

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

TERM	MEANING OF TERM	eCOS ID: 37963975	NSW Duty:
vendor's agent	Australian Property Choice 426 Stoney Creek Road KINGSGROVE DC NSW 2208		Phone: 0412800400 Fax: 02 8362 9516 Ref: Abdul Moussalli
co-agent			
vendor	Bill Papadopoulos		
vendor's solicitor	Isler Mihalatos & Associates 3/ 28 Norfolk Avenue Beverly Hills NSW 2209		Phone: 02 8283 8955 Fax: 02 8088 8011 Ref: M:IM: 0269/17
date for completion	42 days after the contract date (clause 15)		Email: marie@islermihalatos.com.au
land	6/ 22 WENTWORTH ST, CROYDON PARK NSW 2133		
(Address, plan details and title reference)	Registered Plan: Lot 6 Strata Plan 9409 6/SP9409		
improvements	<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: 1x split air-conditioning system	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref:
price	\$	Email:
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

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

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

Westside Strata Management, 151 Highland Avenue, Yagoona NSW 2199
Tel: 02 9791 9933 Fax: 02 9790 7799

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 29 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 30 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 31 strata by-laws not set out in legislation
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 32 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 33 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 34 leasehold strata – lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 35 property certificate for neighbourhood property
<input type="checkbox"/> 8 service location diagram (pipes)	<input type="checkbox"/> 36 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewerage service diagram (property sewerage diagram)	<input type="checkbox"/> 37 neighbourhood development contract
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 38 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 39 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 40 plan creating precinct property
<input type="checkbox"/> 13 building certificate given under legislation	<input type="checkbox"/> 41 precinct development contract
<input type="checkbox"/> 14 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 42 precinct management statement
<input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)	<input type="checkbox"/> 43 property certificate for community property
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 44 plan creating community property
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 45 community development contract
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 46 community management statement
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 47 document disclosing a change of by-laws
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 49 document disclosing a change in boundaries
<input type="checkbox"/> 22 clearance certificate	<input type="checkbox"/> 50 certificate under Management Act – section 109 (Strata Schemes)
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 51 certificate under Management Act – section 26 (Community Land)
Swimming Pools Act 1992	Other
<input type="checkbox"/> 24 certificate of compliance	<input type="checkbox"/> 52
<input type="checkbox"/> 25 evidence of registration	
<input type="checkbox"/> 26 relevant occupation certificate	
<input type="checkbox"/> 27 certificate of non-compliance	
<input type="checkbox"/> 28 detailed reasons of non-compliance	

WARNING— SWIMMING POOLS

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

WARNING— SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

WARNINGS

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

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

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

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

DISPUTES

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

AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 10B 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 not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust, or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECV*;
- 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; |
| ECNL | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <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 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.

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.

Conditions of sale by auction

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

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

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

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

The following Special Conditions prevail to the extent of any inconsistencies with the general printed conditions of this contract.

32. Amendments to printed form

The printed form of the contract is amended as follows:

- (a) Page 1 – If there is a land tax charge on the subject property then the Land Tax adjustment box is deemed to be marked “YES” notwithstanding that the Land Tax Adjustment section may be or not be marked “NO”.
- (b) Page 1 - If there is a copy of a lease attached to this contract, then the sale of the property is subject to that lease even if page 1 of the contract states that VACANT POSSESSION is to be given.
- (c) Clause 1 – The definition of “settlement cheque” is to be deleted and replaced with

“an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank that carries on business in Australia or any other cheque authorised in writing by the vendor or the vendors solicitor.”
- (d) Clause 7.1.1 – delete “5% of the price” and substitute “\$1.00”.
- (e) Clause 8.1.1 – delete “on reasonable grounds.”
- (f) Clause 16.5 – delete the words “plus another 20% of that fee”
- (g) Clause 16.8 – deleted in its entirety
- (h) Clause 16.12 – deleted in its entirety
- (i) Clause 23.9 – deleted in its entirety
- (j) Clause 23.18 – deleted in its entirety
- (k) Clause 28 – deleted in its entirety

33. Pre-Contractual Representations Excluded from Contract

This contract constitutes the entire agreement between the vendor and purchaser. The purchaser acknowledges that they have not entered into and are not bound by any collateral or other agreement apart from this contract.

The purchaser acknowledges that no representations, inducements or warranties have been made by the vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The purchaser purchases the property in its existing condition and state of repair.

The vendor is not required to comply with any condition imposed by a competent authority concerning an application made by or on behalf of the purchaser relating to any proposed use or development of the property.

34. Liquidated Damages

If the purchaser does not complete this contract by the completion date then the purchaser must pay to the vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance purchase price of ten per centum (10%) per annum calculated from the day stipulated for completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion. The purchaser shall not require the vendor to complete this contract until such payment is made and the purchaser acknowledges that such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the vendor.

Payment of interest under this clause is an essential term of this contract.

The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

35. Completion

If a party does not complete this contract on the Completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default, a notice to complete, requiring the party in default to complete this contract within 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.

Furthermore, the purchaser agrees to pay as an adjustment on settlement the sum of \$220.00 (inclusive of GST) representing agreed expenses incurred by the vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.

36. Agents Commission Indemnity

The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the vendor against any claim action, suit or demand for agents commission that may be made against the vendor and arising out of completion of this contract and should it be proved that the purchaser was so introduced by such an agent. This clause shall not merge on completion.

37. Building Certificate

The purchaser acknowledges and agrees that:

- 37.1. If a building certificate is not attached to this contract the vendor does not hold a building certificate in respect of the property.
- 37.2. Despite clause 11, if the purchaser applies for a building certificate before completion and the council makes a *work order*, refuses to issue the certificate for any reason or informs the purchaser of work to be done before it will issue the certificate, then:
 - (i) The purchaser must not require the vendor to comply with the *work order*, remedy the reason or do the work; and
 - (ii) The purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because of any matter referred to in or arising out of this special condition; and
 - (iii) The purchaser indemnifies the vendor against any liability, loss, claim, damages, costs and expenses arising from or in connection

with the purchaser applying for a building certificate and any work order notice or requirement of the council arising from that application.

38. Insolvency, death or Bankruptcy

Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate the contract in accordance with clause 9.

If the vendor or purchaser (or any of them) is a natural person and prior to completion dies or becomes bankrupt, the vendor may rescind this contract.

39. Personal Guarantee

The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian Stock Exchange.

- (a) In consideration of the vendor entering this contract at the guarantors request, the guarantor unconditionally and irrevocably guarantees to the vendor:
 - (i) The payment of all money payable by the purchaser under this contract; and
 - (ii) The performance of all the purchasers other obligations under this contract.
- (b) The Guarantor:
 - (ii) 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 or attempted breach or default by the purchaser of its obligations under this contract; and
 - (iii) Must pay on demand any money due to the vendor under this indemnity.
- (c) The guarantor is jointly and severally liable with the purchaser to the vendor for:
 - (ii) The purchaser's performance of its obligations under this contract; and
 - (iii) 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.
- (d) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the guarantor may:
 - (ii) Claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or guarantor to the vendor or liable under a security for money payable by the purchaser or the guarantor; or
 - (iii) Prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (e) The guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendors exercise or attempted exercise of any right under this clause.
- (f) The guarantors obligations are not affected if:

- (ii) The vendor releases or enters into a composition with the purchaser;
 - (iii) A payment made to the vendor is later avoided; or
 - (iv) The vendor assigns or transfers the benefit of this contract.
- (g) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantors obligations under this clause.
- (h) The guarantors obligations under this clause are not released, discharged or otherwise affected by:
- (ii) The grant of any time, waiver, covenant not to sue or other indulgences;
 - (iii) The release (including a release as part of a novation) or discharge of any person;
 - (iv) An arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (v) An extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (vi) Any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (vii) Payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
 - (viii) The winding-up of the purchaser.
- (i) The guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.
- (j) If there is more than 1 guarantor, the obligations and indemnities provided by the guarantor under this clause, apply jointly and severally to each and every guarantor.

signature of director/guarantor 1

signature of director/guarantor 2

40. Deposit Guarantee

- (a) In this contract, "Deposit Guarantee" means the deposit guarantee issued to the vendor at the request of the purchaser to secure payment of the deposit. The Deposit Guarantee must be issued by an Australian Bank or other Australian institution acceptable to the vendor, and be in a form acceptable to the vendor at its sole discretion.
- (b) Subject to the following provisions of this clause, the purchaser is entitled to pay the deposit by way of a deposit guarantee, the delivery of the Deposit Guarantee on or before the date of this contract, to the person nominated in this contract as deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount set out in the Deposit Guarantee to the vendor in cash or by endorsed bank cheque on completion of this contract or at any other time as may be provided for the deposit to be accounted for to the vendor.
- (d) If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid to the vendor by the issuer of the Deposit Guarantee, the purchaser will immediately pay the deposit (or so much of the deposit as has not been paid) to the deposit holder.
- (e) The vendor acknowledges that payment by the issuer of the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under the preceding subclause.
- (f) If the purchaser pays the deposit by way of a deposit guarantee and the vendor, or the vendors solicitor, advises the purchasers solicitor, in writing at any time after exchange of contracts and before completion, that the vendor has exchanged contracts of sale whereby the vendor (or any one of them) is noted as the purchaser the purchaser will allow to the vendor, on completion, the cost to the vendor of obtaining a subsequent deposit guarantee on the vendors purchase.

41. Payment of Deposit by Instalments

In the event;

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has a deposit of less than ten per centum (10%) of the purchase price; and
- (c) The vendor terminates this contract;

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this is right and shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

42. Land Tax

The amount to be apportioned for land tax in accordance with clause 14.4 is the amount of land tax assessed by the Commissioner of Land Tax as payable by the vendor for the property in respect of the land tax year in which completion occurs.

43. **Non-Merger**

The provisions of this contract having application after completion continue to apply despite completion.

44. **Severability**

Unenforceability of a provision of this contract does not affect the enforceability of any other provision

45. **No Obligation to Remove Charges**

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the property for any rate, tax or outgoing and shall be entitled to serve a Notice of Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

46. **Foreign Investment Review Board Approval**

The purchaser warrants that:

- (a) The purchaser (and if more than one than each of them) is ordinarily resident in Australia with the meaning of Foreign Takeovers Act 1975;
- (a) The provision of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this purchaser.

In the event of there being such a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

This warranty shall not merge on completion.

47. **Early Release of Deposit**

Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the deposit paid hereunder on exchange of contracts shall be released to the vendor unconditionally. Should the purchaser breach any term or condition of the contract the deposit is forfeited to the vendor.

48. **Investment of Deposit**

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

49. **Drains Fences Roads**

The purchaser purchases the property subject to and will not make any objection, requisition or claim for compensation nor be entitled to rescind or terminate or delay completion of this contract by reason of the property being affected by any one or more of the following;

- (a) Any stormwater channels, drains, pipes, mains or other installations on or passing over or under the property;

- (b) Any of the fences not being on the correct boundary lines and/or being the subject of any contract or order of any Land Board or Court or other competent authority;
- (c) Roads or reservations for roads traversing the property including the location and area thereof and any discrepancy from their location noted on the title deed.

50. Particulars of Title

Despite clause 4, the particulars of title disclosed in this contract are sufficient for the purchaser to prepare the transfer.

51. Zoning – dual occupancy

The vendor discloses that SEPP28 has been repealed and that some provisions of SEPP27 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

52. Survey Report

If a survey report is attached to this contract the purchaser acknowledges that there is no obligation or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoining the property; and the vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

53. Swimming Pool

If the improvements to the property include a swimming pool the purchaser acknowledges and agrees that:

- 53.1 The purchaser accepts the swimming pool, its surrounds and fencing (if any) in its present state of repair and condition;
- 53.2 The vendor makes no representation or warranty as to whether or not the swimming pool, its surrounds and fencing (if any) comply with the requirements of the Swimming Pool Act, 1992 or the requirements of Council or any other authority.
- 53.3 The purchaser will not, prior to completion, make any application for a certificate under section 24(1) of the Swimming Pools Act;
- 53.4 If Council or any authority issues any notice or an order is made requiring any work done to or in connection with the swimming pool, its surrounds and fencing (if any) then the purchaser must at its own cost carry out all the work necessary to be done;
- 53.5 The purchaser will, on and from completion, do everything (if anything) necessary to be done to ensure that the swimming pool, its surrounds and fencing complies with the Swimming Pool Act 1992.

54. Additional Fees Recoverable by Vendor

- 54.1 The purchaser agrees to pay the vendor \$220.00 (inclusive of gst) on completion by way of a purchaser allowance for each settlement booking that is subsequently cancelled or fails to settle as a result of the purchaser, the purchasers lenders or any other party associated with the purchasers failure to settle. The purchaser acknowledges that this is not a penalty and this payment represents the vendors additional legal fees incurred as a result of the purchasers failure to complete the contract.

54.2 The purchaser agrees to pay the vendor an additional settlement fee of \$66.00 (inclusive of gst) for each settlement that is cancelled, by the purchaser or the purchasers lenders, at the actual time of completion and the purchaser acknowledges that this amount represents part of the vendors losses directly attributable to the purchasers failure to complete and is not a penalty.

55. Requisitions on Title

The purchaser acknowledges that the only form of general requisition on title that the purchaser shall be entitled to raise pursuant to clause 5 shall be in the form attached to this contract.

56. Smoke Alarms

56.1 The vendor does not warrant that any building erected on the land complies with the Environmental Planning and Assessment Regulation 2000 (Regulation) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.

56.2 The purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.

56.3 The purchaser must not make any objection, requisitions or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

57. Section 184 / Section 26 Certificate

This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

- a. The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 109 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- b. The Vendor hereby authorises the Purchaser to apply for the Section 109 Certificate under the Strata Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least five (5) business days prior to completion.
- c. Should the Purchaser fail to procure the Section 109 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with the Special Conditions of the Contract for Sale of Land.
- d. Clauses 23.13, 23.14 and 23.15 are deleted.

58. Inclusions

The purchaser acknowledges and agrees that:

58.1 The vendor does not make any representation or warranty about the

condition, working order or state of repair of the inclusions and the purchaser acknowledges and accepts them in the condition and state of repair as at the date of this Contract.

- 58.2 The vendor is not responsible for any fair wear and tear, mechanical breakdown, loss of or damage to the inclusions (other than wilful damage caused by the vendor) which occurs after the date of this Contract and the purchaser must not delay completion, nor make any requisitions, objections or claims for compensation in relation to these matters.

59. Completion Date

If the completion date stated on the front page of contract is greater than forty-two (42) days, the vendor can elect to require the purchaser to complete this contract prior to the completion date (earlier date) provided that the vendor: -

- (i) must give the purchaser or his/her solicitor/conveyancer at least **two (2)** weeks notice in writing;
- (ii) must not require the purchaser to effect completion any earlier than **six (6)** weeks from the date of the contract; and
- (iii) cannot require the purchaser to complete this contract any later than the completion date.

In the event that the vendor requires the purchaser to complete this contract earlier than the completion date, then the earlier date becomes the completion date for the purposes of this contract.

60. GOODS & SERVICES TAX (GST)

Despite any other provision of the Contract if any goods and services tax or a similar value added tax ("GST") is payable by the Vendor in respect of the sale of the property to the purchaser, then the PURCHASE PRICE WILL BE INCREASED by an amount equal to the GST payable by the Vendor on that increased purchase price ("GST amount").

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/SP9409

SEARCH DATE	TIME	EDITION NO	DATE
16/5/2017	12:30 PM	4	8/10/2009

LAND

LOT 6 IN STRATA PLAN 9409
AT CROYDON PARK
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

BILL PAPADOPOULOS

(T AA404359)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP9409
- 2 AF33204 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 16/5/2017

* 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.

© State of New South Wales through Land and Property Information (2017)

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.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP9409

SEARCH DATE	TIME	EDITION NO	DATE
16/5/2017	12:32 PM	-	-

VOL 12764 FOL 212 IS THE CURRENT CERTIFICATE OF TITLE

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 9409
 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CROYDON PARK
 LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
 PARISH OF CONCORD COUNTY OF CUMBERLAND
 TITLE DIAGRAM SHEET 1 SP9409

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 9409
 ADDRESS FOR SERVICE OF DOCUMENTS:
 22 WENTWORTH STREET
 CROYDON PARK 2133

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
- 3 L48404 EXCEPTING THE 0.23 METRES DIAMETER SEWER PIPE SHOWN IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 200)

STRATA PLAN 9409			
LOT	ENT	LOT	ENT
1	- 18	2	- 16
5	- 18	6	- 16
9	- 16	10	- 17
		3	- 18
		7	- 15
		11	- 16
		4	- 16
		8	- 17
		12	- 17

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 16/5/2017

* 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.

© State of New South Wales through Land and Property Information (2017)

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.

STRATA PLAN No. 9409

Schedule of Unit Entitlement		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
1	18	
2	16	
3	18	
4	16	
5	18	
6	16	
7	16	
8	17	
9	16	
10	17	
11	16	
12	17	
AGGREGATE	200	

David Hill

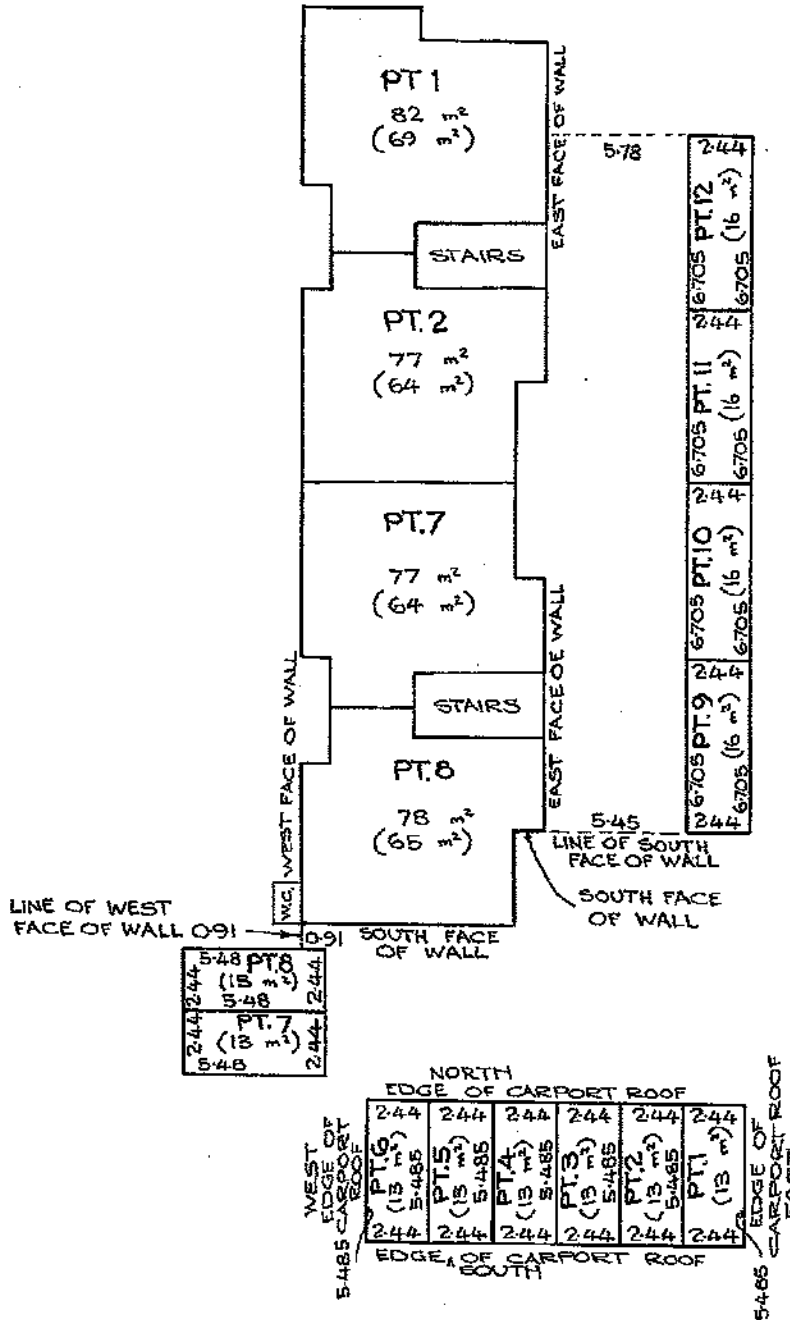
Surveyor

J. B. Whitman

Council Clerk.

STRATA PLAN No. 9409

GROUND FLOOR
 SCALE 1:200



ALL AREAS APPROXIMATE

STRATUM OF THE CAR PARKING SPACES IS LIMITED IN HEIGHT TO 2.44 ABOVE THE CONCRETE DECKING. (UPPER SURFACE)

Neil Phil

Surveyor.

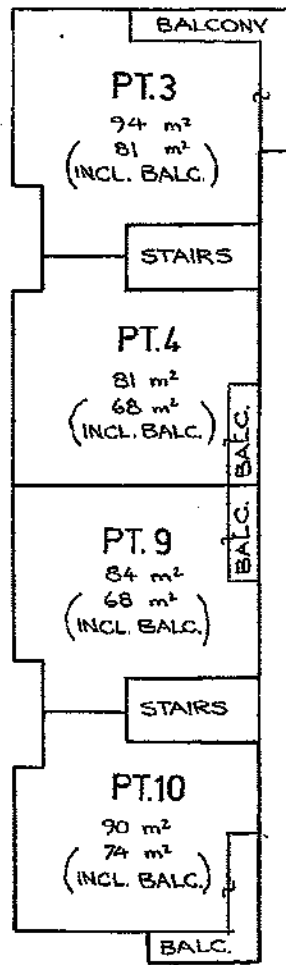
J. B. Whitman

Council Clerk.

STRATA PLAN No. 9409

FIRST FLOOR

SCALE 1:200



Karl Phil

Surveyor

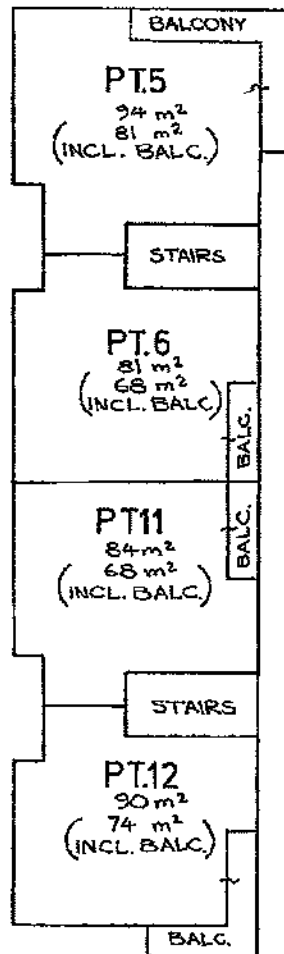
ALL AREAS APPROXIMATE

J. B. Whitman

Council Clerk.

STRATA PLAN No. 9409
SECOND FLOOR

SCALE 1:200



Joel P. Hill
REGISTERED SURVEYOR

ALL AREAS APPROXIMATE
STRATA OF THE CONCRETE BALCONIES
IS LIMITED TO A HEIGHT OF 2.44
ABOVE THE CONCRETE FLOOR,
(UPPER SURFACE)

J. B. Adams
Council Clerk.

RG 2/94

STRATA PLAN No 9409

Annexure to Sheet 7 of 5 Sheets.
Address of Building:
No 22 WENTWORTH ST
CROYDEN PARK
David Clark
Surveyor.

SURVEYOR'S CERTIFICATE.

I, DAVID CLARK of 221 Harris Bush Rd. HAMELSBACH a surveyor registered under the Surveyors Act, 1929, hereby certify that -

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to sub-paragraphs (a) and (b) -

* (a) except in the extent that the building encroaches on a public place;

* (b) eaves and guttering or the building encroachment on land other than a public place, in respect of which eaves and guttering an appropriate easement has been created by registered.

(5) the survey information recorded in the accompanying location plan is accurate.

Signature David Clark * Delete if inapplicable.
Date 7th DECEMBER 1974 * State whether dealing or plan, and quote registered number.

COUNCIL'S CERTIFICATE.

The Council of the ~~City~~ Municipality ~~of~~ CROYDEN having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed strata plan ~~strata plan of subdivision illustrated herein.~~

* Council does not object to the encroachment of the building beyond the alignment of

* This approval is given on the condition that ~~lot(s)~~

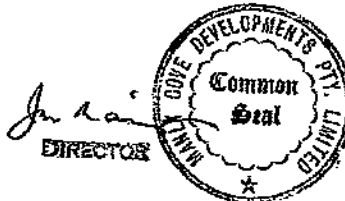
~~is/are~~ subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.

Date 19th DECEMBER 1974
Subdivision No. 7986 Council Clerk J.A. Matthews * Complete, or Delete if inapplicable.

Signatures, seals and statements of intention to create easements or restrictions as to user.

THE COMMON SEAL OF
MANLY COVE DEVELOPMENTS PTY. LIMITED

WAS HERETO APTIXED BY A DIRECTOR
OF THE COMPANY IN THE PRESENCE OF
Secretary SECRETARY



The Colonial Mutual Life Assurance Society Limited, as Mortgagee under Memorandum of Mortgage Registered No.N289860 hereby consents to the registration of the within Strata Plan.

SIGNED in my presence on behalf of THE COLONIAL)
MUTUAL LIFE ASSURANCE SOCIETY LIMITED BY)
CHARLES ROBERT DEANE ACCOUNTANT of the)
Society's New South Wales Branch who is person-)
ally known to me and who is one of the Society's)
duly constituted Attorneys under Power of)
Attorney Registered No.108158 (Attested copy)
filed No.20388) who hereby states that he has)
no notice of revocation of the said Power of)
Attorney at the time of his executing this)
Consent to registration of Strata Plan.)

THE COLONIAL MUTUAL LIFE
ASSURANCE SOCIETY LIMITED
by its Attorney:

X Attorney

Justice of the Peace A Justice of the Peace.

STRATH PLAN N° 9407

Signed and Sealed by the said
Bank of Sydney by its Attorney

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

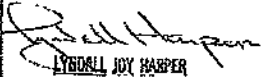
INCORPORATING ANZ BANK AND ESEA BANK

PETER GUY GILBERT

by its Attorney

who is personally known to me.

and I, the said Attorney, state that I have not received
any notice of the revocation of either of the Powers of
Attorney registered in the Office of the Registrar General
Sydney as Nos. 115854 and 117183 Miscellaneous Reg-
ister under which this document is executed.



LYNDELL JOY HARPER
SOLICITOR OF THE TRADE FOR
NEW SOUTH WALES



REGIONAL MANAGER OR SENIOR MANAGER (ENDING FOR THE
TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

K-799218

L 48404

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

Lodged by **REX G. DREW, LL.M., SOLICITOR,**
 Address: **236 LIVERPOOL ROAD, ASHFIELD,**
 Phone No.:

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

i This clause appropriate to let of part of the land in the Mortgage mortgagee shall execute a form charge where transferred to a of or the said land in the C of Title or Grant or is of the land mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____ }
 who is personally known to me. }
 _____ Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No _____ 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-- _____

j Strike out un words. Add a matter neces show that th is effective.

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

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ 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

k To be signed Registrar, Genl Deputy Register General, a Not Public, J.P., or other person before whom a attesting witness appears. Not required if instrument filed signed or acknowledged before one of parties.

SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER <i>29" Dec. donee file</i>	DOCUMENTS LODGED HEREWITH To be filed in 37 pages lodging dealing
Checked by <i>[Signature]</i>	Particulars entered in Register Book, <i>9-7-1968</i> <i>15-9-1967</i>	1. <i>9</i> 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. <i>DEP. R.G. BEN</i> <i>20-9-1968</i>
Passed (in S.D.H.) by <i>[Signature]</i>	at <i>10 AM</i> <i>3 PM</i>	Received Docs. Nos. <i>[Signature]</i> Receiving Clerk
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General	

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>2.6</i>
Draft examined		
Diagram prepared	<i>[Signature]</i>	<i>2-7-68</i>
Diagram examined	<i>[Signature]</i>	<i>27/10</i>
Draft forwarded	<i>[Signature]</i>	<i>27/10</i>
Supt. of Engravers	<i>[Signature]</i>	
Cancellation Clerk	<i>[Signature]</i>	<i>17/10</i>

EXTRA FEES
[Handwritten notes]

Vol. 10834 Fol. 93

Form 1

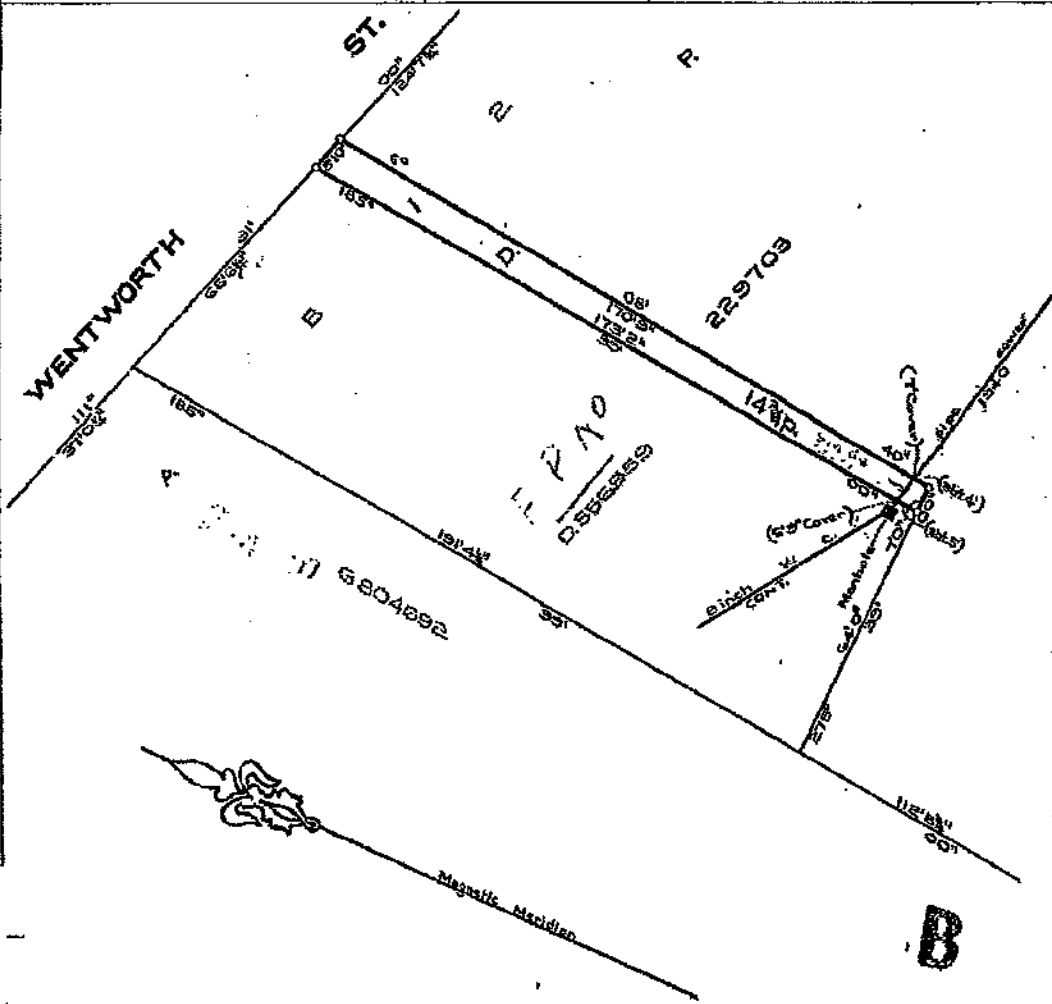
OFFICE USE ONLY

PLAN OF
 Lot 1, D.P. 229703 being the land
 in C.T. Vol.10329 Fol 166

Mun./Shire/City: Canterbury
 Town or Locality: Enfield
 Parish: Concord
 County: Cumberland Scale: 30 Feet to an inch

L48404

Registered _____
 C.A. _____
 Title System _____
 Purpose _____
 Ref. Map _____
 Last Plan _____



WARNING: Plan Drawing only to appear in this space

WARNING: Plan Drawing only to appear in this space

Signatures, Seals and Statements of Intention to dedicate public roads or public reserves or create drainage systems, statements, or restrictions as to uses

This is the plan referred to in Memorandum of Transfer dated 6th day of September 1967 between The Metropolitan Water Sewerage and Drainage Board (Transferor) and Louis Cordal (Transferee)

John Swan Blake

I, John Swan Blake of MWASDB Sydney, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan has been compiled from information in DEEDS and MWSDB records and is accurate, and my information is correct and in accordance with the Surveyors Act, 1929, as amended.

Signature: John Swan Blake
 Surveyor registered under Surveyors Act, 1929, as amended

COUNCIL CLERK'S CERTIFICATE

I hereby certify that—
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans); and
 (b) the requirements of Section 24B of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended,
 have been complied with by the applicant in relation to the proposed _____ (insert "new road" or "addition") set out herein.

Subdivision No. _____
 Date: _____
 Signature: _____
 Council Clerk

NOTE—This part of certificate to be deleted when the application is only for the opening of a new road, or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board.

SW 684866
 011

SURVEYOR'S REFERENCE 246625

Signatures and other (D or C) - Surveyor's date of survey

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

KHOUPT

SEWERAGE SERVICE DIAGRAM

Municipality of *Canterbury*

No. *524660*

SYMBOLS AND ABBREVIATIONS

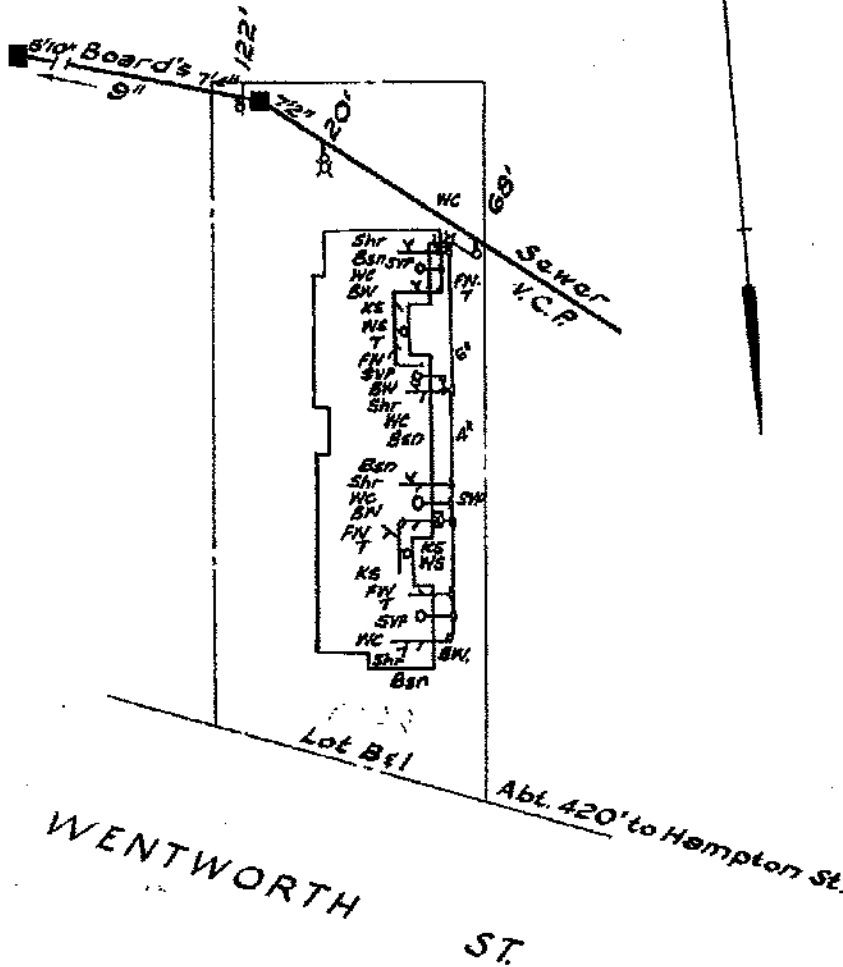
- | | | | |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| <input type="checkbox"/> Pit | <input type="checkbox"/> Cleaning Eye | M.F. Mico Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> Vert. Vertical Pipe | T. Tube | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | <input type="checkbox"/> Y.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input type="checkbox"/> R.S. Reflux Sink | <input type="checkbox"/> 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

BOS 50/261995



WENTWORTH ST.

Abt. 420' to Hampton St.

Lot Bel

RATE No. _____ W.C.s _____ U.C.s _____ 19.____
 SHEET No. *1346* OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
Bth.	Inspector	/ /	Date	HL	Inspector
Shr.			LL		
Bsn.	Examined by	/ /	Outfall		523-044
K.S.			Drainer		
T.	Chief Inspector	/ /	Plumber		1285 126
Ptg.			Boundary Trap		
Dee. Int.					

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.



Campsie Customer Service Centre
137 Beamish Street,
CAMPSIE N.S.W. 2194
DX: 3813 Campsie
Telephone: (02) 9707 9000

Steven Stegfanou & Co.
C/- SAI Global Property Division Pty Ltd
DX 502
MELBOURNE VIC

PLANNING CERTIFICATE

Section 149 of the Environmental Planning and Assessment Act, 1979.

Certificate No: 40707
19 May 2017

Land which Certificate is issued for:

Strata Plan 9409

22 Wentworth Street, CROYDON PARK NSW 2133

**INFORMATION PROVIDED UNDER SECTION 149 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Land which Certificate is issued for:

Strata Plan 9409

22 Wentworth Street, CROYDON PARK NSW 2133

**PART 1:
ENVIRONMENTAL PLANNING INSTRUMENTS**

1.1 Principal Environmental Planning Instrument

Canterbury Local Environmental Plan 2012

Date effective from

1 January 2013

Land Use Zone

ZONE R4 HIGH DENSITY RESIDENTIAL

1. Permitted without consent

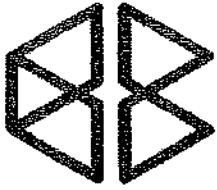
Home occupations

2. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Office premises; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Serviced apartments; Shop top housing; Shops

3. Prohibited

Any development not specified in item 1 or 2



1.2 State Environmental Planning Policies

Note:

The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning (DoP) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the DoP website.

State Environmental Planning Policies:

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 30 - Intensive Agriculture

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Flat Development

No. 71 - Coastal Protection

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy - Building Sustainability Index; BASIX 2004

State Environmental Planning Policy - (Repeal of Concurrence and Referral Provisions) 2004.

State Environmental Planning Policy - (Major Projects) 2005

State Environmental Planning Policy - (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy - (Temporary Structures and Places of Public Entertainment) 2007

State Environmental Planning Policy - (Infrastructure) 2007

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Affordable Rental Housing) 2009

Proposed State Environmental Planning Policies:

State Environmental Planning Policy (Competition) 2010

State Environmental Planning Policy (Coastal Management) 2016

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

1.3 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act
Not applicable.

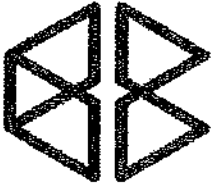
1.4 Development Control Plans.

Canterbury Development Control Plan 2012

Contains detailed design guidelines and development standards for development in Canterbury City.

1.5 Contribution Plans.

Council has in place a Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979.



PART 2: RESTRICTIONS ON DEVELOPMENT

2.1 **Heritage**
Not applicable.

2.2 **Coastal Protection**
There is no notification that the subject property is affected by the provisions of Section 38 or 39 of the Coastal Protection Act, 1979.

2.3 **Mine Subsidence**
The subject land is not within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

2.4 **Road Widening and Road Realignment**
Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

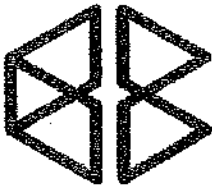
Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

2.5 **Council and Other Public Authority Policies on Hazard Risk Restrictions**
Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

- **Land Slip**
The land is not affected by a policy restriction relating to landslip
- **Bushfire**
The land is not bushfire prone land (as defined in the Act).
- **Tidal Inundation**
The land is not affected by a policy restriction relating to tidal inundation
- **Subsidence**
The land is not affected by a policy restriction relating to subsidence
- **Acid Sulfate Soils**
The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and the Department of Environment and Conservation and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.
- **Unhealthy Building Land**
The land is not affected by a policy restriction relating to Unhealthy Building Land.
- **Any Other Risk**
Not applicable.

- 2.6 Flooding**
Policy Restriction - Flooding (Overland Flow)
Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls due to possible flooding from overland flow.
- Development on the land, or part of the land, for any other purpose is subject to flood related development controls due to possible flooding from overland flow.
- You are advised to contact Councils' City Works Division for more detailed information.
- 2.7 Matters arising under the Contaminated Land Management Act, 1997.**
Not applicable.
- 2.8 Land Reserved For Acquisition**
There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 27 of the Act.
- 2.9 Property Vegetation Plans**
Not applicable
- 2.10 Orders under Trees (Disputes Between Neighbours) Act 2006**
Not applicable
- 2.11 Directions under Part 3A**
Not applicable
- 2.12 Site Compatibility Certificates and Conditions for Seniors Housing**
Not applicable
- 2.13 Site Compatibility Certificates for Infrastructure**
Not applicable
- 2.14 Site Compatibility Certificates and Conditions for Affordable Rental Housing**
Not applicable
- 2.15 Certain Information Relating to Beaches and Coasts**
Not applicable
- 2.16 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**
Not applicable
- 2.17 Biodiversity Certified Land**
Not applicable
- 2.18 Paper Subdivision Information**
Not applicable
- 2.19 Site Verification Certificates**
Not applicable
- 2.20 Loose-Fill Asbestos Ceiling Insulation**
Not applicable



2.21 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 (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

General Housing Code (if in a residential zone)	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Commercial and Industrial (New Buildings and Additions) Code	Yes
Commercial and Industrial Alterations Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

Important Disclaimer: This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.

per **MATTHEW STEWART**
INTERIM GENERAL MANAGER



Enquiry ID 2690261
Agent ID 112176669
Issue Date 31 May 2017
Correspondence ID 1653295582
Your reference B & N
PAPADOPOULOS

SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
S9409/6	Unit 6, 22 WENTWORTH ST CROYDON PARK 2133	\$177 333

There is no land tax charged on the land up to and including the 2017 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

OSR Contact Details



For more information and services on land tax
www.osr.nsw.gov.au/taxes/land



1300 139 816*



Phone enquiries
8:30 am - 5:00pm, Mon. - Fri.

* Interstate clients please call (02) 9689 6200.
Help in community languages is available.

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the tax has been paid
- the Chief Commissioner is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due and the liability had not been detected when the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable or that there is no land tax adjustment to be made on settlement, if the contract for sale allows for it.

Why is the certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner should follow the steps shown on the certificate or contact OSR if no instructions are shown.

You should allow 10 working days to process a request.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate update service at www.osr.nsw.gov.au/taxes/land/clearance or reprocess the certificate through your Client Service Provider (CSP).

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by OSR when assessing land tax.

Details on land tax threshold and rates, as well as the land tax calculator and examples are available at www.osr.nsw.gov.au/taxes/land

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

- 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 and recorded as the owner of the property on the strata roll, free of all other interests.
 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 together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (Act)*.
 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 and the common property is available, that there are no encroachments by or upon the property or the common 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. In respect of the property and the common property:
 - (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) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common 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) If there are any party walls, please 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.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

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.