRESENTATION**

The Purchaser acknowledges that he/she does not rely on any representations, inducements or warranties, whether oral or in writing and that he relies only on the terms and conditions as set out in this written agreement.

**39. COMPLETION & NOTICE TO COMPLETE**

**39.1 Completion date**

The completion date of this Contract is the number of days specified on the first page of this Contract from the date of this Contract (Completion Date).

**39.2 Notice to Complete**

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 3.00pm on the Completion Date, the party not in default may serve on the party in default a Notice to Complete:

39.2.1 requiring the other party to complete this Contract within 14 days after the date of service of the Notice to Complete; and

39.2.2 making time of essence.

**39.3 Terms of Notice to Complete**

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

**39.4 Party serving Notice**

The party serving a Notice to Complete may at any time or times:

39.4.1 withdraw the Notice to Complete by a further notice to the party in default; and

39.4.2 at its option issue a further Notice to Complete.

#### **39.5 Vendor**

The Vendor:

39.5.1 is not obliged to remove any charge on the Property for any outgoings until completion;

39.5.2 will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any outgoings; and

39.5.3 may serve a Notice to Complete on the Purchaser notwithstanding that, at the time such Notice is issued or at any subsequent time, there is a charge on the Property for any outgoings.

### **40. PARTY DYING, OR LIQUIDATOR BEING APPOINTED ETC**

#### **40.1 Party dying**

If either party (or if a party is more than one person, any one or more of the persons comprising that party) before completion:

40.1.1 dies; or

40.1.2 becomes a mentally ill person or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983

then the other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provisions of printed clause 19 will apply to that rescission.

#### **40.2 Bankruptcy**

If either party (or if a party is more than one person, any one or more of the persons comprising that party) is declared bankrupt or assigns its estate for the benefit of creditors or, being a corporation:

40.2.1 is made subject to an order or an effective resolution is passed for the winding up of that corporation (other than for the purposes of amalgamation or reconstruction);

40.2.2 enters into any scheme of arrangement with its creditors under the Corporations Act or other similar legislation applicable to that corporation; or

40.2.3 has any administrator, liquidator, receiver, receiver and manager, provisional liquidator or official manager appointed to that corporation

then the other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provisions of printed clause 19 will apply to that rescission.

#### **40.3 Rights and remedies not negated**

The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

### **41. DAMAGES FOR FAILURE TO COMPLETE**

#### **41.1 Damages**

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay damages on completion;

41.1.1 calculated on the balance of the purchase price at a rate of 10% per annum from and including the day after the Completion Date up to and including the date that completion in fact occurs.

41.1.2 if the Vendor serves a Notice to Complete, the sum of \$330.00 inclusive of GST for additional legal costs payable to the Vendor in connection with the preparation and service of the notice.

#### **41.2 Assessment of loss**

The Parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

#### **41.3 Vendor not liable**

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

### **42. PAPER SETTLEMENTS**

42.1 If the contract is marked as an *Electronic transaction*, but the Purchaser requires settlement to be effected by a paper transaction:

42.1.1 The Purchaser must pay an additional \$275.00 (inclusive of GST) on settlement to the Vendor's solicitor to cover the legal costs and other expenses incurred as a consequence; and

42.1.2 The Purchaser hereby agrees that they will allow the amount of \$77.00 (inclusive of GST) on settlement, if the Transfer is not served to the Vendor's solicitor 14 days prior to the Completion Date.

#### **43. CANCELLED SETTLEMENT**

43.1 In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on the same day, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, the Purchaser must pay an additional \$165.00 (inclusive of GST) on settlement to the Vendor's solicitor to cover the legal costs and other expenses incurred as a consequence of the delay.

43.2 This clause applies whether or not the transaction is an *Electronic transaction*.

#### **44. FIRB APPROVAL**

##### **44.1 Approval**

In addition to clause 31, if the Purchaser is required under the provisions of the Foreign Acquisitions and Takeover Act 1975 (The Act) or comparable legislation to obtain the approval of the Treasurer (which term includes any other competent person) to the acquisition by the Purchaser to the Property on the terms and conditions of this Contract (the Approval) which expression includes any statement to the effect that there is no objection on foreign investment grounds to the acquisition, the following provisions will apply:

44.1.1 The Purchaser must if the Purchaser has not already done so within 14 days after the date of this Contract make application (the Application) to the Treasurer for Approval, and must promptly provide to the Treasurer all such material and information as the Treasurer may require in connection with the Application and use its best endeavours to obtain the Approval as expeditiously as possible.

44.1.2 The Purchaser must provide to the Vendor as soon as practicable after they have been provided to, or received from, the Treasurer (as the case may be) complete copies of the Application, all material provided to the Treasurer in connection with the Application and all correspondence and other communications between the Purchaser and the Treasurer in connection with the Application.

44.1.3 The Purchaser must if requested by the Vendor provide to the Vendor such information and documents as the Vendor may reasonably require to establish that the Purchaser is in fact required under the Act or any comparable legislation to obtain the Approval.

44.1.4 The Purchaser must promptly notify the Vendor in writing of any refusal, or the Approval of the Application.

44.1.5 If the Purchaser has not received notice in writing from the Treasurer of Approval of the Application, or the Application is not deemed to be approved by operation of law on or before the Completion Date (in which respect time is of the essence), or the Application is refused at any time, this Contract is deemed to have been rescinded and the provisions of printed clause 19 will apply.

**45. DEPOSIT BY INSTALMENTS**

45.1 In the event the Vendor agrees to accept the deposit payable by instalments then the Purchaser shall pay as a deposit to the *deposit holder*, a sum being 10% of the purchase price, as to 5% of the purchase price on exchange of this contract and as to a further 5% on completion or on demand from the Vendor whichever first occurs and which demand shall not prejudice nor be a waiver of any other rights which the Vendor has in relation to this contract.

45.2 All interest which accumulates on the deposit monies shall be paid to the Vendor.

**46. CLAIM FOR COMPENSATION**

**46.1 Objection or requisition entitling the Vendor to rescind**

Notwithstanding any other provision of this Contract, any claim for compensation made by the Purchaser under this Contract will be deemed to be an objection or requisition entitling the Vendor to rescind this Contract.

**47. SERVICE BY FACSIMILE**

**47.1 Service by facsimile**

Service of any notice or document under or relating to the Contract may be effected if it is transmitted by a facsimile device to the facsimile number appearing on any directory of facsimile particulars or on any letterhead or other business form or document of or used by the Party to be served or that Party's solicitor.

Provided such facsimile transmission is sent before 5.00pm on any business day then service by facsimile is deemed to have been received on the day of transmission. Otherwise service by facsimile is deemed to have been received at 9.00am on the next business day following the day of transmission.

Service by facsimile transmission is not regarded as effective if the sender's facsimile machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within four (4) hours after the transmission.

**48. EXTENSION OF TIME TO PAY BALANCE OF DEPOSIT WHERE COOLING-OFF PERIOD IS EXTENDED**

**48.1 Extension of time to pay Balance of Deposit Where Cooling Off Period is Extended**

48.1.1 If the Purchaser has the benefit of a “cooling-off period”, and this Contract has provision whereby only part of the Deposit is payable on exchange and the balance of the Deposit is payable before the end of the 5th business day after the date of this Contract, then where the Vendor agrees to extend the Purchaser’s cooling-off period then the time for payment of the balance of the Deposit shall be similarly extended.

48.1.2 In this Clause “cooling-off period” means the period referred to in s66S of the Conveyancing Act 1919.

#### **49. DEPOSIT BOND**

- 49.1 This clause applies if the Vendor has accepted a bond as the deposit or as any part of the deposit.
- 49.2 In this Contract the word “Bond” means the Bond issued to the Vendor at the request of the Purchaser.
- 49.3 Subject to sub-paragraphs 49.4 and 49.5 below, the delivery of the Bond upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit, shall, to the extent to the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 49.4 The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted to the Vendor.
- 49.5 Should the Vendor serve on the Purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the deposit bond issuer, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in the Contract to hold the deposit.
- 49.6 The Vendor acknowledges that payment by the deposit bond issuer to the extent of the amount paid, be in satisfaction of the Purchaser’s obligation to pay the deposit under sub-paragraph 49.5 above.
- 49.7 The Purchaser agrees as a fundamental and essential term of this Contract that:
- 49.7.1 if a bond or guarantee securing the deposit, or part thereof, expires, or may expire, before completion of this Contract, the Purchaser will, not less than seven (7) days prior to the expiration of the bond or guarantee, either:
- 49.7.2 obtain an extension, or extensions, of the period of the bond or guarantee until completion of the Contract; or
- 49.7.3 provide to the Vendor such further bonds or guarantees as may be required to secure until completion of the Contract so much of the deposit as has not been paid by cash or cheque; or

49.7.4 pay to the Vendor's solicitor as stakeholder by cash or cheque so much of the deposit as has not been paid;

49.8 or, if there is any defect or difference in the bond or guarantee in relation to the names of a Purchaser, the address of the property, the amount of the bond, or otherwise, the Purchaser shall within seven (7) days of being notified of the defect or difference procure and provide to the Vendor a bond or guarantee which does not contain the defect or difference;

49.9 or, if the issuer of the bond or guarantee is placed into liquidation or enters into any form of external administration, the Purchaser shall, within seven (7) days of being required by the Vendor in writing to do so, provide a replacement or guarantee acceptable to the Vendor, or pay the deposit in cash or by cheque.

If the Purchaser fails for any reason, to comply with the provisions of special condition 49.7 such failure shall constitute a fundamental breach of Contract on the part of the Purchaser entitling the Vendor within seven (7) days prior to the expiration of the bond or guarantee to terminate the Contract, and to call upon the bond or guarantee prior to its expiration.

## **50. REQUISITIONS**

Clause 5.2 is deleted and the requisitions or general questions about the property or the title must be in the form of the attached requisitions.

## **51. RELEASE OF DEPOSIT**

The Purchaser hereby authorises the Vendor's Agent to release such part or all of the deposit to the Vendor as is required by the Vendor (where there are more than one, then that includes any of the Vendors individually) for the following purposes:

51.1 to fund the payment of a deposit in relation to the purchase of another property by the Vendor or by the Vendor and another person.

51.2 to fund the payment of any stamp duty payable by the Vendor in relation to the purchase of another property whether it is payable by the Vendor or the Vendor and another person.

51.3 in the event the Vendor enters a Village Contract as referenced in Part V of the Retirement Villages Act 1999, to fund the payment of:

51.3.1 any deposit required by the village;

51.3.2 any registration fee required by NSW Land Registry Services; and

51.3.3 any share of the Operator's legal costs as required to be paid by the vendor.

51.4 To fund any Refundable Accommodation Deposit as defined by the *Aged Care Act 1997* (Cth).

**52. AUTHORITY TO SOLICITOR/CONVEYANCER**

- 52.1 The Purchaser by this Contract authorises its solicitor/conveyance to amend or cause to be amended the terms of this Contract after the Contract has been signed by the Purchaser, without further authority being required.
- 52.2 This clause takes priority over the clauses in the standard Contract to the extent of any inconsistency.
- 52.3 The provisions of this clause are essential.

**53. GUARANTEE - COMPANY**

- 53.1 In consideration of the Vendor entering into this Contract, where the Purchaser is a Company, by virtue of such execution (the "Guarantors") also expressly and unconditionally guarantee to the Vendor the due and punctual payment by the Purchaser of the price and of all moneys which are or may now or shall at any time be or become owing or payable by the Purchaser to the Vendor under this Contract and the due and punctual performance by the Purchaser of all of the terms, conditions, covenants and obligations, on the Purchaser's part to be performed or observed in this Contract and the Guarantors indemnify and keep indemnified the Vendor from and against all loss, damage, cost and expense which may be suffered or incurred by the Vendor in consequence of or in relation to or arising out of any default by the Purchaser under any of the provisions of this Contract.
- 53.2 This guarantee and indemnity is a continuing guarantee and indemnity and remains in full force and effect despite the liquidation of or the appointment of a receiver, receiver and manager, scheme manager, administrator or controller of the assets of the Purchaser and is irrevocable and remains in full force and effect until the whole of the price and all other moneys payable to the Vendor under the terms of this Contract have been paid and satisfied in full and the discharge, extinguishment or postponement by liquidation, operation of law, act of the parties or otherwise of the whole or any part of the indebtedness of the Purchaser to the Vendor under this Contract does not impair or affect the liability or the Guarantors under this Contract nor does this guarantee or any of the covenants in this Special Condition merge on completion of this Contract.
- 53.3 This guarantee and indemnity and the liability of the Guarantors under this Contract is not affected, prejudiced or abrogated by the granting of time, credit or other indulgence or concession by the Vendor to the Purchaser or by any variation of or alteration of or modification to the terms of this Contract whether with or without the consent of the Guarantors.

SIGNED BY GUARANTOR in the presence of:

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

\_\_\_\_\_  
Signature

---

Name of Witness

---

Name of Guarantor

SIGNED BY GUARANTOR in the presence of:

---

Signature of Witness

---

Signature of Guarantor

---

Name of Witness

---

Name of Guarantor

**54. COVID -19 (CORONAVIRUS)**

- 54.1 This clause applies whilst ever the Federal, NSW State or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a health emergency or a State emergency as declared by the NSW Government:
- 54.2 In the event any party to the Contract is required to undertake self-isolation or is quarantined and/or admitted to hospital, the affected party will notify the other party immediately.
- 54.3 If completion does not take place by the completion date as provided for in clause 15 as a result 54.2, then the completion date is extended by twenty-one (21) days.

---

Signed by Purchaser

---

Signed by Vendor

## CONDITIONS OF SALE BY AUCTION

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

- Possession and tenancies**  
Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
1. Is anyone in adverse possession of the Property or any part of it?
  - 2.
  3.
    - (a) What are the nature and provisions of any tenancy or occupancy?
    - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
    - (c) Please specify any existing breaches.
    - (d) All rent should be paid up to or beyond the date of completion.
    - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
    - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
  4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
  5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
    - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
    - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.
- Title**
6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
  7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
  8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
  9. When and where may the title documents be inspected?
  10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.
- Adjustments**
11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
  12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    - (a) to what year has a return been made?
    - (b) what is the taxable value of the Property for land tax purposes for the current year?
  13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.
- Survey and building**
14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
  15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
  16.
    - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in Section 8.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

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

**Requisitions and transfer**  
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

31. The purchaser reserves the right to make further requisitions prior to completion.

32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

**Off the plan contract**

33. If the Contract is an off the plan contract:

(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.

(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.

(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



FOLIO: 197/7742

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2021	1:03 PM	5	10/2/2021

LAND

LOT 197 IN DEPOSITED PLAN 7742
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7742

FIRST SCHEDULE

HELEN ANDREWS

(TZ AQ789972)

SECOND SCHEDULE (2 NOTIFICATIONS)

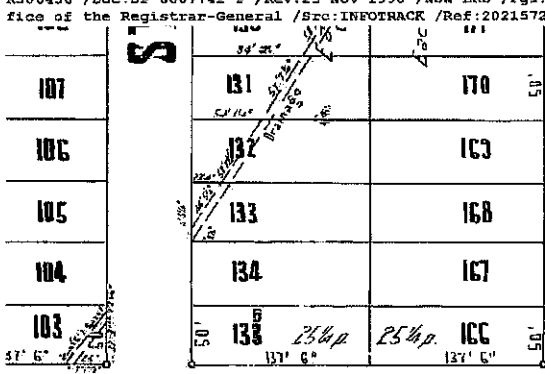
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 , C810246 COVENANT

NOTATIONS

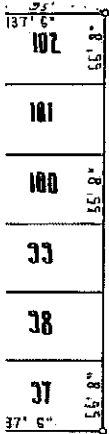
UNREGISTERED DEALINGS: NIL

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

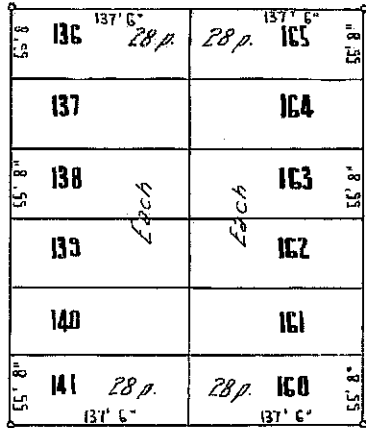




(Not Alig: 66 ft wide)

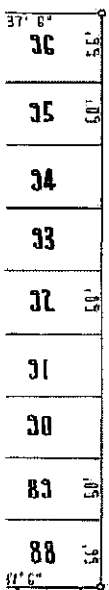


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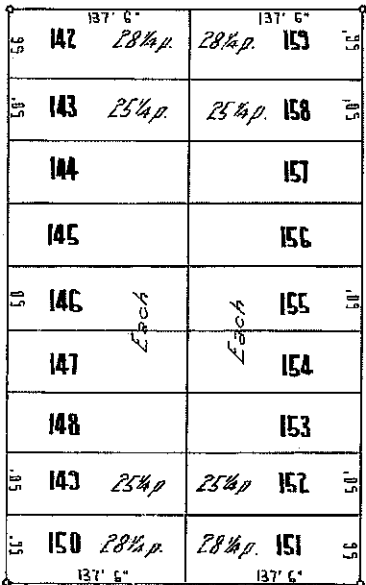


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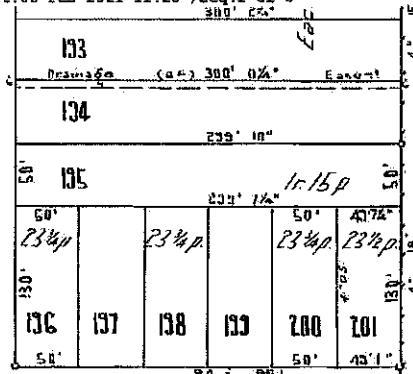


MURRAY

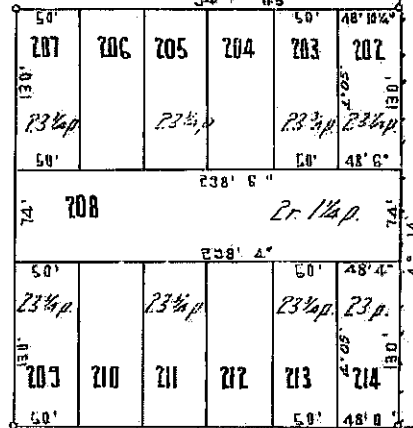


RICKARD

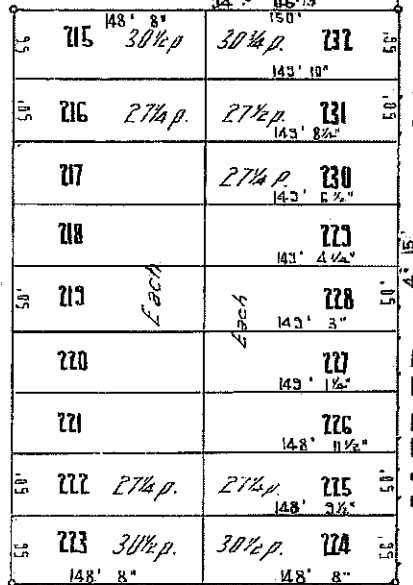
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STREET



STREET



ALFRED ST

STREET

VICTORIA PDE

DP 7742 (E)

I, Harold Frederick Busby, of Sydney, Licensed Surveyor, specially Licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown in this Plan are correct for the purposes of the said Act and that the survey of the land to which the plan relates has been made by me, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Subscribed and declared before me at Sydney this 11th day of February, A.D. 1912.

*[Signature]*

Date of Survey February 1912

*[Signature]* Licensed Surveyor

P.J.V.

**STRE**

41
46
45
44
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42

68
69
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71
72

**S**

131
132
133
134
135

**HEATH**

(Not Aligned: 66' A wide)

41
40
39
38
37
36

(Not Aligned: 66' A wide)

181
180
179
178
177
176
175
174
173

(Not Aligned: 66' A wide)

136
137
138
139
140
141

**CRUDGE**

(Not Aligned: 66' A wide)

35
34
33
32
31
30
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(Not Aligned: 66' A wide)

36
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**MURRAY**

142
143
144
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148
149
150

**BRETNALL**

**YEEND**

**WALPOLE**

WARWICK ST

MONITOR ST

WINDSOR ST

A:125987.13.8.14.

DP7742<sup>(E)</sup>

**PLAN**

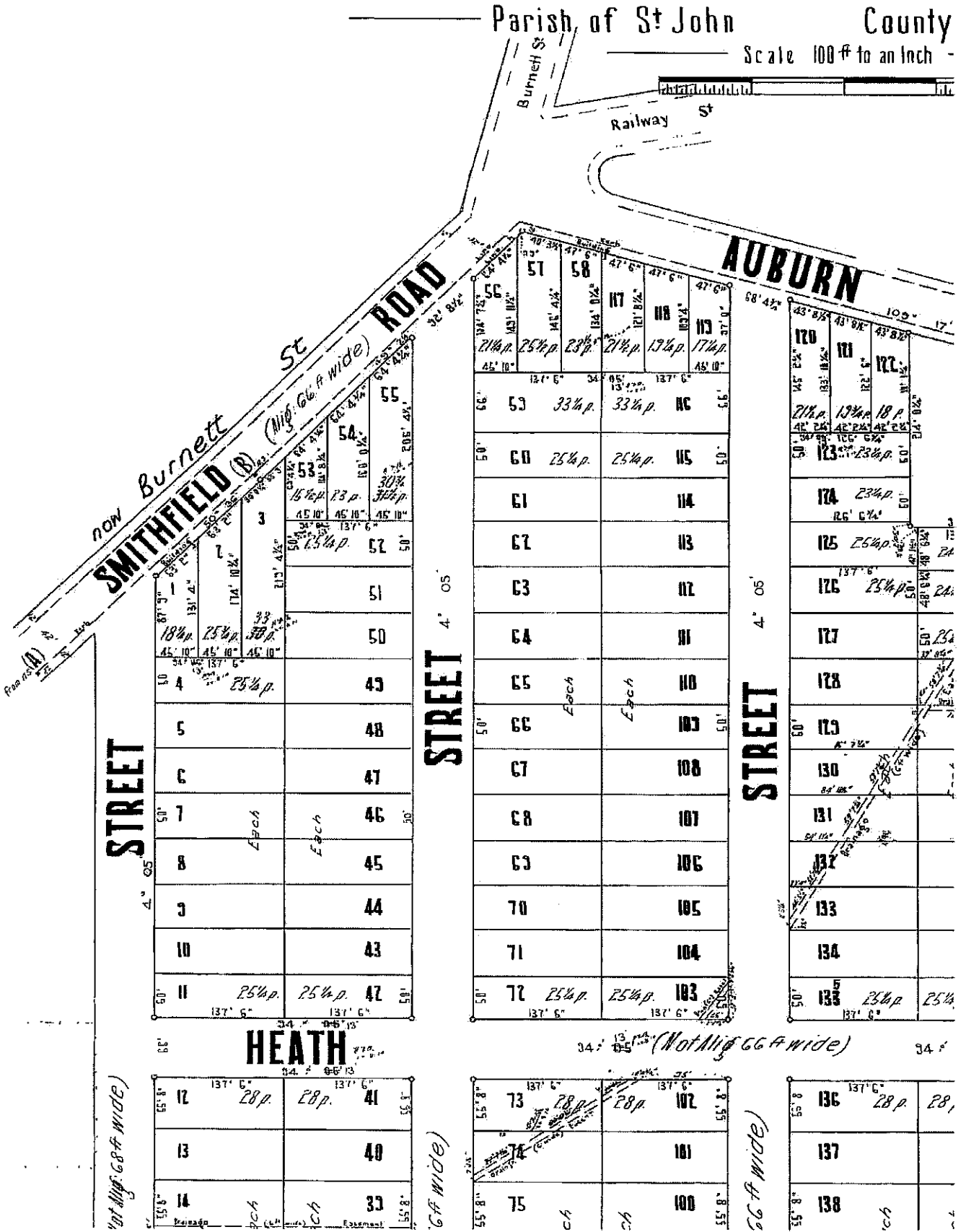
of the whole of the Land Comp:in Cert:of

**MERRYLAN**

Parish of St John

County

Scale 100 ft to an Inch



**STREET**

**STREET**

**STREET**

**HEATH**

Not Aligned 68 ft wide)

6 ft wide)

6 ft wide)

34: 13 (Not Aligned 66 ft wide)

DP 7292		CONTINUED	
FEET INCHES	METRES	FEET INCHES	METRES
137	3.48	137	3.48
138	3.51	138	3.51
139	3.54	139	3.54
140	3.57	140	3.57
141	3.60	141	3.60
142	3.63	142	3.63
143	3.66	143	3.66
144	3.69	144	3.69
145	3.72	145	3.72
146	3.75	146	3.75
147	3.78	147	3.78
148	3.81	148	3.81
149	3.84	149	3.84
150	3.87	150	3.87
151	3.90	151	3.90
152	3.93	152	3.93
153	3.96	153	3.96
154	3.99	154	3.99
155	4.02	155	4.02
156	4.05	156	4.05
157	4.08	157	4.08
158	4.11	158	4.11
159	4.14	159	4.14
160	4.17	160	4.17
161	4.20	161	4.20
162	4.23	162	4.23
163	4.26	163	4.26
164	4.29	164	4.29
165	4.32	165	4.32
166	4.35	166	4.35
167	4.38	167	4.38
168	4.41	168	4.41
169	4.44	169	4.44
170	4.47	170	4.47
171	4.50	171	4.50
172	4.53	172	4.53
173	4.56	173	4.56
174	4.59	174	4.59
175	4.62	175	4.62
176	4.65	176	4.65
177	4.68	177	4.68
178	4.71	178	4.71
179	4.74	179	4.74
180	4.77	180	4.77
181	4.80	181	4.80
182	4.83	182	4.83
183	4.86	183	4.86
184	4.89	184	4.89
185	4.92	185	4.92
186	4.95	186	4.95
187	4.98	187	4.98
188	5.01	188	5.01
189	5.04	189	5.04
190	5.07	190	5.07
191	5.10	191	5.10
192	5.13	192	5.13
193	5.16	193	5.16
194	5.19	194	5.19
195	5.22	195	5.22
196	5.25	196	5.25
197	5.28	197	5.28
198	5.31	198	5.31
199	5.34	199	5.34
200	5.37	200	5.37
201	5.40	201	5.40
202	5.43	202	5.43
203	5.46	203	5.46
204	5.49	204	5.49
205	5.52	205	5.52
206	5.55	206	5.55
207	5.58	207	5.58
208	5.61	208	5.61
209	5.64	209	5.64
210	5.67	210	5.67
211	5.70	211	5.70
212	5.73	212	5.73
213	5.76	213	5.76
214	5.79	214	5.79
215	5.82	215	5.82
216	5.85	216	5.85
217	5.88	217	5.88
218	5.91	218	5.91
219	5.94	219	5.94
220	5.97	220	5.97
221	6.00	221	6.00
222	6.03	222	6.03
223	6.06	223	6.06
224	6.09	224	6.09
225	6.12	225	6.12
226	6.15	226	6.15
227	6.18	227	6.18
228	6.21	228	6.21
229	6.24	229	6.24
230	6.27	230	6.27
231	6.30	231	6.30
232	6.33	232	6.33
233	6.36	233	6.36
234	6.39	234	6.39
235	6.42	235	6.42
236	6.45	236	6.45
237	6.48	237	6.48
238	6.51	238	6.51
239	6.54	239	6.54
240	6.57	240	6.57
241	6.60	241	6.60
242	6.63	242	6.63
243	6.66	243	6.66
244	6.69	244	6.69
245	6.72	245	6.72
246	6.75	246	6.75
247	6.78	247	6.78
248	6.81	248	6.81
249	6.84	249	6.84
250	6.87	250	6.87
251	6.90	251	6.90
252	6.93	252	6.93
253	6.96	253	6.96
254	6.99	254	6.99
255	7.02	255	7.02
256	7.05	256	7.05
257	7.08	257	7.08
258	7.11	258	7.11
259	7.14	259	7.14
260	7.17	260	7.17
261	7.20	261	7.20
262	7.23	262	7.23
263	7.26	263	7.26
264	7.29	264	7.29
265	7.32	265	7.32
266	7.35	266	7.35
267	7.38	267	7.38
268	7.41	268	7.41
269	7.44	269	7.44
270	7.47	270	7.47
271	7.50	271	7.50
272	7.53	272	7.53
273	7.56	273	7.56
274	7.59	274	7.59
275	7.62	275	7.62
276	7.65	276	7.65
277	7.68	277	7.68
278	7.71	278	7.71
279	7.74	279	7.74
280	7.77	280	7.77
281	7.80	281	7.80
282	7.83	282	7.83
283	7.86	283	7.86
284	7.89	284	7.89
285	7.92	285	7.92
286	7.95	286	7.95
287	7.98	287	7.98
288	8.01	288	8.01
289	8.04	289	8.04
290	8.07	290	8.07
291	8.10	291	8.10
292	8.13	292	8.13
293	8.16	293	8.16
294	8.19	294	8.19
295	8.22	295	8.22
296	8.25	296	8.25
297	8.28	297	8.28
298	8.31	298	8.31
299	8.34	299	8.34
300	8.37	300	8.37
301	8.40	301	8.40
302	8.43	302	8.43
303	8.46	303	8.46
304	8.49	304	8.49
305	8.52	305	8.52
306	8.55	306	8.55
307	8.58	307	8.58
308	8.61	308	8.61
309	8.64	309	8.64
310	8.67	310	8.67
311	8.70	311	8.70
312	8.73	312	8.73
313	8.76	313	8.76
314	8.79	314	8.79
315	8.82	315	8.82
316	8.85	316	8.85
317	8.88	317	8.88
318	8.91	318	8.91
319	8.94	319	8.94
320	8.97	320	8.97
321	9.00	321	9.00
322	9.03	322	9.03
323	9.06	323	9.06
324	9.09	324	9.09
325	9.12	325	9.12
326	9.15	326	9.15
327	9.18	327	9.18
328	9.21	328	9.21
329	9.24	329	9.24
330	9.27	330	9.27



MEMORANDUM OF TRANSFER  
 (REAL PROPERTY ACT, 1900.)  
 NEW SOUTH WALES

FEES — £ s. d.  
 Lodgment ... 12/6  
 Endorsement ...  
 Certificate ... 1/0/0

C810246

(Trusts must not be disclosed in the transfer.)

a If a limitation is written out in full, the words "as per the required alteration" may be added.

b If to two or more persons, whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.R.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred, if part only and "and being lot ... of the land shown in the plan annexed hereto" being the lot or lots of the land in question (or parts) registered Vol. ... Fol. ... Where the part of the local council requires a subdivision plan and plan approved in the L.G.A. Act, 1919, the accompanying documents.

Strike out the provisions of the Conveyancing Act, 1919, which are not applicable to this instrument or exception. Any provision in addition to or modification of the provisions of the Act may also be inserted.

A very short note will suffice.

I, *M. M. R. Keenan* (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of *Twenty Eight Pounds Eleven Shillings* (£28-15-6) (the receipt whereof is hereby acknowledged) paid to me by

*Ann Rachel Israel* (herein called transferee)

do hereby transfer to the said transferee ~~the land hereinafter described~~ ALL such ~~its~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<i>Cumberland</i>	<i>St. John</i>	<i>Part and being Lot 197 in separate plan, 1142</i>	<i>2496</i>	<i>156</i>

And the transferee covenants with the transferor ~~hereto~~ *hereto* for ~~himself, his Executors, Administrators and assigns, and so as to bind, not only himself, his Executors, Administrators and assigns, but also the third party of land, about described and the successive owners and assigns thereof, covenants with the said company and its assigns that the transferor, his Executors, Administrators, and Assigns shall not erect or permit to be erected on the said land any main building of less value than one hundred pounds, that in the erection of any main building the land shall be improved.~~

And for the purposes of section 88 of the Conveyancing Act 1919-1950 it is hereby further agreed and declared that (a) the land to which the benefit of the above covenant is intended to be affurement is the whole of the land comprised in separate plan No 1142, other than the land hereby transferred; (b) the land which is to be subject to the burden of the covenant is the land above described; (c) the above covenants, conditions and provisions may be varied or modified by or with the consent of the said transferee or his legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

*Nil.*

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary. If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Signed at THE COMMON SEAL OF M.S.W. REALTY CO. LIMITED (in Liquidation) was hereunto subscribed and attested by *Richard* the duly appointed liquidator thereof this twenty-seventh day of June 1939 in the presence of *Robt Stone*

Signed at the day of 31/6/39 *Richard* Liquidator

Signed

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME *M. M. R. Keenan* 15 June 1939

*Rachel Ann Israel* Transferee

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
 † N.B.—Section 117 requires that the above Certificate be signed by Transfere or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words referred should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

91 Gibbs St. Rockdale

CONSENT OF MORTGAGEE.

release and discharge the land comprised in the within mortgage under Mortgage No. [blank] and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 [blank] Mortgages.  
 Signed in my presence by [blank] who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. [blank] Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19 [blank]  
 the date above [blank]  
 of [blank]

OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and thirty [blank] and declared that he personally knew the person signing the same and whose signature thereto he has attested; and that the name purporting to be such is his own handwriting, and that he is of sound mind and freely and voluntarily signed the same.

Signature of the said [blank]  
 16 AUG 1939  
 BY [Signature]

MEMORANDUM OF TRANSFER of

Acres [blank] Rods [blank] Perches [blank]  
 Lot 197 R. P. 7742  
 South of Berrylands  
 Shire [blank]  
 Municipality [blank]  
 Parish [blank] County [blank]  
 (Subject to Government)  
 Rachel Ann Israel Transferor.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Proc., M'gor, etc.

Particulars entered in Register Book, Vol. 5069 Fol. 68

the 15th day of August 1939  
 at [blank] minutes 10 30 clock in the noon

[Signature]  
 Registrar-General

PROGRESS RECORD.

	Date	Done
Sent to Survey Branch...	2/8	2/8
Received from Records...	2/8	2/8
Draft written ...	2/8	2/8
Draft examined...	2/8	2/8
Diagram prepared ...	10/8	10/8
Diagram examined ...	11/8	11/8
Draft forwarded ...	11/8	11/8
Supt. of Engrossers ...	2/9	2/9
Cancellation Clerk ...		
VOL. 5069 FOL. 68		
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 2/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/6. Additional fees however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Sewer Service Diagram

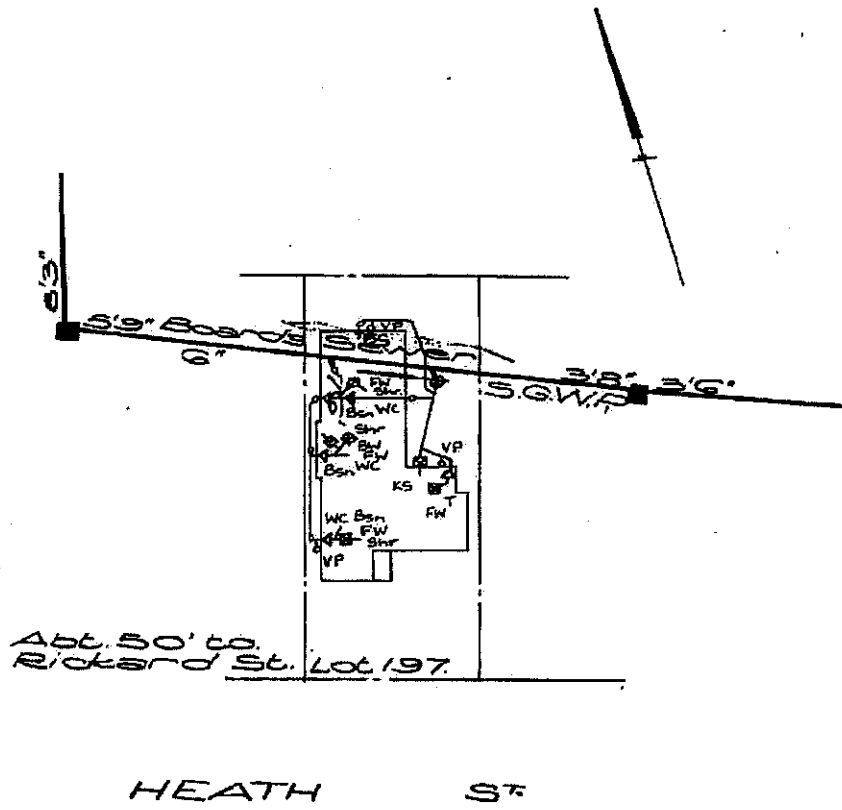
Application Number: 8000432418

**DIAGRAM OF SANITARY DRAINAGE**  
Municipality of *Halifax* SEWER AVAILABLE Diagram No. *514461*

- SYMBOLS AND ABBREVIATIONS**
- |                         |                          |                   |                          |
|-------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap         | RV Reflux Valve          | I.P. Induct Pipe  | Bsn. Basin               |
| ■ Pit                   | CE Cleaning Eye          | M.F. Man Flap     | Shr. Shower              |
| ■ GI Grease Interceptor | ○ VERT. Vertical Pipe    | T. Tube           | W.I.P. Wrought Iron Pipe |
| ■ Gully                 | ○ V.P. Vent Pipe         | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| ■ P.T. P. Trap          | ○ S.M.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste         |
| ■ RS Reflux Sink        | ○ D.C.C. Down Cast Cowl  | B.W. Bath Waste   | W.M. Washing Machine     |

Existing drainage shown by black lines Scale: 40 Feet to an Inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.  
Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.  
*The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram.*  
This work must be carried out in accordance with the Board's By-laws.

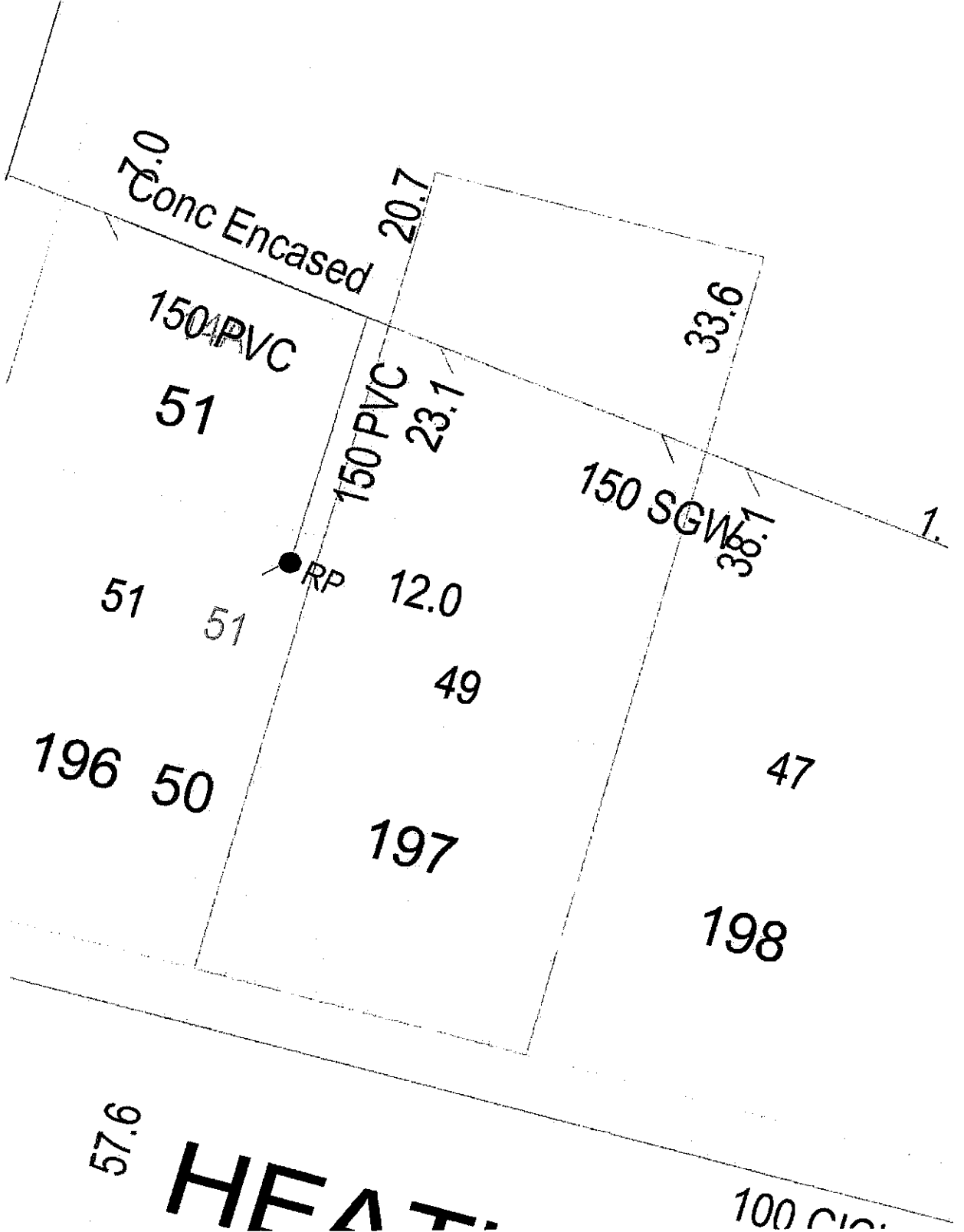


SHEET No. *4198*

19  
FOR ENGINEER-IN-CHIEF

		OFFICE USE ONLY		FIRST VISIT	SUPERV'N	PASSED	DATE
W.C	Designed by	DATE	Inspector	/	/	/	
Bth	Inspector	/ /	Date	Inspector			/ /
Shr			Outfall	HL	Checked		/ /
Bsn	Chief Inspector	/ /	Drainer	510 067			
K.S			Boundary Trap is not required.				LL
T	DESIGN						
Pig							
Dge.Int.							
Dge.Ext							

**Service Location Print**  
Application Number: 8000432419



Document generated at 11-02-2021 10:30:13 AM

**Disclaimer**

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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



CUMBERLAND  
CITY COUNCIL

**APPLICANT:** Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000

**PLANNING CERTIFICATE**

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

---

**Property:** 49 Heath Street MERRYLANDS NSW 2160  
**Title:** Lot 197 DP 7742  
**Land No:** 93839  
**Certificate No:** PC2021/0628  
**Certificate Date:** 11/02/2021  
**Applicant's Ref:** 20215727

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au  
ABN 22 798 563 329

Welcome *Belong* Succeed

---

## SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

---

### ITEM 1 - Names of relevant planning instruments and DCPs

**1. *The following environmental planning instruments apply to the carrying out of development on the land:***

Holroyd Local Environmental Plan 2013

State Environmental Planning Policy No. 19 – Bushland in Urban Areas  
State Environmental Planning Policy No. 30 – Intensive Agriculture  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 50 – Canal Estates  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 62 – Sustainable Aquaculture  
State Environmental Planning Policy No. 64 – Advertising and Signage  
State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development  
State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)  
State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy – Building Sustainability Index: BASIX 2004  
State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy – (Infrastructure) 2007  
State Environmental Planning Policy – (Temporary Structures) 2007  
State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008  
State Environmental Planning Policy – (Affordable Rental Housing) 2009  
State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy – (Primary Production and Rural Development) 2019  
State Environmental Planning Policy – (State and Regional Development) 2011  
State Environmental Planning Policy – (Concurrences) 2018  
State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)  
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

**2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

Cumberland Local Environmental Plan (PP\_2019\_CUMBE\_006\_00)

**3. *The following development control plans apply to the carrying out of development on the land:***

Holroyd Development Control Plan 2013

---

## ITEM 2 - Zoning and land use under relevant LEPs

### 1. (a) Zoning details in the instruments identified in ITEM 1(1) above

#### Holroyd Zone R2 Low Density Residential

##### 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.

To allow residents to carry out a range of activities from their homes while maintaining neighbourhood amenity

##### Permitted without consent

Home occupations

##### Permitted with consent

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

##### Prohibited

Any development not specified in item 2 or 3

##### Additional permitted uses

No additional uses apply

### (b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

### (c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

### (d) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

### (e) Is there a heritage item situated on the land?

There are no heritage items situated on the land

### 2. (a) Zoning details in the instruments identified in ITEM 1(2) above

#### 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.
- To allow residents to carry out a range of activities from their homes while maintaining neighbourhood amenity

## **2 Permitted without consent**

Home occupations

## **3 Permitted with consent**

Boarding houses; Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Hostel; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Senior housing; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

## **4 Prohibited**

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Places of public worship; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies; Any other development not specified in item 2 or 3

### ***Additional permitted uses***

No draft additional uses apply

**(b) *Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?***

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

**(c) *Does the land include or comprise critical habitat?***

The land does not include or comprise critical habitat under a draft environmental planning instrument

**(d) *Is the land within a draft heritage conservation area?***

The land is not within a draft heritage conservation area

**(e) Is there a draft heritage item situated on the land?**

There are no draft heritage items situated on the land

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

***Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?***

No

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**ITEM 3 – Complying Development Exclusions**

***Is the land, land on which complying development may be carried out under 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 Development Codes) 2008?***

***Housing Code***

Yes, under the Housing Code complying development may be carried out on the land.

***Low Rise Housing Diversity Code***

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

***Rural Housing Code***

Yes, under the Rural Housing Code complying development may be carried out on the land.

***Housing Alterations Code***

Yes, under the Housing Alterations Code complying development may be carried out on the land.

***General Development Code***

Yes, under the General Development Code complying development may be carried out on the land.

***Commercial and Industrial Alterations Code***

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

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

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

***Container Recycling Facilities Code***

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

***Subdivisions Code***

Yes, under the Subdivisions Code complying development may be carried out on the land.

**Demolition Code**

Yes, under the Demolition Code complying development may be carried out on the land.

**Fire Safety Code**

Yes, under the Fire Safety Code complying development may be carried out on the land.

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**ITEM 4 – (Repealed)**

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**ITEM 4A – (Repealed)**

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

*Has the owner (or any previous owner) of the land 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

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**ITEM 5 – Mine subsidence**

*Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?*

No

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**ITEM 6 – Road widening and road realignment**

*Is the land affected by any road widening or road realignment under:*

- (a) Division 2 of Part 3 of the Roads Act 1993; or*
- (b) Any environmental planning instrument; or*
- (c) Any resolution of the Council?*

No

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

*(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-*

- |              |                     |    |
|--------------|---------------------|----|
| <i>(i)</i>   | land slip           | No |
| <i>(ii)</i>  | bushfire            | No |
| <i>(iii)</i> | tidal inundation    | No |
| <i>(iv)</i>  | subsidence          | No |
| <i>(v)</i>   | acid sulphate soils | No |
| <i>(vi)</i>  | land contamination  | No |
| <i>(vii)</i> | Other Risk          | No |

**(b) Whether or not the land is affected by a policy 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:-**

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

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#### **ITEM 7A – Flood related development controls information**

**1. Whether or not development on the 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 the land or part of the land for any other purpose is subject to flood related development controls.**

No

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#### **ITEM 8 – Land reserved for acquisition**

**Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?**

No

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#### **ITEM 9 – Contributions plans**

**The name of each contributions plan applying to the land is:-**

Cumberland Local Infrastructure Contributions Plan 2020

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#### **ITEM 9A - Biodiversity certified land**

**Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?**

No

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**ITEM 10 – Biodiversity stewardship sites**

***Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?***

No

**ITEM 10A – Native vegetation clearing set asides**

***Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?***

No

**ITEM 11 – Bush fire prone land**

- |                                                             |     |
|-------------------------------------------------------------|-----|
| <b><i>(a) All of the land is bush fire prone land.</i></b>  | No  |
| <b><i>(b) Some of the land is bush fire prone land.</i></b> | No  |
| <b><i>(c) None of the land is bush fire prone land.</i></b> | Yes |

**ITEM 12 – Property vegetation plans**

***Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?***

No

**ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006**

***Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?***

No

**ITEM 14 – Directions under Part 3A**

***Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?***

No

**ITEM 15 – Site compatibility certificates and conditions for seniors housing**

- (a) Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?***

No

- (b) *Have 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 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?*

No

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**ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments**

*Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?*

No

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**ITEM 17 – Site compatibility certificates and conditions for affordable rental housing**

1. *Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?*

No

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

No

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**ITEM 18 – Paper subdivision information**

*Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?*

No

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**ITEM 19 – Site verification certificates**

*Has Council been made aware of a current site verification certificate that has been issued in respect of the land?*

No

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**ITEM 20 – Loose – fill asbestos insulation**

*Has Council been notified that 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

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**ITEM 21 – Affected building notices and building product rectification orders**

1. **Is any affected building notice in force in respect of the land?**  
No
2. **Is any building product rectification order in force in respect of the land that has not been fully complied with?**  
No
3. **Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?**  
No

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**ITEM 22 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

For land to which *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* applies, whether the land is –

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b) shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c) shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d) in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

The land is not affected.

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**NOTE 1 – Matters arising under the Contaminated Land Management Act 1997**

*Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-*

- (a) ***At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***  
No
- (b) ***At the date of this certificate, is the land to which this certificate relates subject to a management order?***  
No
- (c) ***At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***  
No

(d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No

(e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

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## **GENERAL INFORMATION**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

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Hamish McNulty  
**GENERAL MANAGER**