

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>STONE REAL ESTATE</b> 177 Enmore Road ENMORE NSW 2042	<b>PH: 9557 9040</b> 0417 224 341 Ref: Giorgio Koula
co-agent vendor	<b>NICOLAS GEORGALIS and FLORINA GEORGALIS</b>	
vendor's solicitor	<b>ALLARS MOTTEE HANNAFORD</b> 92 Great North Road FIVE DOCK NSW 2046	<b>PH: 9712 1300</b> Ref: John Hannaford E: <a href="mailto:john@amhsolicitors.com.au">john@amhsolicitors.com.au</a>
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	<b>2 Heath Street, FIVE DOCK NSW 2046</b> <b>Lot A Deposited Plan 15900</b> <b>Folio Identifier A/15900</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Auto pool cleaner, air conditioning, alarm system, Microwave, Coffee machine, Outdoor bar fridge, BBQ unit, living room fridge, wine bar fridge, living room TV
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser     JOINT TENANTS     tenants in common     in unequal shares

witness

## Choices

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30): PEXA

**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**: \$

**If more than one supplier, provide the above details for each supplier.**

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid:  AT COMPLETION  at another time (specify):

Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" 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 checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" 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
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 59
<p><b>Swimming Pools Act 1992</b></p> <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**

## C E R T I F I C A T E

I,  
of

Solicitor certify as follows:-

- (a) I am a Solicitor currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a Contract for the sale of property at **2 Heath Street, Five Dock** from **Nicolas Georgalis & Florina Georgalis** to  
in order that there is no cooling off  
period in relation to that Contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser
- (i) the effect of the Contract for the purchase of that property;
  - (ii) the nature of this Certificate;
  - (iii) the effect of giving this Certificate to the Vendor, ie. that there is no cooling off period in relation to that Contract.

DATED:

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Purchaser's Solicitor

**SPECIAL CONDITIONS FOR ANNEXURE TO THE CONTRACT FOR SALE  
BETWEEN NICOLAS GEORGALIS and FLORINA GEORGALIS AS VENDOR  
AND AS PURCHASER  
DATED 2020**

1. Subject to the warranty provided for in Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 the Purchaser acknowledges that the property is being purchased in its present condition and state of repair and with any defects as regards construction or repair of any improvements thereof and subject to any infestation and dilapidation and as a result of the Purchaser's own inspection and the Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or of any improvements thereon other than as expressly set out in this Agreement.
2. In the event that either party prior to completion shall die or become mentally ill, or being a Company, shall resolve to go into liquidation enter into any scheme or arrangement with its creditors, be the subject of a petition for its winding up or the appointment of a receiver liquidator or official manager, the other party may by notice in writing rescind this Agreement and the provisions of Clause 19 hereof shall apply.
3. Completion shall take place on or by the Completion Date noted on the front page of this Contract and in the event of completion not taking place within that time it is expressly agreed that either party shall be entitled to issue a Notice to Complete requiring settlement within two (2) weeks of the date of the Notice and it is acknowledged by the parties that such Notice shall be sufficient to make time of the essence of this Agreement.
4. (a) In the event that completion of this Contract does not take place on or before the completion date as a result of any default by the Purchaser of those obligations of the Purchaser hereunder which are within the Purchaser's reasonable control then the Purchaser shall pay to the Vendor interest at the annual percentage rate of eight per centum (8%) on the balance of the price calculated from the completion date until the date completion actually takes place (both dates included) but without prejudice to all and any other rights of the Vendor pursuant to this Contract. The Purchaser hereby acknowledges that interest at the said rate on the moneys owing hereunder represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date.  
  
(b) If the Purchaser fails to complete this Contract on or before the completion date otherwise than through the default of the Vendor then in addition to the payment of interest pursuant to special condition 4(a) hereof the Purchaser shall also pay to the Vendor the sum of \$440.00 to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

5. Notwithstanding anything elsewhere herein contained or implied the parties agree that in the event that the Vendors wish to purchase another property they may utilise the whole or such part of the deposit held by the Vendors' Agent and/or the Vendors' Solicitors herein named as shall be required by the Vendors as a deposit upon the purchase of such property and for payment of stamp duty in respect of the Agreement for Sale of Land in relation to such property. In the event that the Vendors wish to utilise the deposit herein as aforesaid, the Vendors' Solicitors shall notify the Vendors' Agent and the Purchasers' Solicitors accordingly and the Vendors' Agent and/or the Vendors' Solicitors are hereby authorised and directed to release the whole or any part of the deposit herein to the Vendors for the purpose as aforesaid immediately upon receipt of the written request therefore from the Vendors' Solicitors without the necessity for the said Agent requiring any confirmation thereof from the Purchasers or their Solicitors.
6. The following amendment applies to this Contract:-
  - 6.1 Clause 16.8 is deleted.
  - 6.2 Clause 7.1.1 is deleted.
7. The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser is entitled to raise pursuant with Clause 5 should be in the form for requisitions on title issued by the Law Society of New South Wales, a copy of which is annexed hereto.
8. The parties agree that the deposit payable is 10% of the purchase price. The parties further agree that the vendor may at the purchasers request accept a payment of that deposit by instalments. The first instalment shall be one half (1/2) of the deposit upon exchange of the contract. The second instalment shall be paid on completion of the Contract or in the event of the contract not completing due to the default of the purchaser on the occasion of the date of default being termination of the contract by the vendor due to the purchasers failure to comply with the parties agreement as stipulated in this contract and in this clause. The purchaser expressly acknowledges and declares that in the event the vendor validly claims the second instalment of the deposit, which the parties have agreed can be deferred on payment to a later date that the payment of that second instalment will not, shall not and does not constitute a penalty on the purchaser, but is in fact payment of the full deposit as agreed by the parties in accordance with terms and conditions of the agreement between the purchaser and the vendor.
9. Vendor's Agent

The Purchaser warrants that it was not introduced to the property or to the vendor by a real estate agent (other than the agent (if any) described in the Meaning of Terms "Vendor's Agent") in circumstances which could give rise for commission or remuneration in respect of the sale.

The Purchaser indemnifies the Vendor from and against any claim or demand made by any other agent as to commission or remuneration in respect of the sale arising out of a breach by the Purchaser of the warranty in this clause (including all legal costs both on a party and party and solicitor and client basis incurred by the Vendor in connection with such claim or demand).

This clause shall not merge on completion.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What is the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 & 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free of all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) What is the taxable value of the property for land tax purposes for the current year?

### Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with Local Government/Planning Legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) Please state the builder's name and licence number;
    - (iv) Please provide details of insurance under the *Home Building Act 1989*.

15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) Are there any outstanding notices or orders?
17.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*, or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

18. Is the vendor aware of any rights, licenses, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) Any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) Any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) Any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) Any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) Any realignment or proposed realignment of any road adjoining the property?
  - (f) Any contamination?
21.
  - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions & Transfer**

24. The transfer to be handed over on settlement must be either endorsed with vendor duty or marked exempt from vendor duty.
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>a6142553</b>
<b>Property Address:</b>	<b>2 HEATH STREET FIVE DOCK</b>
<b>Date of Registration:</b>	<b>24 January 2020</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>in ground</b>

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

**Please remember:**

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

**This is NOT a Certificate of Compliance**



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

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

<b>Pool No:</b>	<b>a6142553</b>
<b>Property Address:</b>	<b>2 HEATH STREET FIVE DOCK</b>
<b>Expiry Date:</b>	<b>27 January 2023</b>
<b>Issuing Authority:</b>	<b>MARTIN BRAENDE FIELDER - Accredited Certifier - bpb2754</b>
<b>Assessed against AS1926.1 version:</b>	<b>2007</b>

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

**Applicant Details**

Family/Company Name	Meteora Contractors P/L
Given Names/ABN	57 000 789 819
Address	PO Box 905, Five Dock NSW 2046

**Site Details**

Lot No	
Deposited Plan(s) No	
Street No & Street	2 Heath Street
Suburb	Five Dock

**Certification Details**

Determination	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Refused <input type="checkbox"/> Pending (other)
Determination Date	15 October 2010
Certificate Type	<input checked="" type="checkbox"/> Final <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Whole <input type="checkbox"/> Part
Occupation Certificate No	OC09545
Building Code of Australia classifications	1a, 10a & 10b
DA Consent No. and Date	684/2008 – 7 April 2009
CC No. and Endorsement Date	PC09545 – 8 May 2009
Building Details	Demolition of existing dwelling and construction of a new two storey dwelling with basement garage and swimming pool

**Principal Certifying Authority**

Name	Mr. Ting Jian Qiu
	ACE Building Approvals ABN 11 107 212 144
Registration No	BPB0333
Accreditation Body	Building Professionals Board

**PCA's Certification Statement**

I, Ting Jian Qiu, certify with respect to the building the subject of the Occupation Certificate Application made by the above named Applicant that:

- To the extent this certificate relates to an interim occupation certificate, the health and safety of the occupants of the building have been taken into consideration;
- A current development consent or complying development certificate is in force for the building;
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

PCA's Signature: .....  ..... Date: 15 October 2010

**Occupation Certificate Attachments**

- ✓ Signed ACE Building Approvals Occupation Certificate Application Form
- ✓ Inspection Certificates
- ✓ Surveyor's Report
- ✓ Smoke Detector Certification
- ✓ Termite Treatment Certificate
- ✓ Wet Area Waterproof Installation Certificate
- ✓ Certificate for BASIX Commitments
- ✓ Certificates for Glazing

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: A/15900

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
21/1/2020	4:32 PM	7	4/5/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT A IN DEPOSITED PLAN 15900  
AT FIVE DOCK  
LOCAL GOVERNMENT AREA CANADA BAY  
PARISH OF CONCORD COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP15900

FIRST SCHEDULE

NICOLAS GEORGALIS  
FLORINA GEORGALIS  
AS JOINT TENANTS (T AF47194)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A472444 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 B562492 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 AN313367 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

GEORGALIS

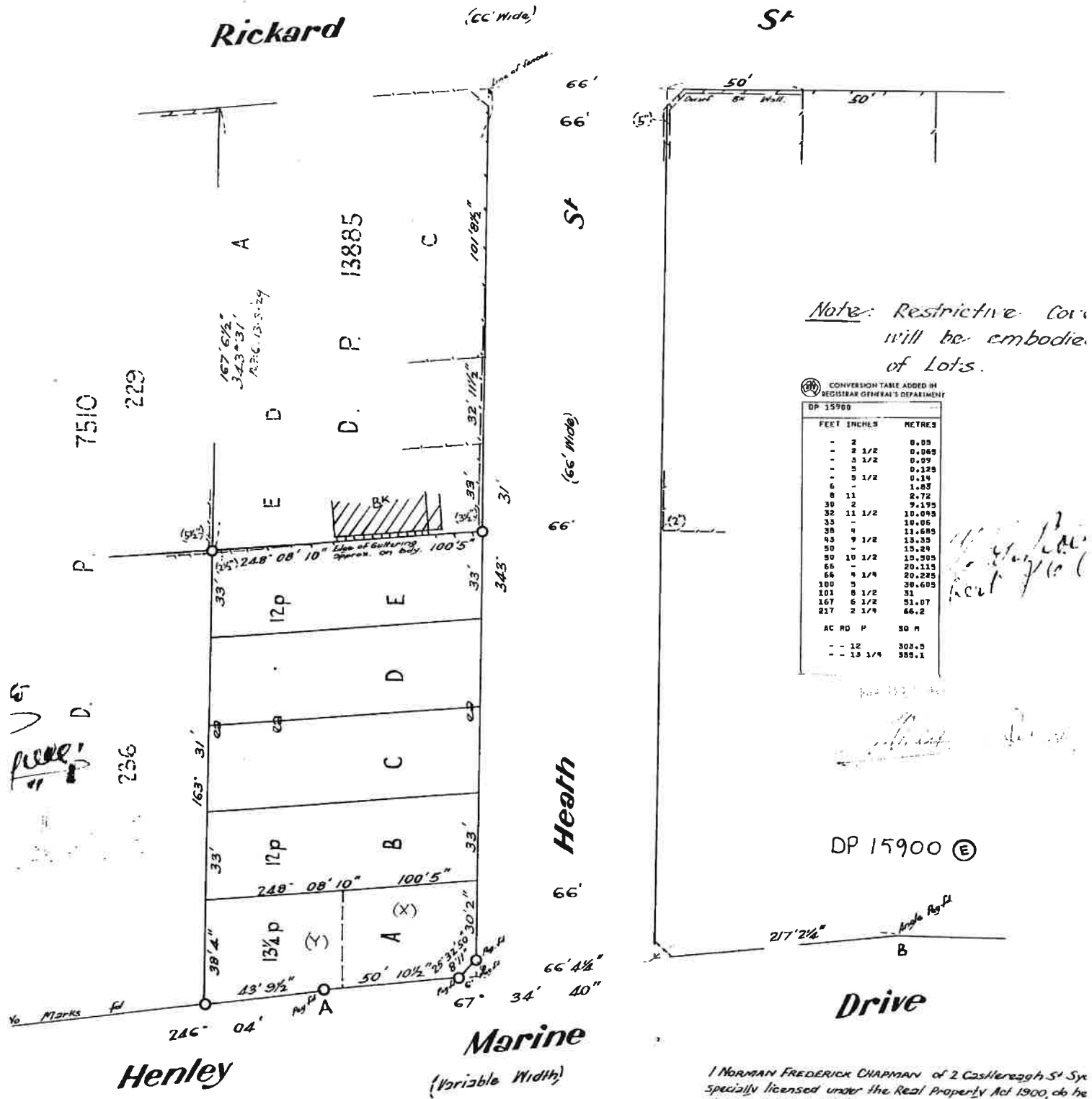
PRINTED ON 21/1/2020

Search Date/Time: 21/01/2020 4:32PM

LEGALSTREAM AUSTRALIA - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

\* 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.





Note: Restrictive covenants will be embodied of Lots.

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT  
 DP 15900

FEET INCHES	METRES
- 2	0.609
- 2 1/2	0.762
- 3 1/2	1.067
- 4	1.219
- 5 1/2	1.676
6	1.829
8 11	2.722
30 2	9.144
32 11 1/2	10.003
33	10.058
38 4	11.685
43 9 1/2	13.355
50	15.240
50 10 1/2	15.505
66	20.117
66 4 1/4	20.225
100 3	30.480
101 8 1/2	31
167 6 1/2	51.07
217 2 1/4	66.2
AC RD P	50 M
- - 12	305.5
- - 13 1/4	385.1

DP 15900 ©

Drive

me of Sydney 928.

J.P.

(X) COVENANT - A 472444

(Y) COVENANT - B 562492

I NORMAN FREDERICK CHAPMAN of 2 Castlereagh St Sydney specially licensed under the Real Property Act 1900, do hereby declare, (a) that all boundaries and measurements shown, (b) that all survey marks found and relevant physical features are correctly represented, (c) that all boundaries actually exist in the positions shown, (d) that the plan in relation to the land are correctly represented, (e) made under my immediate supervision, and I make this declaration conscientiously believing the same to be true by virtue of the provisions of the Oaths Act 1900.

Norman F. Chapman



A472444X

Transfer ..... *paid 2.4.1912*  
Endorsement ..... *1. J. Dyer*  
Certificate .....

MEMORANDUM OF TRANSFER



FREE SIMPLE

*7th August 1912*

a Name, residence, occupation, or other designation, in full, of transferor.

*The State Investment Company of New South Wales Limited*

A472444

b If a less estate, strike out "in fee simple," and interline the required alteration.  
c All subsisting encumbrances must be noted hereon. (See page 2.)  
d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of *one hundred and thirty one pounds thirteen shillings and ninepence* (£131. 13. 9)

e Name, residence, occupation, or other designation, in full, of transferee.  
If a minor, state of what age, and forward certificate or declaration as to date of birth.  
If a married woman, state name, residence, and occupation of husband.

*paid to me by Emily Chace Thompson do hereby by the direction of the said Emily Chace Thompson and of her executor being and declaration being in consideration of the sum of Eighty pounds paid to her by Emily Rudder wife of Herbert Hubert Henry Rudder of Haberfield Marine Engineer the receipt whereof I hereby acknowledge*

f If to two or more, state whether as joint tenants or tenants in common.

*I do hereby transfer to the said Emily Rudder*

g Area in acres, rods, or perches.

*ALL the Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing*

h Parish or town and county.

situate in *the Parish of Concord County of Cumberland*

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

being *part* of the land comprised in *Certificate of Title*

k Strike out if not appropriate.

dated *19. August 1912* registered volume No. *2283* folio *122*

l These references will suffice, if the whole land in the grant or certificate be transferred.

*And also in the pieces of land as follows - and being lot 138 of scheme on deposited plan numbered 7510*

m But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: - "as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz.:"

AND the said Emily Rudder doth hereby for herself her heirs executors administrators and assigns COVENANT AND AGREE with the said State Investment Company of New South Wales Limited and its assigns that she the said Emily Rudder (her heirs executors administrators and assigns) shall nor nor will at any time hereafter erect or permit or suffer to be erected on the lot hereby transferred any main building except of brick and/or stone or other approved material the cost of which building shall not be under the value of FOUR HUNDRED POUNDS AND that on the erection of any such building the said lot shall be fenced AND ALSO that the said Emily Rudder her heirs executors administrators and assigns shall not erect any advertisement hoarding on the lot hereby transferred.

n Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

o Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

*ml*

A very short note of the particulars will suffice.

NIL

[Rule up all blanks before signing]

The Common Seal of The State Investment Company of New South Wales Limited

was hereto affixed by the Managing Director this 16<sup>th</sup> day of May

1919 in the presence of

G. G. H. [Signature]  
[Signature]



[Signature]  
Managing Director

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State.

If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

St.3121

In witness whereof, I have hereunto subscribed my name, at the Twenty Sixth day of March in the year of our Lord one thousand nine hundred and  nineteen

Signed in my presence by the said

E. C. [Signature]

WHO IS PERSONALLY KNOWN TO ME

N. A. Loubert JP

Signed<sup>a</sup>

Transferrer.\*

Signed in my presence the said [Signature] who is personally known to me

[Signature]

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

*Emily Rudder*  
WHO IS PERSONALLY KNOWN TO ME  
*Emily Rudder*

*Emily Rudder*  
Transferrec.

(\*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

*F.6*  
*1230037*  
*A 27 27 52*

WE, ALFRED RICHARDSON HOLDSHIP of Sydney in the State of New South Wales Barrister-at-Law WILLIAM ERNEST JOHNSTON HOLDSHIP of Lithgow in the said State Merchant and ARTHUR HERBERT HOLDSHIP of Sydney aforesaid Solicitor being the Mortgagees under the two Memoranda of Mortgage bearing date 25th February 1916 and 28th March 1918 and registered respectively as Numbers A230637 and A372752 from the withinnamed The State Investment Company of New South Wales Limited DO HEREBY discharge the said two Memoranda of Mortgage so far as regards the lands comprised in the within Memorandum of Transfer but without prejudice to our rights and remedies against the said The State Investment Company of New South Wales Limited and also sureties and third persons and reserving to ourselves all our rights remedies and powers under the said two memoranda of mortgage in respect of land thereby mortgaged other than that described in the within Memorandum of Transfer.  
IN WITNESS whereof we have hereunto subscribed our names this *7<sup>th</sup>* day of *May* in the year of our Lord One thousand nine hundred and nineteen.

SIGNED at Sydney in my presence by the said ALFRED RICHARDSON HOLDSHIP who is personally known to me -

*Alfred Richardson Holdship*  
*Chk to W.E. Johnston*

*Alfred Richardson Holdship*

AND at Lithgow in my presence by the said WILLIAM ERNEST JOHNSTON HOLDSHIP who is personally known to me -

*W.E. Johnston*  
*plac in the name of sole witness*

*W.E. Johnston*

AND at *Sydney* in my presence by the said ARTHUR HERBERT HOLDSHIP who is personally known to me -

*Arthur Herbert Holdship*  
*Chk to W.E. Johnston*  
*Sole Sydney*

*Arthur Herbert Holdship*

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at *Sydney*, the *7<sup>th</sup>* day of *May*, one thousand nine hundred and *nineteen* Charles

*Conrad Aron Mathias*

the attesting witness to this instrument, and declared that he personally knew

*Alfred Richardson Holdship and Arthur Herbert Holdship*

the persons signing the same, and whose signatures thereto he has attested; and that the

names purporting to be such signatures of the said *Alfred Richardson Holdship* *Arthur Herbert Holdship*

*Alfred Richardson Holdship* is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

*Conrad Aron Mathias*

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of those parties.
- r Name of witness and residence.
- s Name of Transferrer.
- t Name of Transferrer.





**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



**B562492K**

must not be disclosed in later

~~THE STATE INVESTMENT COMPANY OF NEW SOUTH WALES LIMITED~~

**B562492**

(herein called transferror)

ess estate, strike out "in mple." and interline the real alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND THIRTY ONE POUNDS FIVE SHILLINGS.

(£131.5.0 (the receipt whereof is hereby acknowledged) paid to it by Edith Minnie Hayes of Concord Spinster AND in further consideration of the sum of TWO HUNDRED AND SIXTY FIVE POUNDS (£265) the receipt whereof is also hereby acknowledged) paid to the said Edith Minnie Hayes by HERBERT JOHN CLIFFORD ACKROYD of Fivedock Builder and WILLIAM GEORGE ROBINS of Leichhardt Boot Manufacturer DO at the request and by the direction of the said Edith Minnie Hayes HEREBY TRANSFER to the said Herbert John Clifford Ackroyd and William George Robins (herein called transferees)

~~do hereby transfer to the said transferees~~ as tenants in common

ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Concord	Part of Certificate of Title.	2638	118
and being Lot 237 Deposited Plan No. 7510.					

two or more, state her as joint tenants or its in common.

l the references cannot inventively inserted, a of annexure (obtainable T.O.) may be added. annexure must be signed he parties and their sig-rea witnessed. e references will suffice if whole land in the grant or ficate be transferred. urt only add "and being sec. D.P." or ng the land shown in lan annexed hereto," of ng the residue of the, in certificate (or grant) rered Vol. Fol. re the consent of the council is required to bdivision the certificate plan mentioned in L.C. Act, 1919, should mpany the transfer. re out if unnecessary. nants should comply Section 89 of the 'eyancing Act, 1919. also should be set forth ight-of-way or easement ception. provision in addition to odification of the nants impled by the nay also be inserted.

~~And the transferee covenants with the transferror~~ (AND the Transferees hereby for their selves their executors administrators and assigns and so as to bind not only themselves their executors administrators and assigns but also the said Lot 237 hereinafter expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said State Investment Company of New South Wales Limited and its assigns that the transferees their executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than £400 such building to be built of brick or stone or other material to be approved of by the said Company with a roof of approved material AND that no advertisement hoarding shall be erected on the said land. AND for the purposes of Section 89 of the Conveyancing Act 1919 it is hereby further agreed and declared that) (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 7510 other than the land hereby transferred. (b) The land which is subject to the burden of the above covenants is the land described herein (c) The above covenants or any of them may be released varied or modified with the consent of the said Company or its legal representatives.)

ry short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

THE COMMON SEAL of The State Investment Company of New South Wales Limited was hereto affixed at Sydney

Signed at the fifth day of September 1927 in the presence of: Edith Minnie Hayes who is personally known to me by the Managing Director this Fifth day of September 1927 in the presence of: B. Gayfer

Herbert J. B. Ackroyd Managing Director. Transferror



recuted within the State instrument should be ed or acknowledged before Registrar-General, or ty Registrar-General, or tary Public, a J.P. or missioner for Affidavits, hom the Transferror is wn, otherwise the attest- winess must appear re one of the above func- aries to make a declara- in the annexed form. o instruments executed where, see page 2.

Signed in my presence by the said EDITH MINNIE HAYES who is personally known to me:

I CONSENT TO and direct the within Transfer

E. H. Hayes E. H. Hayes

eat attestation if sary.

10 Transferror or Trans- e signs by a mark, the station must state " that instrument was read over explained to him, and he appeared fully to rstand the same."

Signed in my presence by the transferee

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

WHO IS PERSONALLY KNOWN TO ME

B. Gayfer Clerk to the State Investment Co. Sydney

W. G. Robins Herbert J. B. Ackroyd Transferee.

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

o alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No.  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 192 }  
 Signed in my presence by Mortgagee.  
 who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

Signed at the day of 192.  
 Signed at the place and on the date above-mentioned, in the presence of—

<sup>1</sup> This form is not appropriate in c delegation unde Trustees Delega Powers Act, 19 the Execution o (War Facilities) 1917.

<sup>j</sup> Strike out unne words. Add an matter necessar; show that the p effective.

FORM OF DECLARATION BY ATTESTING WITNESS.<sup>k</sup>

Appeared before me at the day of one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

<sup>k</sup> May be made b either Registra General, Deput Registrar-Gene Notary Public, Commissioner f Affidavits. Not required if instrument ite made or ackno before one of t parties.

MEMORANDUM OF TRANSFER of

Acres roads 31 perches.  
Lot 237 DP 7510 at Five Dock  
(Subject to covenants)  
Shire  
 Municipality Drummond  
 Parish Concord County  
Herbert John Clifford Ackroyd and  
William George Robins Transferree(s)  
(no tenants in common)

DOCUMENTS LODGED HEREWITH.  
 To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, et

Particulars entered in Register Book, Vol. 2638 Fol. 118

the 4<sup>th</sup> day of October 1927.  
 at minutes 4 o'clock in the after noon.

B 562492

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch ...	<u>W.M.</u>	<u>2</u>
Received from Records	<u>W.M.</u>	<u>1</u>
Draft written ...	<u>W.M.</u>	<u>22.9.27</u>
Draft examined ...	<u>W.M.</u>	<u>28.9</u>
Diagram prepared	<u>W.M.</u>	<u>28.9</u>
Diagram examined	<u>W.M.</u>	<u>28.9</u>
Draft forwarded	<u>W.M.</u>	<u>28.9</u>
Supt. of Engrossers	<u>W.M.</u>	<u>28.9</u>
Cancellation Clerk	<u>W.M.</u>	<u>28.9</u>
Vol. <u>4061</u>	FOL. <u>201</u>	
Diagram Fees		
Additional Folios		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 each additional certificate included in the Transfer, and £1 for every new Certificate of Title issu unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additio fees, however, may be necessary in cases involving more than a simple diagram or more t six folios of engrossing.

Tenants in common must receive separate Certificates.

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

CHECK SLIP

vide my usual note.

Consolidation on B562491

**APPLICANT:** Infotrack Pty Ltd  
Dx 578  
SYDNEY NSW 2000

**PLANNING CERTIFICATE - under section 10.7  
Environmental Planning and Assessment Act 1979**

---

**Property:** 2 Heath Street FIVE DOCK NSW 2046

**Title:** Lot A DP 15900

<b>Certificate No:</b>	PC2020/0140	<b>Certificate Date:</b>	28/01/2020
<b>Receipt No:</b>	Online Receipt	<b>Certificate Fee:</b>	
<b>Land No:</b>	5563	<b>Applicant's Ref:</b>	JH:IM:Georgalis

---

## SECTION 10.7(2)

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

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

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

Canada Bay Local Environmental Plan 2013

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005  
State Environmental Planning Policy No. 19 – Bushland in Urban Areas  
State Environmental Planning Policy No. 21 – Caravan Parks  
State Environmental Planning Policy No. 30 – Intensive Agriculture  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 50 – Canal Estates  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 64 – Advertising and Signage  
State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development  
State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)  
State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy – Building Sustainability Index: BASIX 2004  
State Environmental Planning Policy – (Major Development) 2005  
State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Temporary Structures) 2007  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Urban Renewal) 2010  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

No proposed environmental planning instruments apply

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

City of Canada Bay Development Control Plan

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

**1. (a) Zoning details in the instruments identified in item 1(1) above**

**Zone R2 Low Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

Environmental protection works; Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Group homes; Health consulting rooms; Jetties; Places of public worship; Recreation areas; Respite day care centres; Roads; Schools; Semi-detached dwellings; Water recycling facilities

**4 Prohibited**

Any development not specified in item 2 or 3

***Additional permitted uses***

No additional uses apply

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

No fixed minimum land dimensions apply to this land

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

The land does not include or comprise critical habitat under an EPI

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

The land is not within a heritage conservation area

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

There are no heritage items situated on the land

**2. (a) Zoning details in the instruments identified in item 1(2) above**

No draft zoning applies to the land

***Additional permitted uses***

No draft additional uses apply

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

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

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

The land does not include or comprise critical habitat under a draft EPI

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

The land is not within a draft heritage conservation area

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

There are no draft heritage items situated on the land

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

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

No

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**ITEM 3 – Complying Development Exclusions**

***Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

***Housing Code***

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

***Rural Housing Code***

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

***Low Rise Medium Density Housing Code***

In accordance with clause 3B.63 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, this Code does not apply to Canada Bay until 1 July 2020.

***Housing Alterations Code***

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

***General Development Code***

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

***Commercial and Industrial Alterations Code***

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

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

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

***Container Recycling Facilities Code***

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

***Subdivisions Code***

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

***Demolition Code***

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

***Fire Safety Code***

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

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**ITEM 4 – Repealed**

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**ITEM 4A – Repealed**

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

*Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?*

No

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**ITEM 5 – Mine subsidence**

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

No

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

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

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

No

---

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

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

- |       |                     |     |
|-------|---------------------|-----|
| (i)   | land slip           | No  |
| (ii)  | bushfire            | No  |
| (iii) | tidal inundation    | No  |
| (iv)  | subsidence          | No  |
| (v)   | acid sulphate soils | Yes |

The land is identified as being within Class 5 on the Acid Sulfate Soil Map under the Canada Bay LEP 2013. Works prohibited without Council approval (except as provided by subclause 4 of clause 6.1 of the Canada Bay LEP 2013) include:

- Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

- |      |                    |     |
|------|--------------------|-----|
| (vi) | land contamination | Yes |
|------|--------------------|-----|

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Canada Bay. Please note that this statement refers to whether or not Council has a policy regarding contamination and is not a

statement on whether the property is affected by contamination or potential contamination.

**(b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:-**

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

---

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

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

No

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

No

---

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

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

No

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#### **ITEM 9 – Contributions plans**

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

City of Canada Bay S7.11 Development Contributions Plan  
City of Canada Bay S7.12 Fixed Levy Contributions Plan

**ITEM 9A - Biodiversity certified land**

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

No

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**ITEM 10 – Biodiversity stewardship sites**

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

No

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

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

No

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**ITEM 11 – Bush fire prone land**

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

**ITEM 12 – Property vegetation plans**

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

No

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

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

No

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

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

No

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

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

No

**(b) *Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?***

No

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

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

No

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

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

No

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

No

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**ITEM 18 – Paper subdivision information**

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

No

**ITEM 19 – Site verification certificates**

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

No

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

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

No. Contact NSW Fair Trading for more information.

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

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

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**ITEM 22 – Matters arising under the Contaminated Land Management Act 1997**

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

(a) *At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?*

No

(b) *At the date of this certificate, is the land to which this certificate relates subject to a management order?*

No

(c) *At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?*

No

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

No

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

No

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## **SECTION 10.7(5) ADVICE**

**In accordance with section 10.7(5) of the Act the following advice is given on other relevant matters affecting the land.**

**1. *Demolition***

Under the local environmental plan applying to the land, development consent is required for the demolition of any building on the land except where the demolition complies with the exempt development requirements specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and the Canada Bay Local Environmental Plan, 2013.

**2. *Foreshore Building Line***

***Is the land affected by a foreshore building line?***

No

**3. *Other Heritage considerations***

***Is the land adjoining or opposite a heritage item under the provisions of the Local Environmental Plan applying to the land?***

No

***Has the property been identified as one that is contributory to the heritage values of a conservation area?***

No

***Is the land adjoining or opposite a heritage conservation area under the provisions of the Local Environmental Plan applying to the land?***

No

***Does the land contain an item of environmental heritage identified within the Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005?***

No

**4. Other Advice**

The property could be affected by aircraft noise. For further details contact Airservices Australia or visit [www.airservices.gov.au](http://www.airservices.gov.au).

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**GENERAL INFORMATION**

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

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

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

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

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

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Peter Gainsford  
General Manager

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**SEWERAGE SERVICE DIAGRAM**

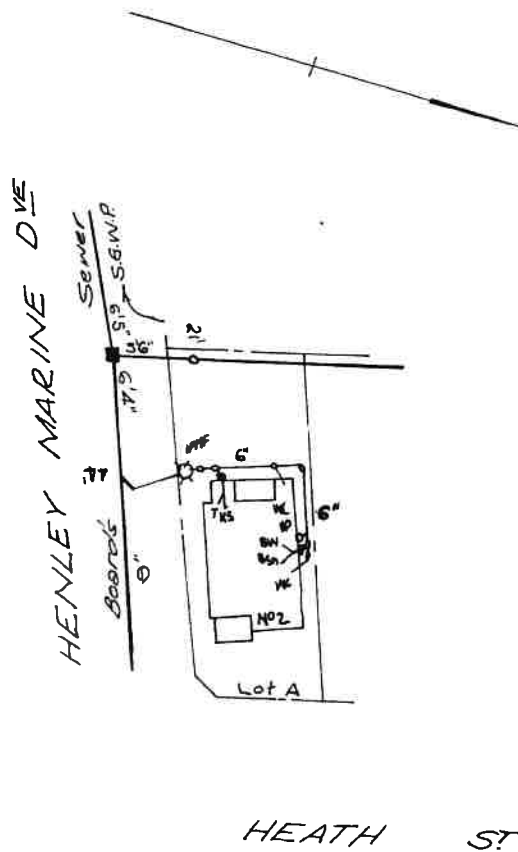
Municipality of *Drummoyne* No. *281995*

SYMBOLS AND ABBREVIATIONS							
<input type="checkbox"/>	Boundary Trap	<input type="checkbox"/>	R.V. Reflux Valve	<input type="checkbox"/>	I.P. Induct Pipe	<input type="checkbox"/>	Basin
<input type="checkbox"/>	Pit	<input type="checkbox"/>	Cleaning Eye	<input type="checkbox"/>	M.F. Mica Flap	<input type="checkbox"/>	Shr. Shower
<input type="checkbox"/>	G.I. Grease Interceptor	<input type="checkbox"/>	VERT. Vertical Pipe	<input type="checkbox"/>	T. Tubs	<input type="checkbox"/>	W.I.P. Wrought Iron Pipe
<input type="checkbox"/>	Gully	<input type="checkbox"/>	V.P. Vent. Pipe	<input type="checkbox"/>	K.S. Kitchen Sink	<input type="checkbox"/>	C.I.P. Cast Iron Pipe
<input type="checkbox"/>	P.T. P. Trap	<input type="checkbox"/>	S.V.P. Soil Vent. Pipe	<input type="checkbox"/>	W.C. Water Closet	<input type="checkbox"/>	F.W. Floor Waste
<input type="checkbox"/>	R.S. Reflux Sink	<input type="checkbox"/>	D.C.C. Down Cast Cowl	<input type="checkbox"/>	B.W. Bath Waste	<input type="checkbox"/>	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

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



RATE No. .... W.C.s. .... U.C.s. .... 19

SHEET No. 390 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		BRANCH OFFICE	PLUMBING		
Supervised by	DATE		Supervised by	DATE	
Inspector	/ /	Date	/ /	Inspector	/ /
Examined by	/ /	Outfall	11	518 607	
Chief Inspector	/ /	Drainer			
Tracing Checked	/ /	Plumber			
		Boundary Trap	is required.		

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.



**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:
 

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

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

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

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

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <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'</i> <i>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.

2 Heath Street, FIVE DOCK NSW 2046