

Choices

- vendor agrees to accept a **deposit-bond** (clause 3) NO yes
proposed electronic transaction (clause 30) NO yes

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

- land tax** is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
margin scheme will be used in making the taxable supply NO yes

This sales 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 nether registered nor required to be registered for GST (section 9-5(d))
 GST-free because the sale is the supply of a going concern under section 38-325
 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
 input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number**List of Documents****General**

- 1 property certificate for the land
 2 plan of the land
 3 unregistered plan of the land
 4 plan of land to be subdivided
 5 document that is to be lodged with a relevant plan
 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
 7 section 149(5) information included in that certificate
 8 service location diagram (pipes)
 9 sewerage service diagram (property sewerage diagram)
 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
 11 section 88G certificate (positive covenant)
 12 survey report
 13 building certificate given under *legislation*
 14 insurance certificate (Home Building Act 1989)
 15 brochure or warning (Home Building Act 1989)
 16 lease (with every relevant memorandum or variation)
 17 other document relevant to tenancies
 18 old system document
 19 Crown purchase statement of account
 20 building management statement
 21 form of requisitions
 22 *clearance certificate*
 23 land tax certificate
Swimming Pools Act 1992
 24 certificate of compliance
 25 evidence of registration
 26 relevant occupation certificate
 27 certificate of non-compliance
 28 detailed reasons for non-compliance

Strata or community title (clause 23 of the contract)

- 29 property certificate for strata common property
 30 plan creating strata common property
 31 strata by-laws not set out in *legislation*
 32 strata development contract or statement
 33 strata management statement
 34 leasehold strata - lease of lot and common property
 35 property certificate for neighbourhood property
 36 plan creating neighbourhood property
 37 neighbourhood development contract
 38 neighbourhood management statement
 39 property certificate for precinct property
 40 plan creating precinct property
 41 precinct development contract
 42 precinct management statement
 43 property certificate for community property
 44 plan creating community property
 45 community development contract
 46 community management statement
 47 document disclosing a change of by-laws
 48 document disclosing a change in a development or management contract or statement
 49 document disclosing a change in boundaries
 50 certificate under Management Act – section 109 (Strata Schemes)
 51 certificate under Management Act – section 26 (Community Land)
Other
 52

Additional Clauses for Contract for Sale of Land – 2016 Edition

BETWEEN: Michelle Justine Hugo and Garth Hugo AS VENDOR(S)

AND: AS PURCHASER(S)

PROPERTY: 14 Bingara Road, Beecroft

32. Interpretation

- 32.1 If any one or more of these clauses or any part thereof should be invalid, illegal or unenforceable in any respect, then the remaining provision(s) shall not be affected and such invalid clause shall be severed from this Contract.
- 32.2 If there is any conflict between these additional conditions and the printed conditions to this contract, these additional conditions shall prevail.
- 32.3 Words importing the singular or plural number include the plural or singular number respectively. Words importing one gender include all genders, and "person" includes a corporation.
- 32.4 References to laws or statutes include amendments or replacements of them.
- 32.5 Headings are for reference only and do not form the substance of this Contract.
- 32.6 Monetary value noted herein is in Australian Dollars.
- 32.7 Times mentioned in these clauses are Australian Eastern Standard (AES) time.

33. Variations

The printed conditions (clauses 1 to 31 inclusive) of this contract are amended as follows:

- 33.1 Clause 7.1.1 – "5% of the price" deleted and replaced with "\$1,000.00".
- 33.2 Clause 11.3 to be added – *"11.3 If the Vendor is issued with a work order after the date of the contract due to a request for a certificate made by the Purchaser and the Purchaser rescinds or terminates the Contract, the Purchaser must pay the cost to comply with such work order to the Vendor immediately upon a written request being received by the Purchaser"*.
- 33.3 Clause 14.4.2 is deleted.
- 33.4 in clause 16.5, the words "plus another 20% of that fee" are deleted;
- 33.5 Clause 16.8 – the figure of \$10 is deleted and replaced with \$5.
- 33.6 Clause 16.10 – add the words "provided no other agreement has been made between both parties".
- 33.7 Printed Clause 18 is amended by adding the words "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
- 33.8 Clause 23.6 is deleted.
- 33.9 Clause 23.13 and 23.14 – amend "7 days" to read "1 day".
- 33.10 Clause 1 - Add the words "*or as otherwise agreed in writing between the parties*" after the word "buyer's agent" under the definition of deposit holder.
- 33.11 Clause 30.2 – add the words "provided at least 14 days' notice is provided to the vendor, failing which an amount of \$275.00 inclusive of GST shall be payable to the vendor by way of adjustment in settlement figures."

34. Services

- 34.1 In addition to clause 35, the Purchaser cannot make a claim, requisition or objection, delay completion or rescind or terminate this contract in respect of:
- (a) the location of any Services or any easement required to be granted for them;
 - (b) the Drainage Works, and in particular whether the property is constructed wholly or partly over the local water authority's sewer.
- 34.2 Subject to the warranty contained in clause 1(b) of Schedule 3 of the Conveyancing (Sale of Land) Regulations 2010, the Vendor does not promise, represent or state that any attached document of sanitary drainage, sewer service diagram or sewer reference sheet is accurate or current however it is the most up-to-date diagram available from the authority.

35. Property

35.1 Subject to any law to the contrary and without limiting express or implied terms, the Purchaser acknowledges that the Purchaser is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear), and;

35.2 The Purchaser acknowledges that the Purchaser is purchasing the property subject to all defects (if any) latent or patent, including:

- (a) all infestations and dilapidations (if any);
- (b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
- (c) the presence of any sewer or manhole or vent on the property;
- (d) any rainwater downpipes being connected to the sewer (if any), and/or;
- (e) compliance or otherwise with any covenants

disclosed or not disclosed herein, and the purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

36. Death or Liquidation

36.1 Notwithstanding any rule of law or equity to the contrary, if either party (or where either party includes more than one person or company, then any one of them) prior to completion:

- (a) dies or becomes mentally ill, is declared bankrupt or enters into a scheme of arrangement with creditors, or;
- (b) being a company resolves to go into liquidation or appoint a voluntary administrator or has a petition for its winding up presented or enters into a scheme or arrangement with creditors, or if a liquidator receiver official manager or voluntary administrator is appointed,

then either party can rescind and clause 19 shall be effective.

- (c) The vendor is also entitled to rescind this contract should any vendor they are purchasing from and requiring a simultaneous settlement, rescind for any reasons noted in (a) or (b) hereof.

37. Completion

37.1 Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, then settlement shall be affected at the office of Auswide Conveyancing. However, should the Purchaser not be in a position to settle at the office of Auswide Conveyancing, then settlement may be effected at a place nominated by the Purchaser, so long as the Vendor's settlement agent's fee of \$110.00 is paid by the Purchaser.

37.2 Completion of this contract is required to take place as noted on the front page of this contract or as otherwise agreed in writing between both parties.

38. Notice to Complete

38.1 If completion does not take place by 3.30pm on the completion date specified herein and subject to clause 38.3, at any time thereafter either party (not then being in default under this Contract) may serve on the other party a Notice to Complete requiring completion of this Contract on a specified date being not less than 14 days after the date of service of the Notice to Complete.

38.2 The parties agree that the notice period of not less than 14 days is sufficient and that time will be essential in compliance with the Notice to Complete.

38.3 Where both parties attend settlement at the time, place and date agreed upon for settlement and either party is unable to settle, then the other party agrees to allow the defaulting party up to 48 hours in which to arrange for a new time, place, and/or date for settlement.

- 38.4 Should the Vendor issue a valid Notice to Complete then the Purchaser shall allow the Vendor's legal costs in doing so being not more than **\$275.00** inclusive of GST and by way of adjustment in the settlement adjustment figures.

39. Damages for delay in completion

- 39.1 If completion does not occur on the completion date specified herein due to the fault of the Purchaser, the Purchaser shall pay to the Vendor on completion, interest calculated daily at the rate of **10%** per annum on the balance of the purchase price payable under this Contract in respect of the period (*Interest Period*) commencing from the date settlement was due and ending on the completion date.
- 39.2 The Purchaser may not require the Vendor to complete this contract unless interest payable under the Contract is paid to the Vendor on completion. It is an essential term of this Contract that interest is paid.
- 39.3 Interest payable under this clause is a genuine pre-estimate of the costs that may be incurred by the Vendor should the Purchaser default in completing in accordance with this contract.
- 39.4 In addition to clause 39.1, the Purchaser must pay an additional \$121.00 (GST inclusive) on settlement, to cover legal costs and other expenses incurred as a consequence of the delay.

40. Vendor Warranties

- 40.1 Should the Purchaser become entitled to rescind the contract due to the Vendor's breach of warranty prescribed by the *Conveyancing (Sale of Land Regulation) 2005*, then the vendor shall also be entitled to rescind the contract provided the right is exercised before the purchaser serves their notice of rescission on the vendor.

41. Real Estate Agent

- 41.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property directly or indirectly by any real estate agent or any other person other than the Vendor's agent or co-agent (if any) specified in this Contract.
- 41.2 The Purchaser indemnifies the Vendor against any successful claims, suits, demands and actions arising out of or as a consequence of a breach of this warranty.
- 41.3 This clause 41 shall not merge on completion.

42. Representations and warranties

- 42.1 The Purchaser warrants that, unless stated otherwise in this contract, the Purchaser has not entered into this contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf, including any statement, representation, promise or warranty in respect of:
- (a) the suitability of the property and the building for any use other than the use permitted by the Council;
 - (b) the location of the property; and
 - (c) any financial return or income to be derived from the property.
- 42.2 Notwithstanding that before the date of this contract the Vendor or any person on behalf of the Vendor may have furnished to the Purchaser information, forecasts or feasibilities relating directly or indirectly to the property, the Purchaser warrants that the Purchaser has relied entirely on enquiries relating the property made by or on behalf of the Purchaser and that the Purchaser has sought independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this contract.

43. Authority for Solicitor / Conveyancer to amend Contract

- 43.1 Both parties hereby gives authority to their legal representatives as noted on the front page of this contract to make changes to this contract on their behalf.

43.2 Both parties agree all changes made herein have been discussed and clarified either in writing or verbally by their legal representatives and agreed to by each party.

43.3 Any authorised changes made to this contract will not render this contract invalid.

44. Transfer

44.1 The Purchaser hereby agrees that they will allow an amount of \$77.00 (GST inclusive) on settlement if the Transfer is not served to the Vendor's Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendor's Licensed Conveyancer preparing their own Transfer for execution by the Vendors and/or courier and express postal fees.

44.2 The Purchaser agrees to accept such Transfer prepared by the Vendor's Licensed Conveyancer on settlement provided that all title, price and party details are correct and as noted in the contract together with an original authentic signature of the Vendor.

45. Claim for Compensation

45.1 Any claim for compensation whether under printed Clause 7 or otherwise is deemed to be requisition for the purposes of printed clause 1.

46. Cooling off period – payment of deposit

46.1 If there is a cooling off period, the deposit may be paid as follows: -

- a) 0.25% of the price on the making of this contract, and;
- b) 9.75% (or such other amount % as agreed in writing) by 5.00pm on last day of the cooling off period,

This is an essential term of this contract.

47. Reduced Deposit

47.1 Where the vendor agrees to reduce the amount required for a deposit under this contract, all interest accrued will be payable to the vendor.

47.2 Both parties hereby agree to instruct the agent to invest the deposit under this contract.

47.3 Where the vendor expressly agrees, the deposit hereunder may be paid as follows: -

- a) As to 5% on exchange or the expiration of the cooling off period, and;
- b) As to 5% on default hereof or settlement, whichever occurs first.

48. Release of Deposit

48.1 The deposit is payable to the Vendor's agent (if any, otherwise the Vendor's conveyancer) and the Purchaser hereby authorises the Vendor's agent (or other representative) to release the deposit or any part of the deposit as the Vendor may direct for the sole purpose of payment of a deposit, stamp duty, payment to a mortgagee at settlement, balance of purchase monies on the purchase of Real Estate in Australia or payment of a rental bond and/or rent for a rental property in Australia. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

49. Foreign Purchaser

49.1 The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.
- (c) If the purchaser breaches this clause, then the purchaser will be liable to compensate the vendor for any loss incurred as a result of the breach.

50. Foreign Resident Capital Gains

- 50.1 The Vendor warrants that they are not a Foreign Resident within the meaning of *s14-25 of Schedule 1 of the TA Act*.
- 50.2 The Vendor is not liable to provide a clearance certificate or variation in accordance with printed clause 31.

51. Special Levies (if strata or community title)

- 51.1 The parties agree that if there are or have been special levies or contributions which are not a regular contribution, the vendor will be liable for such levies due and payable up to the date of the contract and the purchaser will be liable for such contributions due and payable after the contract date.
- 51.2 This clause shall not merge on completion.

52. Survey Report

- 52.1 If there is a survey report attached to this contract it is provided for information only and the vendor makes no warranties in relation to its accuracy.
- 52.2 The Purchaser cannot make a claim on the Vendor, rescind or terminate the contract or delay completion as a result of any survey report attached to this contract.

53. Swimming Pool or Spa

- 53.1 This clause 53 applies where there is a swimming pool or spa located on the property and included in the sale.
- 53.2
 - (a) The Purchaser acknowledges siting the attached non-compliance certificate.
 - (c) The Purchaser warrants that they will comply with the requirements of the non-compliance certificate within the terms of the certificate, failing which, they will be solely responsible for any costs, claims, fines or otherwise associated with the non-compliance.

54. Conditions of Sale by Auction

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

- 54.1 Bidders Record means the Bidders Record to be kept pursuant to Clauses 18 of the *Property, Stock and Business Agents Regulation 2003* and Clause 68 of the *Property, Stock and Business Agents Act 2002*:
- 54.2 The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
 - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
 - c) The highest bidder is the purchaser, subject to any reserve price.
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.

- f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- g) A bid cannot be made or accepted after the fall of the hammer.
- h) As soon as practicable after the fall of the hammer the purchaser is to sign the Contract for Sale of Land.

54.3 The following conditions, in addition to those prescribed by sub-clause (1), are prescribed as applicable to an in respect of the sale by auction of residential property or rural land:

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

55. Guarantee

55.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australia Stock Exchange. This clause is an essential term of this contract.

55.2 The word *guarantor* means _____ and _____ (being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

55.3 If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

55.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor;

- a) payment of all money payable by the purchaser under this contract; and
- b) the performance of all of the purchaser's other obligations under this contract.

55.5 The guarantor:

- a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- b) must pay on demand any money due to the vendor under this indemnity.

55.6 The guarantor is jointly and separately liable with the purchaser to the vendor for;

- a) the performance by the purchaser of its obligations under this contract; and
- b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

55.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

55.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

55.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- a) the granting of any time, waiver, covenant not to sue or other indulgence;
- b) the release or discharge of any person;
- c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract as statute a Court or otherwise;
- e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

f) the winding up of the purchaser.

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

55.11 This clause operates as a Deed between the Vendor and the guarantor.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED)

In the presence of:)

.....

.....
Signature of witness

.....
Name of witness

56. Tenancies

56.1 If the property is subject to any existing tenancies: -

- (a) the Vendor does not warrant that the tenant will continue to remain in the property;
- (b) if the lease has expired and the purchaser requires vacant possession, the purchaser must tell the Vendor in writing within 3 days after the date of the Contract;
- (c) if the Purchaser does not so advise the Vendor then the Purchaser must accept the tenant remaining at the time of completion.

56.2 Where the property is tenanted or partly tenanted and vacant possession is required by the purchaser on completion, the Vendor will use their best endeavors to have the tenant vacate the property by the completion date however cannot make any guarantees that vacant possession will be provided.

56.3 Where the tenant is also the purchaser then it is agreed by both parties that the tenancy agreement will remain in force and early possession is not said to have been taken under clause 18 until such time as completion takes place or as otherwise agreed in writing by both parties.

56.4 The Purchaser cannot make a claim, objection, requisition, rescind or terminate or delay completion in respect of this clause 56.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Michael Karidakis & Irene Karidakis
Purchaser:
Property: 7/59 Harris Street, Fairfield
Dated: 23 May 2017

Possession and 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 are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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

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

Survey and building

13. 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.
14. 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.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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*.
16. 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?

17. 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?
18.
 - (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

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
22.
 - (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?
23. 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

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

Requisitions and transfer

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.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 60/203054

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
4/5/2017	11:07 AM	4	4/5/2017

LAND

LOT 60 IN DEPOSITED PLAN 203054
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP203054

FIRST SCHEDULE

GARTH HUGO
MICHELLE JUSTINE HUGO
AS JOINT TENANTS

(AE AM349607)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP203054 EASEMENT FOR SUPPORT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 J317666 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

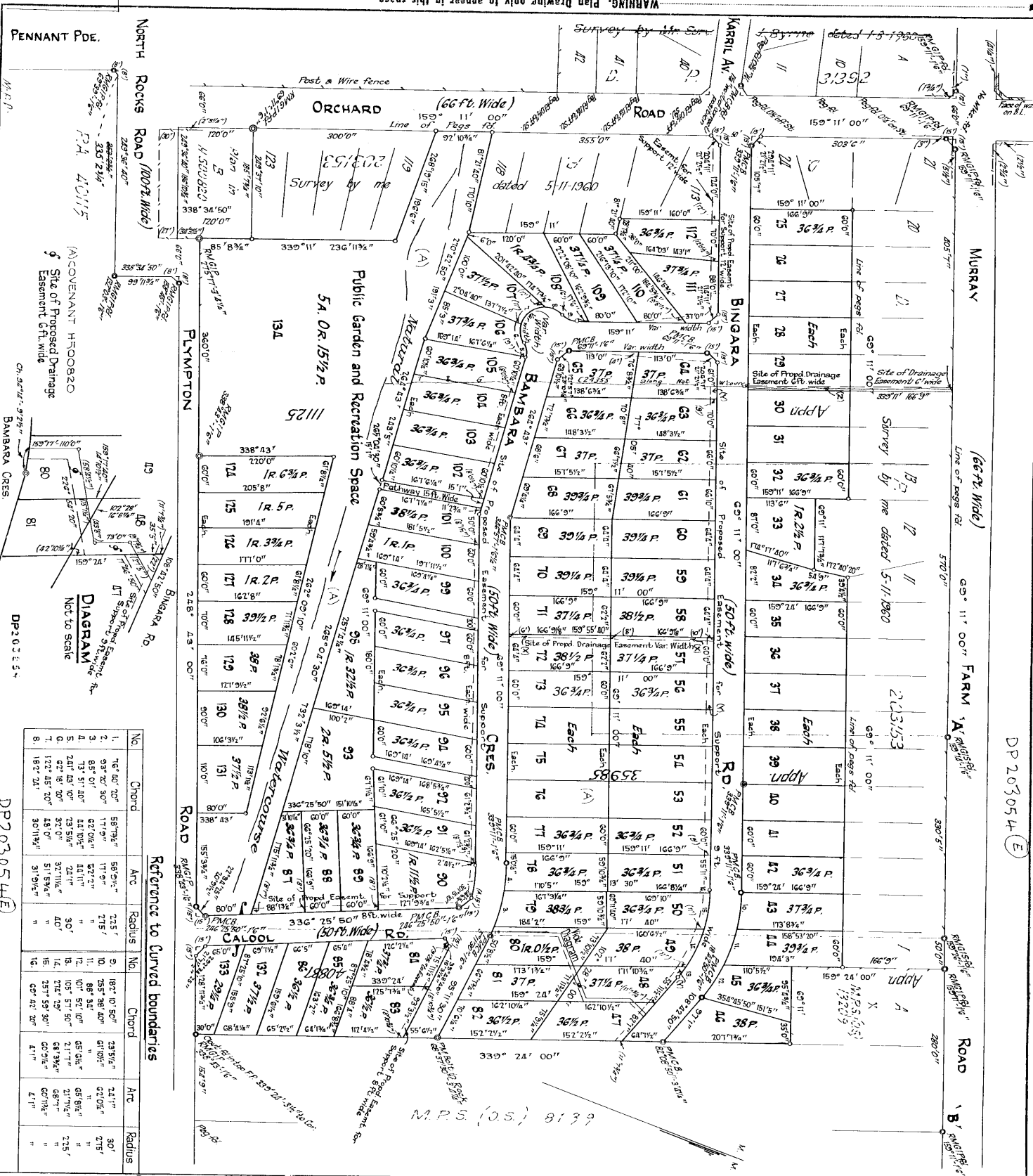
PRINTED ON 4/5/2017

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

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

Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



DP203054(E)

No.	Chord	Arc	Radius	No.	Chord	Arc	Radius
1.	16° 40' 20"	58.17%	72.5'	10.	182° 10' 50"	29.51%	22.11"
2.	16° 40' 20"	58.17%	72.5'	11.	182° 10' 50"	29.51%	22.11"
3.	16° 40' 20"	58.17%	72.5'	12.	182° 10' 50"	29.51%	22.11"
4.	16° 40' 20"	58.17%	72.5'	13.	182° 10' 50"	29.51%	22.11"
5.	16° 40' 20"	58.17%	72.5'	14.	182° 10' 50"	29.51%	22.11"
6.	16° 40' 20"	58.17%	72.5'	15.	182° 10' 50"	29.51%	22.11"
7.	16° 40' 20"	58.17%	72.5'	16.	182° 10' 50"	29.51%	22.11"
8.	16° 40' 20"	58.17%	72.5'	17.	182° 10' 50"	29.51%	22.11"
9.	16° 40' 20"	58.17%	72.5'	18.	182° 10' 50"	29.51%	22.11"
19.	16° 40' 20"	58.17%	72.5'	19.	182° 10' 50"	29.51%	22.11"
20.	16° 40' 20"	58.17%	72.5'	20.	182° 10' 50"	29.51%	22.11"
21.	16° 40' 20"	58.17%	72.5'	21.	182° 10' 50"	29.51%	22.11"
22.	16° 40' 20"	58.17%	72.5'	22.	182° 10' 50"	29.51%	22.11"
23.	16° 40' 20"	58.17%	72.5'	23.	182° 10' 50"	29.51%	22.11"
24.	16° 40' 20"	58.17%	72.5'	24.	182° 10' 50"	29.51%	22.11"
25.	16° 40' 20"	58.17%	72.5'	25.	182° 10' 50"	29.51%	22.11"
26.	16° 40' 20"	58.17%	72.5'	26.	182° 10' 50"	29.51%	22.11"
27.	16° 40' 20"	58.17%	72.5'	27.	182° 10' 50"	29.51%	22.11"
28.	16° 40' 20"	58.17%	72.5'	28.	182° 10' 50"	29.51%	22.11"
29.	16° 40' 20"	58.17%	72.5'	29.	182° 10' 50"	29.51%	22.11"
30.	16° 40' 20"	58.17%	72.5'	30.	182° 10' 50"	29.51%	22.11"

Reference to Curved boundaries

WARNING: Plan Drawing only to appear in this space.

DP 203054 (E)

DP203054 (E)

Registered: 20/8/1997
 C.A.: 4551 of 20-4-91
 Title System: Torrens
 Purpose: Subdivision
 Ref. Map: Hornsby, 54, 2
 Last Plan: Hornsby, 54, 2, 1984
 1:20000, P.A. 22883, P.D. 40887

PLAN OF
 subdivision of part of the land
 in C.S.T. 444444, 444444, 444444
 Fol. 124, Vol. 11884 Fol. 17, Vol. 5612
 Fol. 8 and Vol. 1766 Fol. 202 and
 Vol. 802 Fol. 2, 1985
 State, 120 FT. to an inch

Mem. Shire
 of: Hornsby
 Locality: Bayside
 Parish: Field of Mars
 County: Cumberland
 of: Brian Linton Lyle
 of: 14 Bannock Ave., St. Ives
 a surveyor registered under the Surveyors Act 1926 as amended
 and hereby certifies that the survey represented in this plan
 is accurate and has been prepared in accordance with the
 provisions of the Surveyors Act 1926 as amended and the
 Regulations thereunder.

Signature: *Brian Linton Lyle*
 Date: 14/05/1997

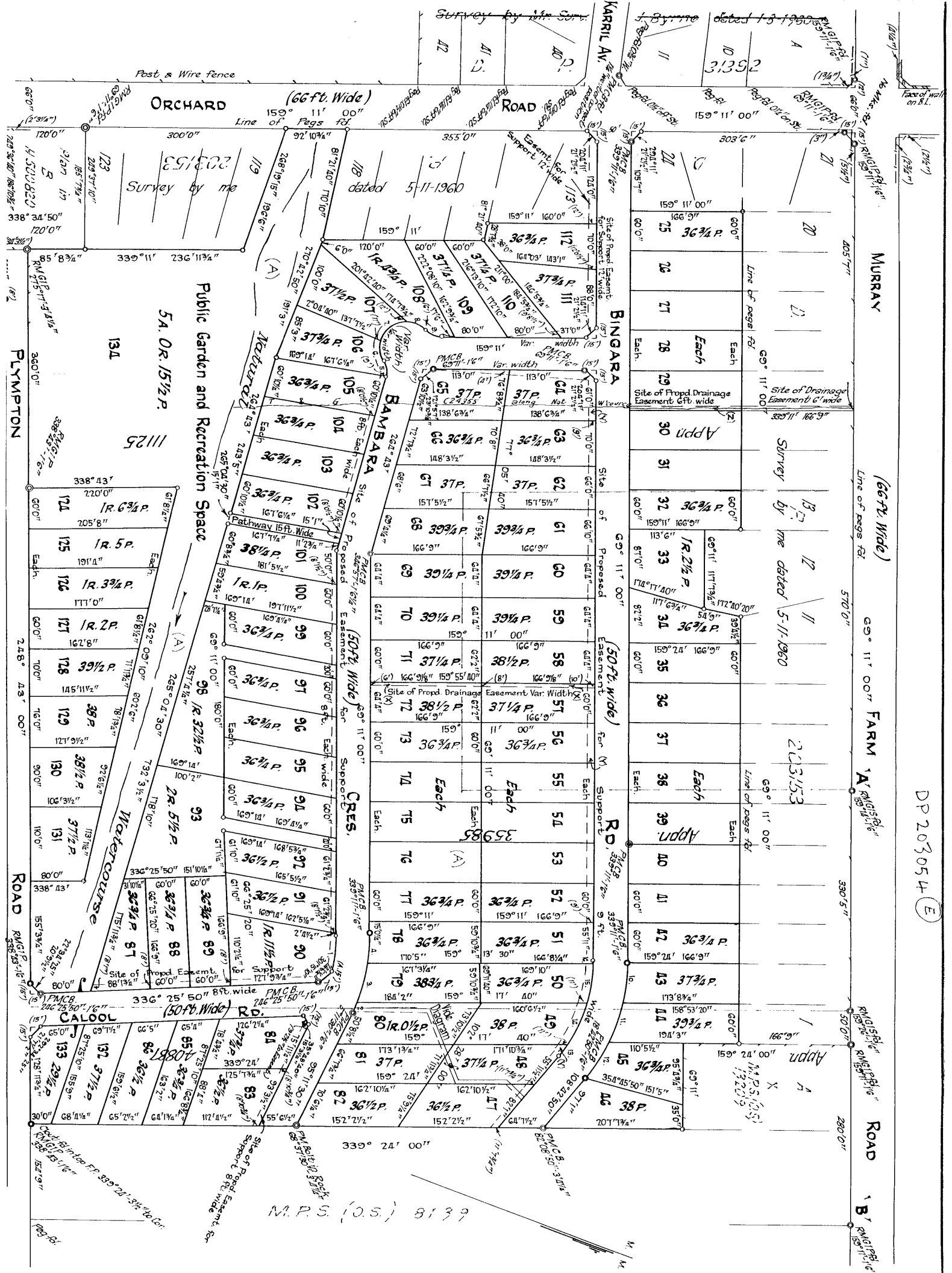
Survey registered under the Surveyors Act 1926 as amended
 with the Registrar of Land, State of New South Wales, at amended
 Plan No. DP 203054 (E)

Statements of Dedication, Easements,
 (Signatures and Seal to appear in panel provided.)
 It is intended to dedicate to Bingham Rd,
 Bambera Cres and Calcol Rd to the
 public as public roads.

It is intended to create Drainage
 Easements over lots 51, 72 (North) and
 lots 112, 83, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

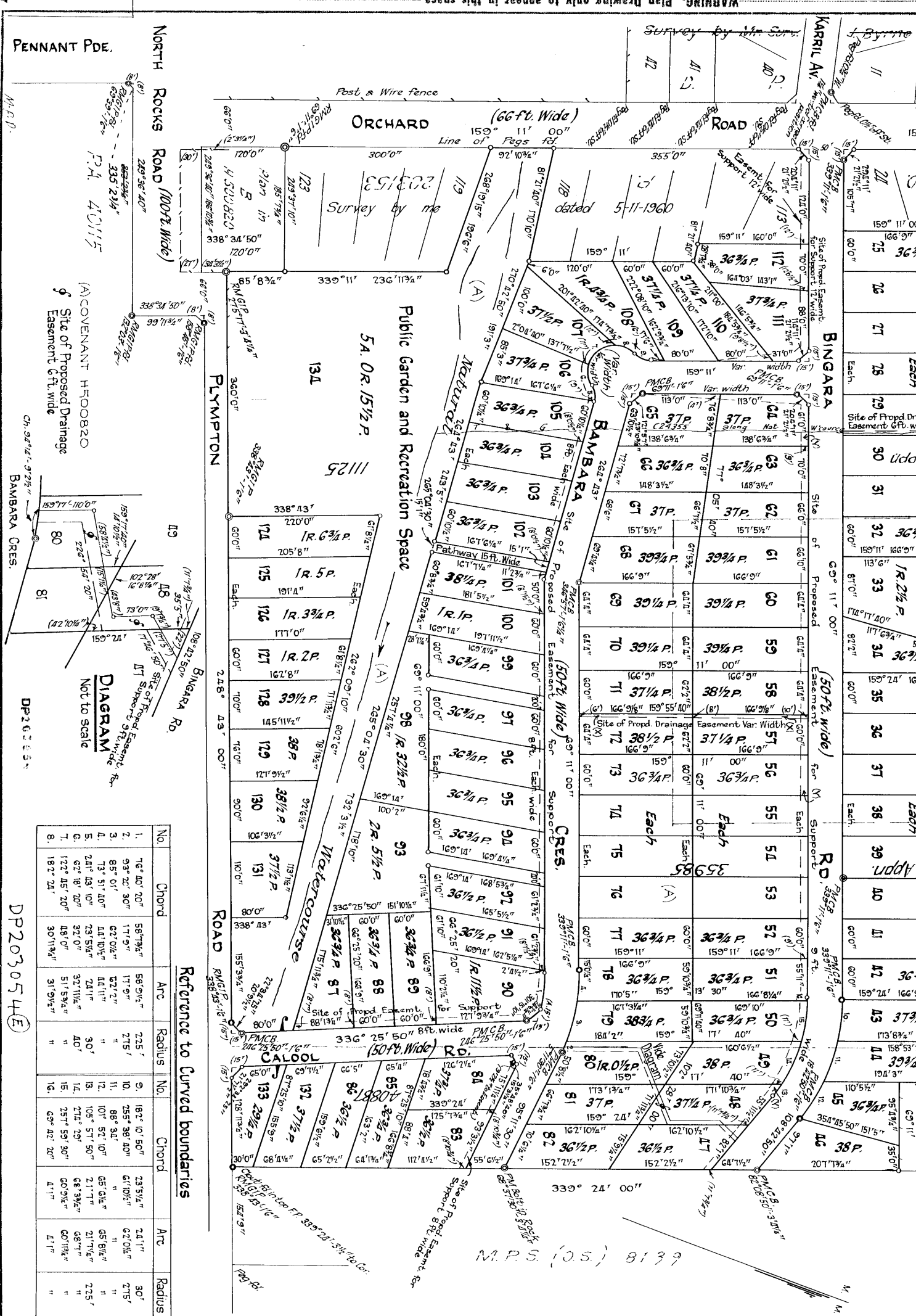
It is intended to create Easements
 for Superpower — lots 47 to 62 incl
 (37m wide) and lots 112 (72.5m wide)
 as appurtenant to Bingham Rd,
 lots 63, 64, 65, 66 to 108
 incl., 110 & 111 (Narrow width) and lots 83,
 84 and 90 to 101 incl. (8.75m wide) as
 appurtenant to Bambera Cres,
 and lots 87, 90 incl.
 (8.75m wide) as appurtenant to Calcol
 Rd.

WARNING: Plan Drawing only to appear in this space.



DP 203054 (E)

WARNING. Plan Drawing only to appear in this space.



Reference to Curved boundaries

No.	Chord	Arc	Radius	No.	Chord	Arc	Radius
1.	76° 40' 20"	58° 13' 2"	725'	9.	182° 10' 50"	23° 51' 4"	30'
2.	93° 22' 30"	11° 51'	215'	10.	255° 38' 40"	61° 03' 4"	715'
3.	85° 01'	62° 04' 4"	"	11.	101° 57' 10"	65° 06' 4"	"
4.	73° 57' 40"	44° 10' 4"	"	12.	101° 57' 10"	65° 06' 4"	"
5.	241° 43' 10"	23° 51' 4"	90'	13.	103° 57' 50"	21° 17' 4"	225'
6.	62° 18' 20"	32° 01'	40'	14.	214° 21' 20"	68° 34' 2"	"
7.	122° 45' 20"	48° 01'	"	15.	257° 59' 30"	60° 14' 4"	"
8.	182° 22'	30° 11' 34"	"	16.	69° 42' 20"	41° 17'	"

WARNING. Plan Drawing only to appear in this space.

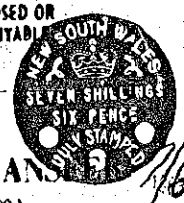
DP203054E

M.P.S. (05) 8139

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE



R.P. 19. No. 317666



FEES:- £ s. d.
 Lodgment 2 10 -
 Endorsement : :
 Certificate : :
 Cat 1 : :
 P/D 1 : :
 16/4/63

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

I, **STOCKS & HOLDINGS (CONSTRUCTORS) PTY. LIMITED**

(Trusts must not be disclosed in the transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of one thousand five hundred and ninety five pounds (£1595/-/-) (the receipt whereof is hereby acknowledged) paid to it by
IAN HUGO

do hereby transfer to

6 Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

IAN HUGO of 52 Mepunga Street Concord West Maintenance Boilermaker

(herein called transferee)

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

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. "

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
GUMBERLAND	FIELD OF MARS	THE WHOLE	9256	109	

16579D

~~d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.~~

~~Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.~~

And the transferee ~~covenant(s) with the transferor~~ for himself his executors administrators and assigns hereby covenants with the Transferor its successors and assigns for the benefit of the adjoining land owned by the Transferor namely Lot 59 on Deposited Plan No. 203054 but only during the ownership thereof by the Transferor its successors or assigns

other than purchasers on sale that no fence shall be erected on the land ~~hereby transferred~~ hereby transferred to divide it from such adjoining lands without the consent of the ~~Transferor its successors and assigns~~ Transferor its successors and assigns but such consent shall not be withheld if such ~~fence be erected~~ fence be erected without expense to the Transferor its successors or assigns and in favour of ~~any person~~ of any person dealing with the Transferee or his assigns such consent shall be deemed to ~~have been given~~ have been given in respect of every fence for the time being erected.

AND the Transferee doth hereby for himself his executors administrators and assigns ~~land assigns~~ covenant with the Transferor its successors and assigns for the benefit of ~~the residue of the land in~~ the residue of the land in Deposited Plan No. 203054 and that no building shall be erected ~~on the land~~ on the land hereby transferred or any part thereof other than a building constructed of ~~brick brick~~ brick brick veneer stone concrete and/or weatherboard without the consent in writing of ~~the Transferor~~ of the Transferor its successor and assigns PROVIDED HOWEVER that any building which has been ~~erected on the~~ erected on the said land for a period in excess of three (3) years from the date hereof shall be deemed to ~~have been erected~~ have been erected with the consent of the Transferor its successors and assigns and for the purposes of Section 88 (1) of the Conveyancing Act 1919-1945 IT IS HEREBY DECLARED AS FOLLOWS:

- DECLARED AS FOLLOWS:-
- (a) the land having the benefit of the above covenant is the residue of the land in Deposited Plan 203054.
 - (b) The land subject to the burden of this covenant is the land hereby transferred.
 - (c) The persons having the right to release vary of modify this covenant are the Transferor its successors and assigns.

* A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

1523BWP

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or a Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles or any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

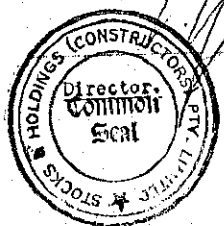
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at 26th Sydney the 26th day of March 1963

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

The Common Seal of the Company has heretofore affixed by authority of the Board and in the presence of
Secretary



Transferor.*

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

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

2 Mrs. M. J. Courtenay
Witness

A. Hughes
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memo-randum where by 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.

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

1. He signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Appeared before me at _____, the _____ day of _____, one thousand _____ 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.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No 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.

J 317666

LODGED BY _____

W. A. DOWE
 SOLICITOR
 92 PITT STREET
 SYDNEY
 BW 6602

No. _____

FEES.

- The Fees, which are payable on lodgment, are as follows—
- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 - (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
 - (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 - (ii) £2 10s. 6d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 16 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	} Received Docs. Nos. Receiving Clerk.
2	
3	
4	
5	
6	

16579 M. A. Dowe

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

GOODACRE DEVELOPMENT PTY. LIMITED

H 845719 *Marked generally*

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.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should execute a formal discharge where the land transferred is the whole of or the residuum of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney the 21st day of March 1963

THE COMMON SEAL OF GOODACRE DEVELOPMENT PTY. LIMITED was hereunto affixed by the authority of the Directors and in the presence of:
 _____ Secretary



Director.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER
<i>hmn</i>	<i>(Content)</i>
Checked by	Particulars entered in Register Book, Volume <i>9256</i> Folio <i>109</i>
Passed (in S.D.B.) by	
Signed by	the <i>2nd</i> day of <i>September</i> 19 <i>63</i> at <i>24</i> minutes past <i>11</i> o'clock in the <i>PM</i> noon. <i>(Signature)</i> Registrar-General.

PROGRESS RECORD.

	Initials	Date.
Sent to Survey Branch	<i>(Signature)</i>	
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engineers		
Cancellation Clerk		
Vol.		Fol.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	c3dbfb95
Property Address:	14 BINGARA ROAD BEECROFT
Date of Registration:	25 October 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground

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 Non-compliance

Clause 18BA – Swimming Pools Regulation 2008

Pool no: c3dbfb95
Property address: 14 BINGARA ROAD BEECROFT
Date of inspection: 18 May 2017
Expiry date: 18 May 2018
Issuing authority: Lee Samuel Armstrong - Accredited Certifier - bpb2339

The swimming pool at the above property **DOES NOT COMPLY** with Part 2 of the *Swimming Pools Act 1992*. Please refer to the accredited certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

Non-compliance area/s:

Boundary fence	<input checked="" type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input checked="" type="checkbox"/>
Non-ancillary structure	<input checked="" type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

SEWERAGE SERVICE DIAGRAM

1. HUGO

Municipality of *Hornsby*

No. *572559*

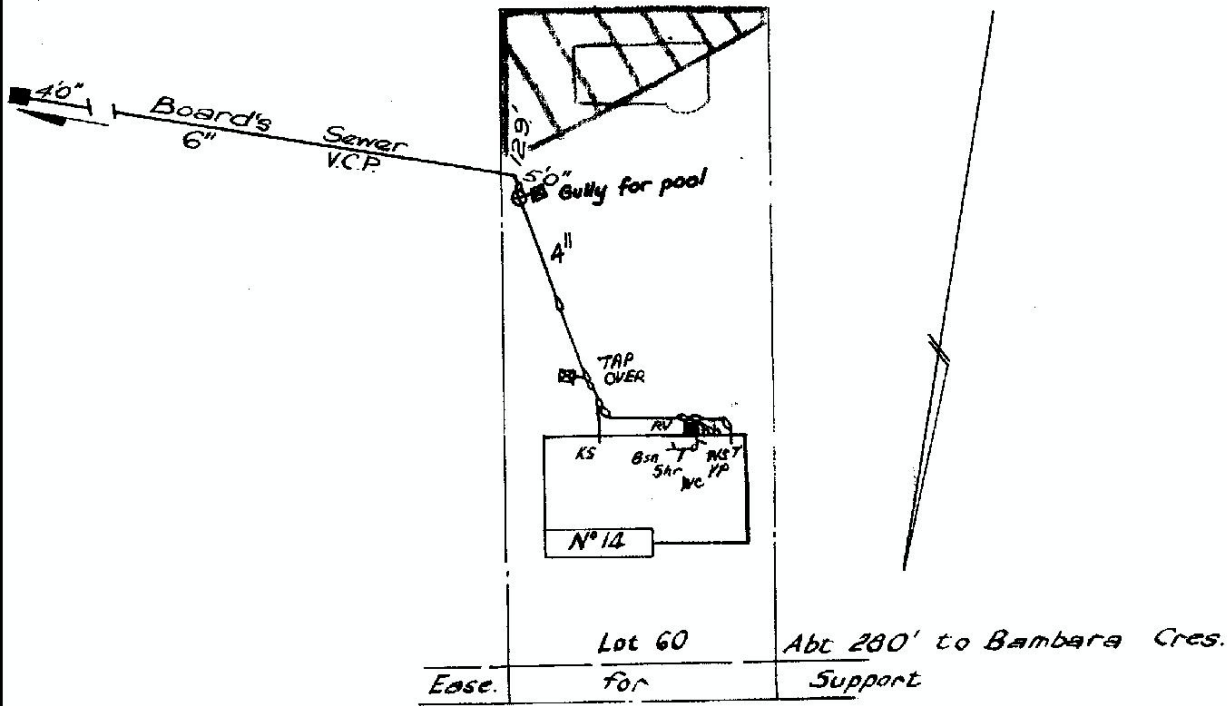
SYMBOLS AND ABBREVIATIONS

- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| ☐ Boundary Trap | ■ R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| ⊖ Pit | ⊖ Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ⊖ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ⊖ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ⊖ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| ⊖ R.S. Reflex Sink | ○ D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



BINGARA

RD.

3709352

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

SHEET No. *7594* OFFICE USE ONLY For Engineer House Services

DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	Supervised by	Date	
Bth.	Inspector	/ /	/ /	Inspector	/ /	
Shr.						
Bsn.	Examined by	/ /	Outfall	Inspector	/ /	
K.S.			HL			
T.	Chief Inspector	/ /	Drainer	Inspector	/ /	<i>695 539</i>
Pig.			Plumber			
Dge. Int.	Tracing Checked	/ /	Boundary Trap	Inspector	/ /	<i>1206 164</i>
Dge. Ext.			(not 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.



PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979 as amended

Sai Global Property - VIC
L 3 355 Spencer Street
WEST MELBOURNE VIC 3003

Certificate No: 2017/2475
Fee: \$53.00
Issue Date: 2 May 2017
Receipt No: 6037106
Applicant Ref: 43764998:61910

DESCRIPTION OF LAND

Address: 14 Bingara Road
BEECROFT NSW 2119

Lot Details: Lot 60 DP 203054

PLANNING CERTIFICATE UNDER SECTION 149 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

The land is zoned: R2 Low Density Residential

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



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

1. Names of relevant planning instruments and DCPs

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

(A) Local Environmental Plans

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

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

State Environmental Planning Policies

SEPP No. 1 - Development Standards

SEPP No. 19 - Bushland in Urban Areas

SEPP No. 21 - Caravan Parks

SEPP No. 30 - Intensive Agriculture

SEPP No. 33 - Hazardous and Offensive Development

SEPP No. 44 - Koala Habitat Protection

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 64 – Advertising and Signage

SEPP No. 65 – Design Quality of Residential Apartment
Development

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP No. 71 – Coastal Protection

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007



SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

Deemed State Environmental Planning Policies

SREP (Sydney Harbour Catchment) 2005

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the Hornsby Shire Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

YES

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

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

YES

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



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

Hornsby Development Control Plan (HDCP) 2013

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

2. **Zoning of land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

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

R2 Low Density Residential

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

Refer to Attachment

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

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

Refer to Attachment

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



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

Refer to Attachment

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

NO

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

NO

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

NO

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

NO

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

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

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

NO



3. **Complying Development**

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Developments Code) 2008. If complying development may not be carried out on that land because of the provisions of clauses 1.17A(c) and (d) and 1.19 of that policy, the reasons why it may not be carried out under that clause.

General Housing Code and Rural Housing Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

4. **Coastal Protection**

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

NO

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

- (1) In relation to a coastal council – whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

- (2) In relation to a coastal council:
- (a) whether the council has been notified under Section 55X of the Coastal Protection Act 1979, that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

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

Whether the owner (or previous owner) of the land has been consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

NO



Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the Local Government Act 1993.

5. Mine subsidence

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

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

NO

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

Whether or not the land is affected by a policy:

- (a) adopted by council, or



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

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

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

- | | | |
|-----|---------------------------|-----------|
| (A) | Landslip | NO |
| (B) | Bushfire | NO |
| (C) | Tidal inundation | NO |
| (D) | Subsidence | NO |
| (E) | Acid Sulfate Soils | NO |
| (F) | Land contamination | NO |

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or



being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

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

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

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

(G) **Any other risk**

NO

7A. Flood related development controls information

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

NO



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

NO

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

8. Land reserved for acquisition

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

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

NO

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

NO

- (C) **Planning Proposal?**

NO

9. Contribution plans

The name of each contribution plan applying to the land:

Hornsby Section 94 Development Contributions Plan 2014 – 2024

Hornsby Section 94A Development Contributions Plan 2014 – 2024

**9A. Biodiversity Certified land**

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

NO

10. Biobanking Agreements

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

NO

11. Bush fire prone land

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

NO

12. Property vegetation plans

Has the council been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to this land?

NO

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on this land (but only if the council has been notified of the order)?

NO

**14. Directions under Part 3A**

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

NO

15. Site compatibility certificates and conditions for seniors housing

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

NO

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

NO

16. Site compatibility certificates for infrastructure

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

NO



17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO



Note: The following matters are prescribed by section 59(2) of the **Contaminated Land Management Act 1997** as additional matters to be specified in a planning certificate:

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

NO

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

NO

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

NO

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

NO

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

NO



Note: Section 26 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

NO

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

20. Loose-fill asbestos insulation

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

NO

Greg Dyer
Interim General Manager

per

dated 2 May 2017

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

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



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

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

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

WARNING— SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

WARNING— SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

WARNINGS

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

<p>Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas authority Land & Housing Corporation Local Land Services Mine Subsidence Board</p>	<p>NSW Department of Education NSW Fair Trading NSW Public Works Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services Telecommunications authority Transport for NSW Water, sewerage or drainage authority</p>
--	--

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is \$2 million or more, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

DISPUTES

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

AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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 or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
 - if clause 31 applies, the *remittance amount*, and
 - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 - 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 - 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 - 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
 - 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 - 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 - 27.4 If consent is refused, either *party* can *rescind*.
 - 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 - 27.6 If consent is not given or refused –
 - 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 - 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
 - 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 - 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 - 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 - 28.3 If the plan is not registered *within* that time and in that manner –
 - 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 - 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 - 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7* days of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7* days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7* days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgage details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies to contracts made on or after 1 July 2016 but only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.