

**1/29 Boundary Street,  
Liverpool NSW 2170**

Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>MC GRATH ESTATE AGENTS LIVERPOOL</b> , 265B Macquarie Street, Liverpool, NSW, 2170 Tel: 9824.1100 Fax: 9824.1120 Ref:	
co-agent vendor	<b>MARIE MARGARET GREEN</b> 1/29 Boundary Road, Liverpool, NSW, 2170	
vendor's solicitor	<b>Johnsons Law Group</b> <b>Po Box 1204, Liverpool, BC, NSW, 1871 or DX 5046 Liverpool</b> Tel: 9600.7277 Fax: 9600.6411	
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	<b>1/29 Boundary Road LIVERPOOL NSW 2170</b> <b>Lot 1 in Strata Plan 62441</b> <b>Folio Identifier 1/SP62441</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

<b>A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.</b>			
inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:	<input type="checkbox"/> stove
			<input type="checkbox"/> pool equipment
			<input type="checkbox"/> TV antenna
exclusions			
purchaser			
purchaser's solicitor			
price	\$		
deposit	\$		(10% of the price, unless otherwise stated)
balance	\$		
contract date			(if not stated, the date this contract was made)

buyer's agent

_____	<b>vendor</b>	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	_____	<b>witness</b>
_____	<b>purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____	<b>witness</b>

**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):

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

Land tax is adjustable  NO  yes  
 GST: Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make a *GSTRW payment* (GST 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*: \$ NIL

**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): \$ NIL

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: \$ NIL

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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 <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract <b>Other</b> <input type="checkbox"/> 59
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

All Suburbs Strata Management  
 Shop 3/10-12 Railway Street, Liverpool, NSW, 2170  
 Tel: 9600.7000

**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>
---	--

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 s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

**6 Error or misdescription**

- 6.1 *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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 *depositor* 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by 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 or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 In the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until *after* the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 If the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the parties must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the parties otherwise agree;
- 30.4.4 a party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one party to another party in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that party at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the party required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with title data, the date for completion and, if applicable, mortgagee details; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

1/29 Boundary Road LIVERPOOL NSW 2170

## SPECIAL CONDITIONS

### Additional Special Conditions to the Contract for Sale

#### 32 Amendments to printed conditions

- (a) Clause 1 - *bank* - delete the words "*a building society or a credit union*".
- (b) Clause 3.1 is amended by adding the following words to the end of the sentence "or if the vendor agrees in writing that a deposit bond is acceptable".
- (c) Clauses 7.1.1 and 7.1.3 are deleted and the following new Clause 7.1.3 is substituted:  
  
"7.1.3 the purchaser does not serve notice waiving the claims by the completion date or the date occurring 14 days after service of the claim (whichever is earlier); and"
- (d) Clause 7.2.4 is amended by deleting the words "*and the costs of the purchaser*".
- (e) Clause 8.2.2 is deleted;
- (f) Clause 11.2 is deleted;
- (g) Clause 14.4.1 is replaced with the following:  
"*only if land tax is or was payable by the vendor (or a predecessor in title) for the year, but whether or not an affirmative choice in that regard has been indicated on page 2 of this Contract*";
- (h) Clause 14.4.2 is deleted;
- (i) Clause 14.8 is deleted;
- (j) In Clause 16.5, the words "plus another 20% of that fee" are deleted.
- (k) Clause 16.8 is deleted.
- (l) Clause 16.12 is amended by deleting the words starting with "*but the vendor must*" and ending with "*mortgage fee*".
- (m) Clause 19.2.3 is amended by deleting the words "*a party*" and replacing with "*the vendor*".
- (n) Clause 23.6.1 is deleted and replaced with the following:  
"*the vendor is liable for it only if it was determined on or before the contract date and payment falls due on or before the contract date but the purchaser is liable for it if it was determined on or before the contract date and payment of the levy or any instalment of the levy falls due after the contract date.*"
- (o) Clause 23.9 is deleted.
- (p) Clause 23.13 and 23.14 are amended by deleting "7" and replacing with "2".
- (q) Clause 25 is deleted.

**33. Condition of the property**

- (a) The property, together with all inclusions, are sold in their present condition and state of repair, subject to all faults and defects (if any), and subject to fair wear and tear between the date of this Contract and the date of Completion.
- (b) The purchaser acknowledges that it buys the property and the inclusions relying on the purchaser's own inspections and enquiries.
- (c) The purchaser acknowledges that it will not make any claim, objection or requisition in respect of anything contained in this special condition or in respect of any sewer, manhole or vent on the property, any rainwater downpipe being connected to the sewer or any latent or patent defect in the property.

**34. No warranty, representation or reliance**

The Purchaser acknowledges and agrees that:

- (a) This contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this contract or arise between the parties by way of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;
- (b) It has not been induced to enter into this contract by any warranty or representation verbal or otherwise, made by or on behalf of any other party which is not included in this contract;
- (c) Despite the terms of this clause, if any warranty or representation has been made by the vendor or its agent or representative, then the purchaser confirms by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract; and
- (d) The Purchaser acknowledges that it is purchasing the property as a result of its own enquiries and inspection and not as a result of any representation made by the Vendor or made by any person on the Vendor's behalf.

**35. Death / Bankruptcy / Winding up**

Without in any manner negotiating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, should the Purchaser (or any one or more of them) prior to completion:

- (a) Die or become mentally ill or be declared bankrupt then the Vendor may rescind this Agreement by notice in writing forwarded to the Purchaser's solicitors (or if no such solicitors are named then by notice forwarded to the Purchaser at his address as stated herein) and thereupon this Agreement shall be at an end and the provisions of printed condition 19 shall apply; or
- (b) Enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors or liquidator, receiver or official manager be appointed in respect

of the Purchaser, then the Purchaser shall be deemed to be in default hereunder.

**36. Discharge of mortgage and withdrawal of caveat**

On completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat (as the case may be) in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable on any such Discharge of Mortgage or Withdrawal of Caveat.

**37. Deposit**

- (a) In the event that the Vendor is purchasing another property, the Purchaser agrees to release to the Vendor the Deposit or so much of the Deposit as may be required for use by the Vendor as either a deposit and/or the payment of stamp duty or land tax in relation to such a purchase.
- (b) The Vendor warrants that upon release of the Deposit in accordance with the terms of this Special Condition such deposit will be paid only to the trust account of an Estate Agent or a Solicitor and/or to the Office of State Revenue and shall not be further released without the consent of the Purchaser.
- (c) In the event that the Vendor enters into a Village Contract as referenced in Part V of the *Retirement Villages Act 1999*, to fund the payment of:
  - (i) any deposit required by the Village;
  - (ii) any registration fee required by the LPI; and
  - (iii) any share of the Operator's legal costs as required to be paid by the Vendor.
- (d) In the event that the release of the deposit is not required pursuant to this Special Condition, the deposit should be paid to the *Depositholder* pending completion.

**38. Further Assurance**

The Vendor and the Purchaser must expeditiously do all things and execute all documents necessary to give full effect to this Contract.

**39. Claims for compensation**

Notwithstanding the provisions of Clause 7, the Vendor and the Purchaser expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the Contract.

**40. Real Estate Agent**

- (a) The Purchaser warrants to the Vendor that he was not introduced to the property by any Real Estate Agent other than the Agent referred to as the Vendor's Agent (if any) noted on the Contract.

- (b) In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission or expenses by any Agent (other than any Agent referred to as the Vendor's Agent in this Contract) arising out of the sale of the property.
- (c) This condition shall not merge on completion of this Contract.

**41. Purchaser delay**

- (a) If for any reason other than default on the part of the Vendor, the Purchaser does not complete this Contract on or before the Contract completion date, then on completion, the Purchaser must pay the Vendor (by way of bank cheque at completion) interest calculated at the rate of twelve per cent (12%). Interest will be calculated on the balance of the purchase price payable under this Contract in respect of the period commencing on the day after the completion date and ending on completion. It is agreed that this interest calculation represents a genuine pre-estimate of the Vendor's losses and damages if completion is delayed otherwise than by vendor default.
- (b) Despite paragraph (a) above, the purchaser need not pay interest under this Clause in respect of any period during which the Purchaser's failure to complete is caused by the inability of the Vendor to complete or, if the Vendor is able to complete but fails to do so, by the Vendor's failure to complete.
- (c) The Purchaser is in default and cannot require the Vendor to complete this contract unless the interest payable under this Contract is paid to the Vendor on completion.

**42. Notice to complete**

- (a) If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- (b) If it becomes necessary for the Vendor to issue a Notice to Complete, the Purchaser shall pay to the Vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the Purchaser's default/delay, this is a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

**43. Application for a building certificate**

Should the purchaser apply for a Building Certificate under Section 149D of the Environmental Planning and Assessment Act and the Council to which such Application is made refuses to issue a Building Certificate or defers determination of the Application until works are carried out in such circumstances that would entitle the Purchaser to rescind this contract for breach of statutory warranty then the Vendor shall be deemed to be entitled to rescind the Contract pursuant to Clause 8.1.

**44. Goods and Services Tax**

Notwithstanding any other provision of this Contract, should the vendor incur a liability to pay GST as a result of this transaction, then the purchaser will be liable to pay the GST amount to the vendor in addition to the purchase price. In this instance, the Vendor will supply the purchaser with a tax invoice. The parties expressly agree that this clause will not merge on Completion.

**45. 10% Deposit payable by instalments**

- (a) Despite any other provision of this Contract, if the vendor at the request of the purchaser agrees in writing that the deposit of 10% of the purchase price ("the Deposit") can be paid by way of instalments, then the Deposit shall be paid in the following manner:
  - (i) An amount equal to 5% of the purchase price upon unconditional exchange of Contract ("the Initial Deposit"); and
  - (ii) An amount equal to 5% of the purchase price ("Balance of the Deposit") upon completion of the Contract or upon any event entitling the vendor to terminate the Contract and/or keep or recover the deposit, whichever is the earlier event.
- (b) Time is of the essence in relation to the payment of the deposit, the Initial Deposit and the Balance of the Deposit.
- (c) If the purchaser fails to pay the Balance of the Deposit pursuant to (a)(ii) above then, in addition to any other remedies that may be available to the vendor, the vendor shall be entitled to sue the purchaser for the Balance of the Deposit as a liquidated debt.
- (d) This clause shall not merge on completion.

**46. Purchaser Warranty**

The purchaser acknowledges that the Vendor may enter into a Contract for the purchase of a property or other legal obligation in reliance on this Contract and will suffer damage if the Purchaser does not proceed to completion. The Purchaser warrants that it has, prior to entry into this Contract, obtained finance for the purchase on reasonable terms or has the funds available for settlement on the Completion date.

**47. Deposit Bond**

- (a) Notwithstanding any other condition of this Contract, the parties agree that page 2 of this Contract under the heading "choices" is marked "no" in relation to the vendor's agreement to accept payment of the deposit by way of a Deposit Bond.
- (b) If, at the written request of the purchaser, the vendor agrees in writing to accept payment of the deposit by way of a Deposit Bond, the bond must be in an amount equal to 10% of the purchase price and have an expiry date that is not earlier than 6 months after the Date for Completion. If at any time prior to Completion, the expiry date of the Deposit Bond is earlier than 6 months after the Date for Completion, then the purchaser will be deemed to be in default

hereunder. This is an essential term of this Contract.

- (c) If the Deposit is paid by way of a Deposit Bond in accordance with paragraph (b) above, the *Depositholder* shall be the Vendor's Solicitor. This is an essential term of this Contract.
- (d) If the Vendor serves 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 Guarantor under the Bond, the Purchaser shall pay the Deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the Deposit.

#### **48. Leases**

- (a) If the property is tenanted at the time of exchange and the lease has expired, the vendor may agree (in its absolute discretion) to mark the contract as subject to vacant possession and will serve the appropriate notice on the tenant, PROVIDED HOWEVER:
  - i. The purchaser must obtain confirmation in writing from the vendor's solicitor that vacant possession has been agreed to;
  - ii. The notice to the tenant will only be issued after this agreement is unconditional and a written request is received from the purchaser's solicitor to serve the notice;
  - iii. The purchaser agrees not to raise any requisition or make any objection, claim for compensation or rescind or terminate this agreement if, by the Completion date, the tenant has not vacated the property. In this event, the purchaser further agrees that it will not issue the vendor with a Notice to Complete and the parties hereby agree that the Completion date is extended to the date which is 2 business days after the date that the tenant has vacated the premises.
- (b) If the property is sold subject to an existing tenancy, the purchaser agrees that it will not be entitled to make any objection, request or claim for compensation and shall not be entitled to rescind, terminate or delay completion should the tenant exercise his rights pursuant to clause 100 of the *Residential Tenancies Act 2010*.

#### **49. Guarantee by Corporate Purchaser**

- (a) In the event that the purchaser is a Corporation, the purchaser acknowledges that the vendor has entered into this Contract at the request of the Directors of the Corporation, who agree to guarantee the performance by the Corporation of all its liabilities and obligations assumed by the Corporation under this Contract.
- (b) By signing this agreement, the Directors of the purchasing entity, in consideration of the Vendor agreeing to sell the subject property to the purchaser, agree to:
  - (i) Guarantee to the vendor the due and punctual performance by the purchaser of all the terms and conditions of the Contract and

- (iii) Indemnify and keep indemnified the vendor against any loss and damage however arising which the vendor may suffer in consequence of any failure of the purchaser to perform its obligations under the Contract.
- (c) The Directors of the purchaser acknowledge that prior to execution of this Guarantee and Indemnity they have read and understood the terms and conditions of the Contract in its entirety.
- (d) The guarantee given by the Directors of the purchaser under this condition shall in no way be determined, discharged, or impaired by reason of any of the following:
  - (i) Any variation or variations, with or without the consent or knowledge of the purchaser or any director of the purchaser and whenever made, of any of the provisions of this Contract; or
  - (ii) Any breach or breaches, willful or otherwise of any of the obligations of the purchaser contained or implied in this Contract, and whenever committed, with or without the consent or knowledge of the purchaser or of the vendor or of any of the directors of the purchaser; or
  - (iii) The winding up or dissolution of the purchaser or the death or the sequestration in bankruptcy of the estate of any directors of the purchaser;
  - (iv) The fact that this Contract is not duly executed by the vendor, the purchaser or the directors of the purchaser; or
  - (v) Any other fact, circumstance or thing whatsoever which but for this provision might determine, discharge or impair this guarantee given by the directors of the purchaser under this condition.

**50. Electronic settlement**

Should this Contract be completed as an "Electronic Transaction", the purchaser shall be required to serve on the vendor's solicitors the purchaser's "order on agent" at least 2 hours prior to completion of this Contract and the said order shall be held in escrow pending completion occurring.

**51. Vendor disclosure**

- (a) The vendor discloses and the purchaser acknowledges that no certificate of title has issued for the current edition of the folio 1/SP62441 and that control of the right to deal is held by Credit Union Australia Ltd
- (b) The purchaser warrants that its incoming mortgagee (if any) is satisfied in regard to the above and the purchaser shall not make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this clause.

## CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction-Conditions of Sale' on page 3 of the printed contract.

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 action 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 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 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 or auctioneer.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP62441

SEARCH DATE	TIME	EDITION NO	DATE
3/12/2019	11:00 AM	6	15/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY CREDIT UNION AUSTRALIA LTD.

LAND

LOT 1 IN STRATA PLAN 62441  
AT LIVERPOOL  
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

MARIE MARGARET GREEN

(T AE746965)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP62441
- 2 AK385595 MORTGAGE TO CREDIT UNION AUSTRALIA LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

tspjolg

PRINTED ON 3/12/2019

Obtained from NSW LRS on 03 December 2019 10:00 AM AEST

© Office of the Registrar-General 2019

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 98B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 098 032 596, www.globalx.com.au an approved NSW Information Broker.



LAND  
REGISTRY  
SERVICES



GLOBALX

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP62441

SEARCH DATE	TIME	EDITION NO	DATE
3/12/2019	11:00 AM	1	21/3/2000

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 62441  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP62441

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 62441  
ADDRESS FOR SERVICE OF DOCUMENTS:  
NO. 29 BOUNDARY RD,  
LIVERPOOL 2170

SECOND SCHEDULE (2 NOTIFICATIONS)

- \* 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 6)

STRATA PLAN 62441							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1				

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

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

tspjolg

PRINTED ON 3/12/2019

**BY LAW**  
**STRATA SCHEMES MANAGEMENT ACT (1996)**  
**RESIDENTIAL SCHEMES**

**1 NOISE**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another a lot or any person lawfully using common property.

**2 VEHICLES**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

**3 OBSTRUCTION OF COMMON PROPERTY**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

**4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

An owner or occupier of a lot must, except with the written approval of the Owners Corporation:

- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- b) use for his or her own purposes as a garden any portion of the common property.

**5 DAMAGE TO COMMON PROPERTY**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screw or the like, into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners' Corporation.

(2) An approval given by the Owners Corporation under subclause (1) cannot authorize any additions to the common property.

(3) This by-law does not prevent an owner or person authorized by an owner from installing:

- a) any locking safety device for the protection of the owner's lot against intruders or to improve safety within the owner's lot; or
- b) any screen or other device to prevent entry of animals or insects on the lot; or
- c) any structure or device to prevent harm to children, or
- d) any device used to affix decorative items to the internal surfaces of the walls in the owner's lot.

4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper

manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5) Despite section 62, the owner of a lot must:

a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device or structure referred to in sub clause (3) that forms part of the common property and that services the lot.

**6 BEHAVIOUR OF OWNERS AND OCCUPIERS**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common property.

**7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control of to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**8 BEHAVIOUR OF INVITEES**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material except with the written approval of the Owners Corporation.

**10 DRYING OF LAUNDRY ITEMS**

An owner or an occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel, in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

**11 CLEANING WINDOWS AND DOORS**

1) An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless:

a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or

b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

2) If any glass is not required to be kept clean by the owner or occupier of a lot because of sub clause (1), the Owners Corporation must keep that glass clean.

**12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

1) An owner or occupier of a lot must not, except with written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid, or gas or other inflammable material.

2) This by-law does not apply to chemicals, liquids, gasses or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**BY LAWS**  
**STRATA SCHEMES MANAGEMENT ACT (1996) RESIDENTIAL SCHEMES**

**13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on common property (whether in the building or not) in a specified manner.

3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

**14 FLOOR COVERINGS**

1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

2) This by-law does not apply to floor space comprising a kitchen, laundry or lavatory or bathroom.

**15 GARBAGE DISPOSAL**

**Note:** Select option A or B. If no option is selected, option A will apply.

**OPTION A**

An owner or an occupier of a lot in a strata scheme that does not have shared receptacles for garbage and recyclable materials or waste:

a) must maintain such receptacles within the lot, or on such part of the common property as may be authorized by the Owners Corporation, in clean and dry condition and adequately covered, and

b) must ensure that before refuse and recyclable materials or waste are placed in the receptacles it is in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable materials or waste separated and prepared in accordance with the applicable recycling guidelines, and

c) for the purpose of having the garbage and recyclable materials or waste

collected, must place the receptacles within an area designed for that purpose by the Owners' Corporation and at a time which garbage and recyclable materials or waste is normally collected, and

d) when the garbage and recyclable materials or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that lot owner or occupier, and

f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as necessary to clean the area within which that thing was spilled.

**OPTION B**

An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage and recyclable materials or waste:

a) must ensure that before refuse and recyclable materials or waste are placed in the receptacles it is in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable materials or waste separated and prepared in accordance with the applicable recycling guidelines, and

b) must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles and must take action as may be necessary to clean the area within which that thing was spilled.

**16 KEEPING OF ANIMALS**

**Note:** Selected option A or B. If no option is selected, option A will apply.

**OPTION A:**

1) Subject to section 49(4), an owner or an occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except fish kept in a secure

aquarium on the lot) on the lot or the common property.

2) The Owners' Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

**OPTION B:**

1) subject to section 49(4), an owner or occupier of a lot must not, without the written approval of the Owners' Corporation, keep any animal (except a small cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

2) The Owners' Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

3) If an owner or occupier of the lot keeps a small cat, small dog, or a small caged bird on the lot then the owner or occupier must:

a) notify the Owners' Corporation that the animal is being kept on the lot, and

b) keep the animal within the lot, and

c) carry the animal when it is on common property, and

d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

**17 APPEARANCE OF THE LOT**

1) The owner or occupier of a lot must not, without the written approval of the Owners' Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the building, is not keeping with the rest of the building.

2) This by-law does not apply to the hanging of washing, towel, bedding, clothing or other articles referred to in by-law 10.

**18 NOTICE - BOARD**

An Owners' Corporation must cause a notice-board to be affixed to some part of the common property.

**19 CHANGE IN USE OF A LOT TO BE NOTIFIED**

An occupier of a lot must notify the Owners' Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purpose rather than residential purposes).

FORM 1

WARNING: DEASING OR FOLDING WILL LEAD TO REJECTION

**COUNCIL'S CERTIFICATE**

**LIVERPOOL CITY COUNCIL**  
 The Council is satisfied that the proposed subdivision complies with the provisions of the Local Government Act 1993 and the provisions of the Resource Management Act 1991 and the provisions of the Resource Management Act 1991 and the provisions of the Resource Management Act 1991.

The Council is satisfied that the proposed subdivision complies with the provisions of the Local Government Act 1993 and the provisions of the Resource Management Act 1991 and the provisions of the Resource Management Act 1991.

Date: 21-8-1999  
 Subdivision No: 299

*[Signature]*

**SUBJECTORS CERTIFICATE**

**JOHN ROBERT HOOKS**  
 of **5714 FRESH AIR AVENUE BARKSTOWN 2202**  
 (1) land application registered at **SP62441**  
 (2) the proposed subdivision complies with the provisions of the Resource Management Act 1991 and the provisions of the Resource Management Act 1991.

The proposed subdivision complies with the provisions of the Resource Management Act 1991 and the provisions of the Resource Management Act 1991.

Date: 10.12.99  
*[Signature]*

LOT 1 IN DP 1011706  
 EFTS-9-8920044-2-USE-27-29242222

PLAN OF SUBDIVISION  
 LG Area: LIVERPOOL  
 Parish: ST. LUKE  
 County: CUMBERLAND

Reduction Ratio 1  
 Lengths are in metres

THE OWNERS OF STRATA PLAN NO. 62441  
 No.29 BOUNDARY ROAD  
 LIVERPOOL 2170

SP62441

Registered 21.3.2000

C. SEE CERTIFICATE  
 PURPOSE: STRATA PLAN

Ref. Reg. 09137-13  
 Lot Plan DP1011706

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

*[Handwritten notes]*  
 \$ 0.00000

Signed at Liverpool the 21st day of August 1999  
 For Consentor  
 Bank of Australia ACN 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4045 No. 618  
 Witness *[Signature]*

*[Signature]*

RESIDENTIAL Model By-laws adopted for this scheme  
 Keeping of Animals: Option A/B/C  
 Schedule of By-laws in ..... sheets bound with plan  
 No By-laws apply.  
 \*Check address transcription

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150  
 Scale of mm. SUBDIVISION REFERENCE B 3901 S

SEE SHEET 2 FOR LOCATION PLAN

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

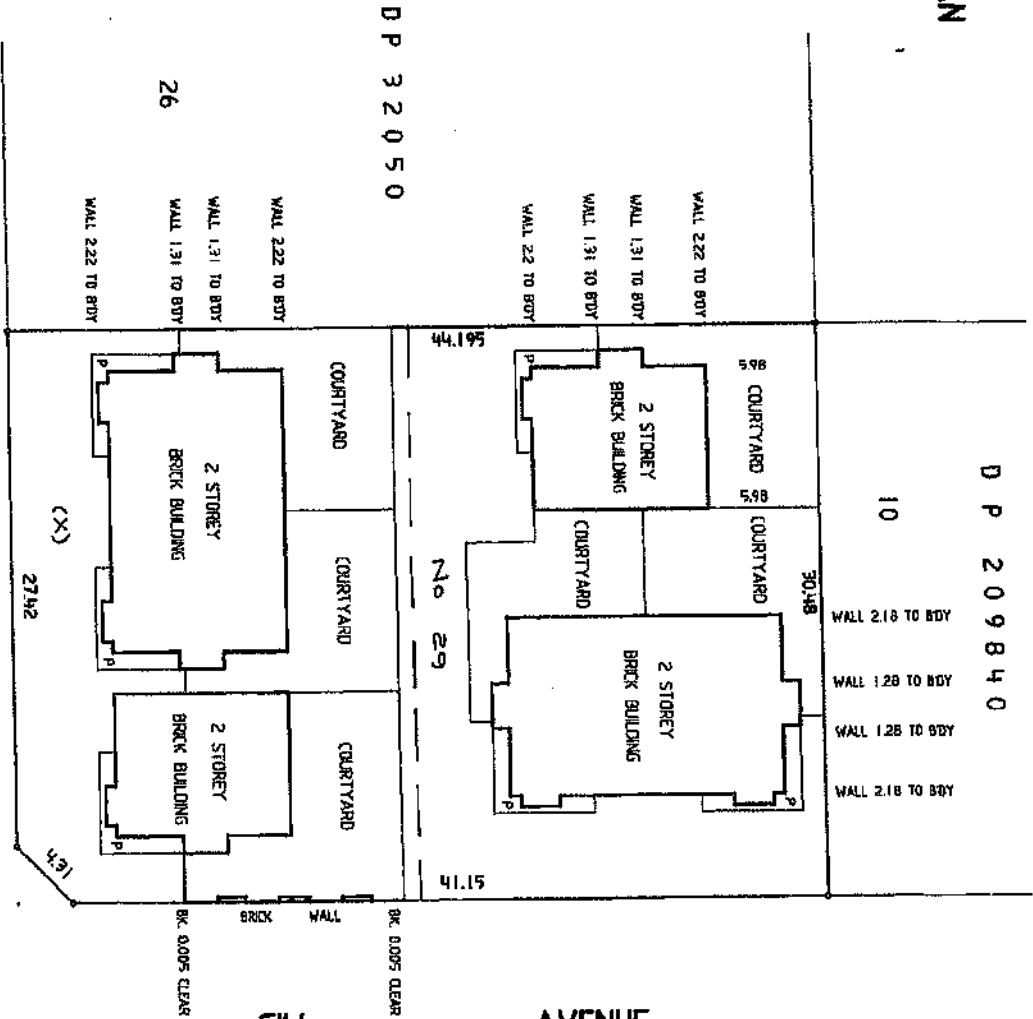
Sheet No. 2 of 3 Sheets.

LOCATION PLAN

D P 2 0 9 8 4 0

SP62441

WALL 2.18 TO BDY  
 WALL 1.28 TO BDY  
 WALL 1.28 TO BDY  
 WALL 2.18 TO BDY



(X) RESERVATIONS & CONDITIONS  
 IN THE CROWN GRANT.

NOTE P DENOTES PATIO

BOUNDARY ROAD

Reduction Ratio: 1 : 250

Lengths are in metres

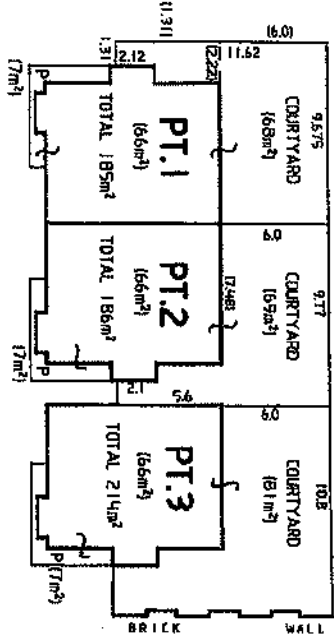
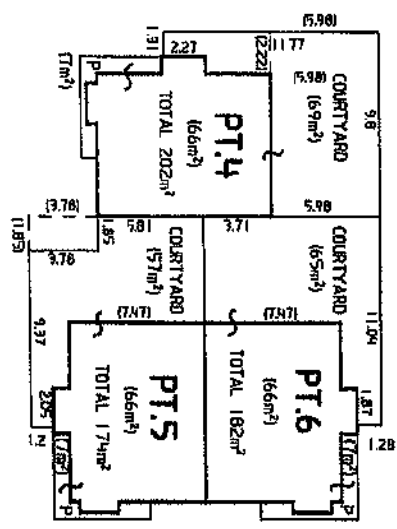
*John K. Williams*  
 Registered Surveyor  
 SURVEYORS REFERENCE: B33015

*G. R. Murray*  
 Registered Surveyor / Authorised Person

OFFICE USE ONLY

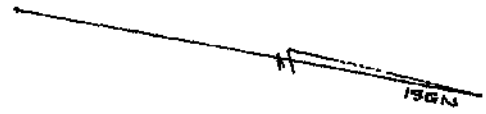
WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

**GROUND FLOOR**



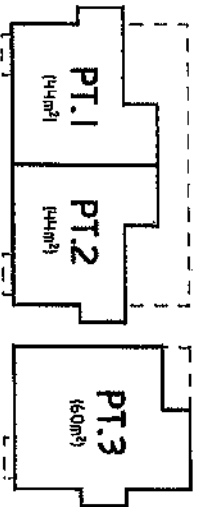
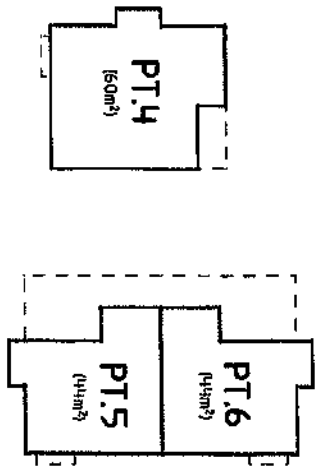
**NOTES**

COURTYARDS ARE LIMITED IN HEIGHT TO 1.5 METRES BELOW AND 5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MAIN GROUND FLOOR LEVEL, WHERE NOT COVERED. P. DENOTES PATIO. PATIOS SHOWN HEREON ARE COVERED.



SCHEDULE OF UNIT ENTITLEMENT	
UNIT NO.	UNIT ENTITLEMENT
1	-
2	-
3	-
4	-
5	-
6	-
<b>TOTAL</b>	<b>6</b>

**FIRST FLOOR**



SP62441

OFFICE USE ONLY

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor  
 John K. Williams  
 SURVEYOR'S REFERENCE: E3330113

Authorized Person  
 [Signature]

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** KRISTIE:85212  
**Ppty:** 62619

**Cert. No.:** 2766

**Applicant:**  
JOHNSONS SOLICITORS  
PO BOX 1204  
LIVERPOOL BC NSW 1871

**Receipt No.:** 4451146  
**Receipt Amt.:** 53.00  
**Date:** 03-Dec-2019

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** LOT 1 SP 62441

**Street Address:** 1/ 29 BOUNDARY ROAD, LIVERPOOL NSW 2170

*Note: Items marked with an asterisk (\*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

**Note: Commonly Used Abbreviations:**

**LEP:** Local Environmental Plan  
**DCP:** Development Control Plan  
**SEPP:** State Environmental Planning Policy  
**EPI:** Environmental Planning Instrument



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170  
All correspondence to Locked Bag 7064 Liverpool BC NSW 1871  
Call Centre 1300 36 2170 Email [lcc@liverpool.nsw.gov.au](mailto:lcc@liverpool.nsw.gov.au)  
Web [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) NRS 13 36 77 ABN 84 181 182 471

**1. Names of relevant planning instruments and DCPs**

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs\*:

SEPP No. 33 – Hazardous and Offensive Development  
SEPP No. 50 – Canal Estate Development  
SEPP No. 55 – Remediation of Land  
SEPP No. 62 – Sustainable Aquaculture  
SEPP No. 65 – Design Quality of Residential Flat Development  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP No. 70 – Affordable Housing (Revised Schemes)  
SEPP (Infrastructure) 2007  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (State and Regional Development) 2011  
SEPP (Education Establishments and Child Care Facilities) 2017  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP No 19 – Bushland in Urban Areas  
SEPP No 21 – Caravan Parks  
SEPP No 30 – Intensive Agriculture  
SEPP No 44 – Koala Habitat Protection  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP No 64 – Advertising and Signage  
SEPP (Affordable Rental Housing) 2009  
SEPP (Housing for Seniors or People with a Disability) 2004

Deemed SEPPs\*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs\*:

Draft SEPP (Competition) 2010

(c) The name of each DCP that applies to the carrying out of development on the land.



**Liverpool DCP 2008**

**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

**R2 Low Density Residential - Liverpool LEP 2008**

- (b) The purposes for which development may be carried out within the zone without the need for development consent

**Home-based child care; Home occupations**

- (c) The purposes for which development may not be carried out within the zone except with development consent

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings**

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

**Any development not specified in item (b) or (c)**

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

**No**

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



No

(g) Is the land in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	



Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Nil**

**4. Coastal protection\***

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

**No**

**4A. Certain information relating to beaches and coasts\***

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

**No**

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

**Not applicable**

**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, that the land is 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**

**5. Mine subsidence\***

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

**No**



**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?\*

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No



Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

### **7A. Flood related development controls information**

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

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

### **8. Land reserved for acquisition**

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

### **9. Contribution Plans**

**Liverpool Contributions Plan 2018 – Established Area**

### **9A. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

### **10. Biobanking agreements\***



Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

**10A. Native vegetation clearing set asides**

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

**11. Bushfire prone land**

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

**12. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

**13. Orders under Trees (Disputes between Neighbours) Act 2006\***

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

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

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

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

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order

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



(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

**18. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

**19. Site verification certificates\***

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

**20. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

**21. Affected building notices and building product rectification orders\***

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

## 22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

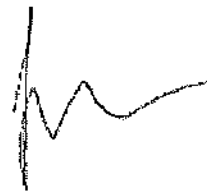
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? \*

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council

For further information, please contact  
CALL CENTRE -- 1300 36 2170





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

### SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF LIVERPOOL

Copy of Diagram No. 521933

INDICATES - DRAINAGE FITTINGS	
■	Manhole
□ Chr.	Chamber
● L.H.	Lamphole
⊠	Boundary Trap
⊙	Inspection Shaft
⊗	Pit
⊞	Grease Interceptor
⊟	Gully
⊠	P. Trap
⊡	Reflux Valve
⊣	Cleaning Eye
⊤	Vertical Pipe
⊥	Induct Pipe
⊦	Micro Flap
⊧	Junction
⊨	Rodding Point

**SYMBOLS AND ABBREVIATIONS**

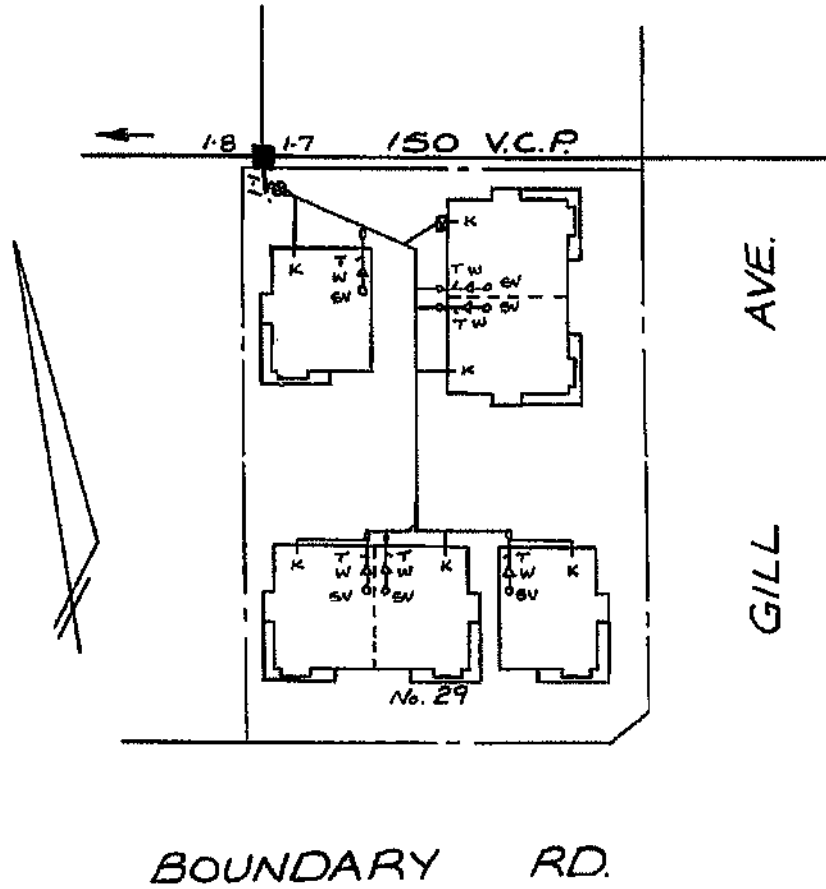


INDICATES - PLUMBING FIXTURES & DR FITTINGS			
CD	Clear Out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tube	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
O SV	Soil Vent Pipe	O WS	Waste Stack

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unutilized work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



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

W.s _____ U.s _____ Sewer Ref. _____ Sheet No. <b>2481</b>	DRAINAGE Inspected by Inspector _____	Date of Issue _____	PLUMBING Inspected <span style="float: right;">YES NO</span>	
	Cert. Of Compliance No. _____	Outfall _____	Inspector _____	
	Field Diagram Examined by _____	Drainer _____	Cert. Of Compliance No. _____	
	Tracing Checked by _____	Plumber _____ Boundary Trap is not required	For Regional Manager _____	

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