

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 87170494	NSW DAN:
vendor's agent	BC Property Agents Shop 21, 121 Yala Road, Bangor NSW 2234		Phone: 1300 553 593 Fax:
co-agent	email: bruno@bcproperty.com.au		Ref: B Calfapietra
vendor	NATALIE PATRICIA COWELL		
vendor's solicitor	J S Lukas & Co 39A Majors Bay Road Concord NSW 2137 DX 8581 Burwood		Phone: 02 9736 2544 Fax: 02 9743 5714 Ref: John Lukas
date for completion	42 days after the contract date	(clause 15)	Email: lawyers@jslugas.com.au
land	2/10-12 WEBSTER RD LURNEA NSW 2170 (Address, plan details and title reference) LOT 2 IN STRATA PLAN 76917 2/SP76917		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other:    townhouse		
attached copies	<input checked="" 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 checked="" 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: air conditioner x 1, clothes dryer
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated)  (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

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

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

**Electronic transaction** (clause 30)  no  YES

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

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

**land tax** is adjustable  NO  yes

**GST: Taxable supply**  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)  NO  yes(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

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

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

All Suburbs Strata Managements (ASSM)  
Phone: 02 9600 7000

Shop 3/10-12 Railway Street, Liverpool NSW 2170  
Email: info@assm.net.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## 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.

# SECTION 66W CERTIFICATE

**VENDOR:**

**PURCHASER:**

**PROPERTY:**

I, .....

of .....

Solicitor/Licensed Conveyancer, certify as follows:-

- (a) I am a Solicitor/Licensed Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the property from the Vendor to the Purchaser in order that there is no Cooling Off Period in relation to the Contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor/Licensed Conveyancer acting for the Vendor nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser:-
  - i) The effect of the Contract for the purchase of that property;
  - ii) The nature of this Certificate;
  - iii) The effect of giving this Certificate to the Vendor ie. that there is no Cooling Off Period in relation to the Contract.

**DATED:**

.....

Solicitor/Licensed Conveyancer

## **SPECIAL CONDITIONS**

1. In the event that either party is required to give notice to the other party or require completion of this Contract fourteen (14) days will be deemed to be reasonable and sufficient period for the giving of such notice and in this respect time shall be of the essence of the Contract.

2. The purchaser/s has inspected or has had the opportunity of inspecting the subject property prior to signing this Agreement and is aware of the condition of the property and its state of repair and will accept such property in such condition and state of repair and subject to any existing infestation and decay as to which the vendor makes no warranty.

3. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as ten per cent (10%) interest on the balance of purchase money, computed at a daily rate from the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

4. The vendor discloses that SEPP28 has been repealed and that some provision of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.

5. Despite other provisions of this Clause, if

(a) the deposit agreed to be paid (or actually paid by the Purchaser is less than ten percent (10%) of the purchase price; and

(b) the Vendor becomes entitled to forfeit the deposit actually paid;

the Purchaser will immediately upon demand pay to the Vendor the difference between ten percent (10%) of the purchase price and the amount actually paid (to the extent that a full ten percent (10%) of the purchase price is forfeitable by way of deposit upon default). The provisions of this condition are in addition to and not in substitution for the right of the Vendor under Clause 9.3.2 of the Contract.

6. The purchasers warrant that they were not introduced to the property or to the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in the Contract) and the purchasers shall indemnify the vendor to the extent that this indemnity shall not merge or be extinguished on completion of this Contract against any claim for commission by any real estate agent or other person arising out of any such introduction of the purchasers and against all claims and expenses of and incidental to the defence and determination of any such claim made against the vendor.

7. The parties agree to adjust all outgoings, rates (and land tax if applicable) and all amounts under the Contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly within 5 working days of written notification from either party. This Clause shall not merge on completion.

8. The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 shall be in the form of Requisitions on Title annexed.

9. The parties agree that completion of this Contract shall not take place between and including Thursday, 23 December 2021 and Friday, 14 January 2022. Should the completion date fall within this period the parties agree that completion shall take place on Friday, 21 January, 2022.

10. It is a condition of this contract that the Purchaser if a company must deliver to the vendor a Guarantee in the form of the Directors' Guarantee a copy of which is annexed duly executed by at least two of the Directors or principal shareholders of the Purchaser on the date thereof.

**DIRECTORS GUARANTEE**

**Purchaser:**

**PROPERTY:**

I/We \_\_\_\_\_ (“the Guarantors”)  
being director/s of \_\_\_\_\_ a company  
incorporated in the State of \_\_\_\_\_ (hereinafter called “the Purchasing Company”)  
in consideration of  
 (“the Vendor”) at my/our request agreeing to sell the property described in this Contract  
to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and  
punctual performance by the Purchasing Company of **ALL THE TERMS AND  
CONDITIONS** of the within Contract and do further **COVENANT AND AGREE  
THAT I/WE WILL INDEMNIFY** and keep the Vendor indemnified against any loss  
and damage howsoever arising which the Vendor may suffer in consequence of any  
failure of the Purchasing Company to perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and  
understood as evidence by their signatures hereto the terms and conditions of this  
Contract for Sale in its entirety.

**Signed by** \_\_\_\_\_ )

**In the presence of:** \_\_\_\_\_ )

**Signed by** \_\_\_\_\_ )

**In the presence of:** \_\_\_\_\_ )



**Schedule**

Guarantors:

1. Full Name:  
Address:  
Occupation:

2. Full Name:  
Address:  
Occupation:

IN WITNESS whereof the said Guarantors have hereunto set their hand and seal the  
day of 20

Signed Sealed and Delivered ]  
By the said ]  
In the presence of ] .....

.....  
[Witness]

Signed Sealed and Delivered ]  
By the said ]  
In the presence of ] .....

.....  
[Witness]



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

---

FOLIO: 2/SP76917

---

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/9/2021	9:28 AM	6	5/8/2021

LAND

---

LOT 2 IN STRATA PLAN 76917  
AT LURNEA  
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

---

NATALIE PATRICIA COWELL

(TZ AP904155)

SECOND SCHEDULE (1 NOTIFICATION)

---

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76917

NOTATIONS

---

UNREGISTERED DEALINGS: NIL

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

N.P. COWELL

PRINTED ON 2/9/2021

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Received: 02/09/2021 09:28:32



FOLIO: CP/SP76917

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/9/2021	9:28 AM	4	24/11/2009

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76917  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LURNEA  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP76917

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 76917  
ADDRESS FOR SERVICE OF DOCUMENTS:  
INDEPENDENT UNIT MANAGEMENT  
1ST FLOOR, 227-229 GEORGE STREET  
LIVERPOOL 2170

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
SP76917 KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- 3 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION  
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973  
INCORPORATES DEVELOPMENT LOT 5  
SP80893 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 4 SP80893 RESTRICTION(S) ON THE USE OF LAND
- 5 SP80893 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

-----

STRATA PLAN 76917

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 13	2	- 14	3	- 14	4	- 14
5	- SP80893						

STRATA PLAN 80893

LOT	ENT	LOT	ENT	LOT	ENT
6	- 15	7	- 14	8	- 16

END OF PAGE 1 - CONTINUED OVER

N.P. COWELL

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76917

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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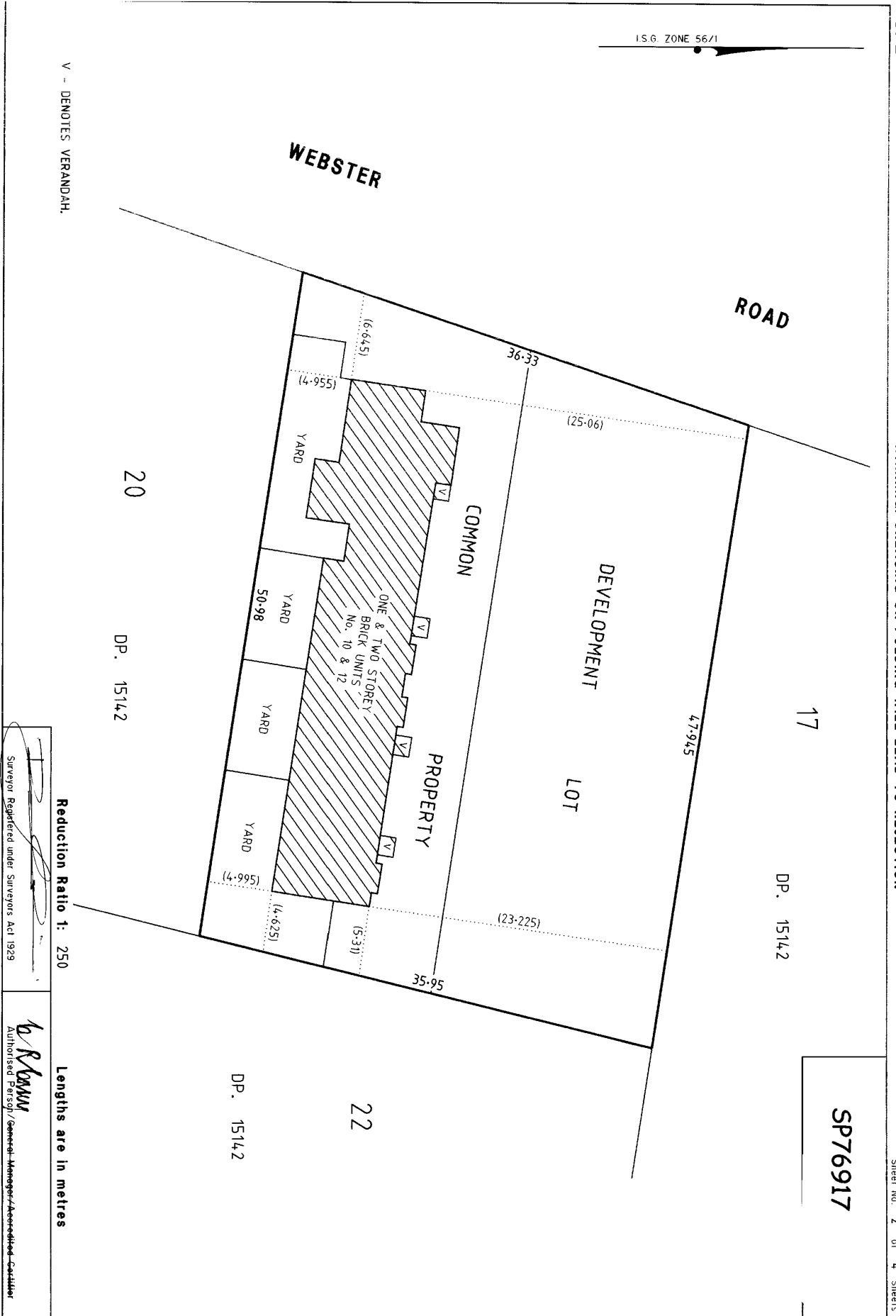




SP2

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets



SP76917

V - DENOTES VERANDAH.

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
SURVEYOR'S REFERENCE: S20193/S1/CHECKLIST

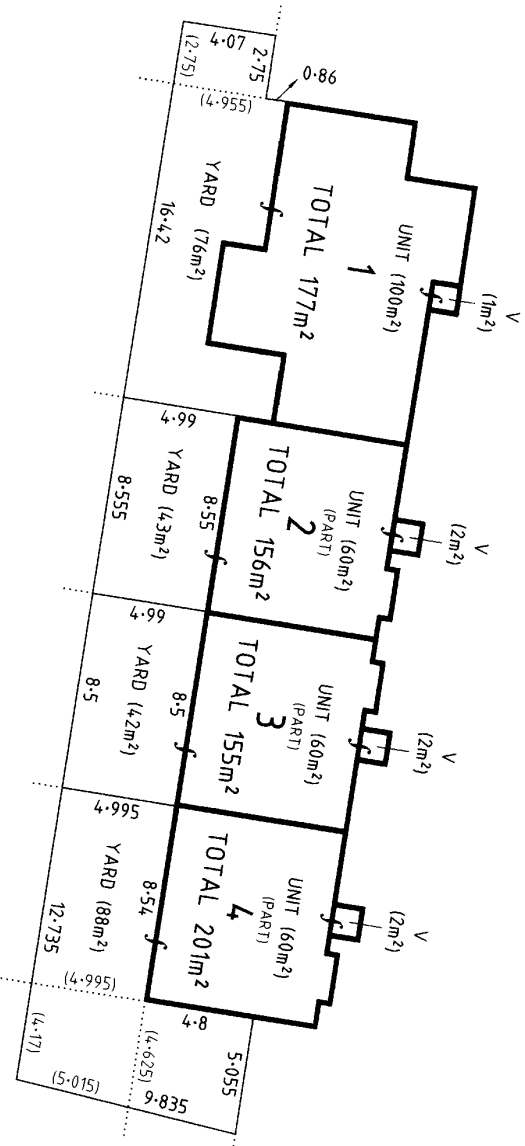
*b. R. Cowell*  
Authorised Person/General Manager/Deputy-Controller

SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

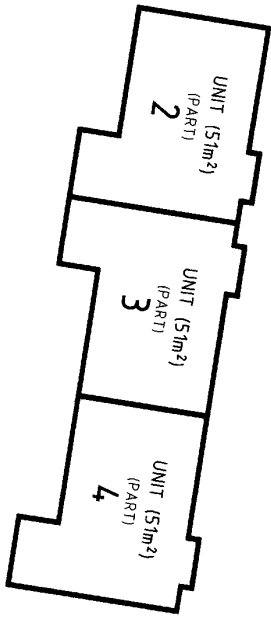
Sheet No. 3 of 4 Sheets

SP76917



GROUND FLOOR

V - DENOTES VERANDAH WHICH IS ROOFED AND HAS A CONCRETE FLOOR.  
 ..... DENOTES LINE OF OUTER FACE OF WALL OR AT RIGHT ANGLES TO THAT LINE.



FIRST FLOOR

THE STRATA OF THE YARDS EXTEND BETWEEN 4m BELOW AND 10m ABOVE THE UPPER SURFACE OF THE FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE:

*N.P. Cowell*  
 Authorised Person/General Manager/Accessioned Controller  
 S20193/SI/CHECKLIST

I.S.G. ZONE 56/1

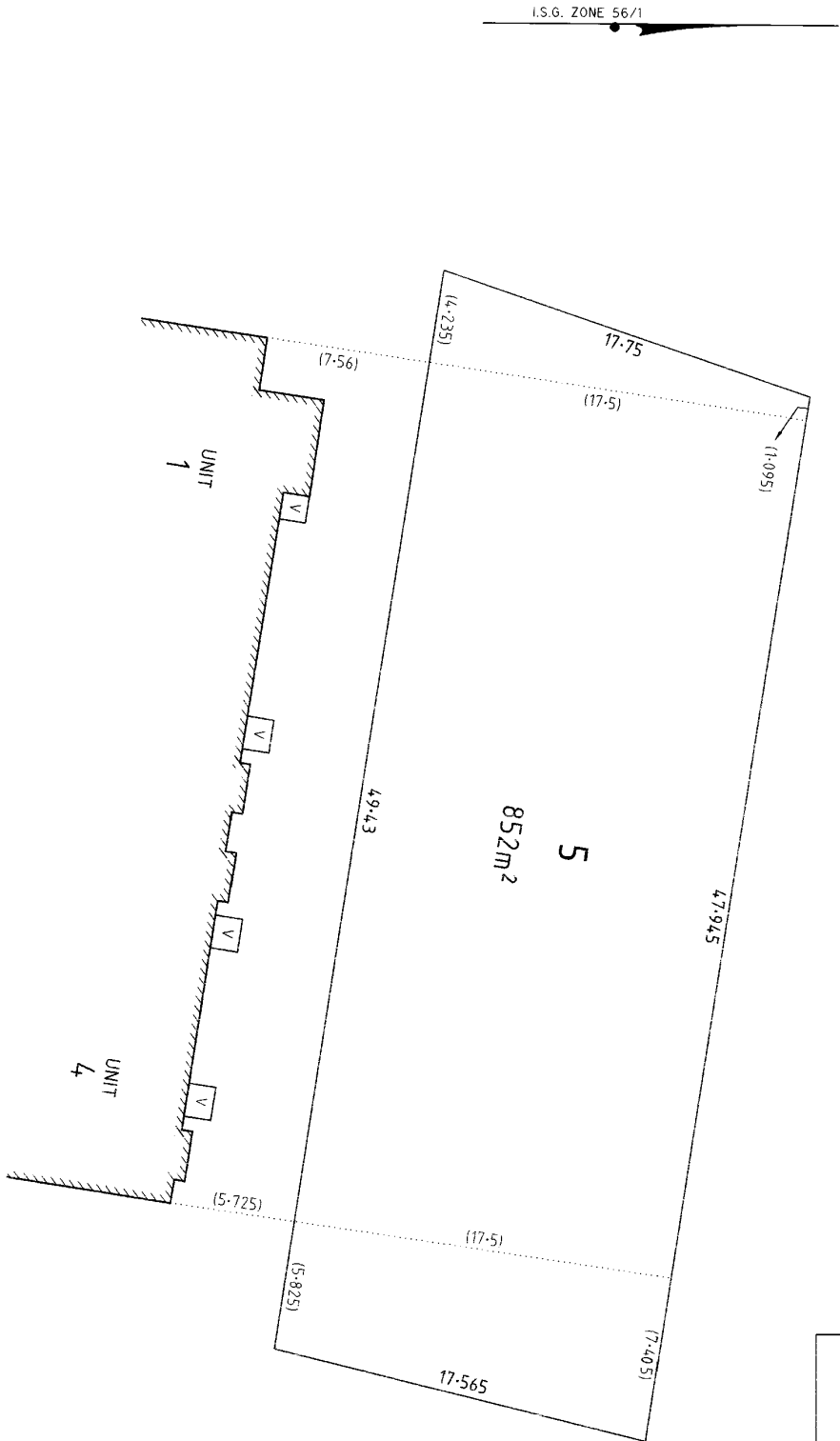
\*OFFICE USE ONLY

SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

S  
 SP76917



..... DENOTES LINE OF OUTER FACE OF WALL OR AT RIGHT ANGLES TO THAT LINE.

V - DENOTES VERANDAH.

THE STRATUM OF LOT 5 EXTENDS BETWEEN 4m BELOW AND 12m ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF UNIT 1.

AREAS ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 Surveyor Registered under Surveyors Act 1923

SURVEYOR'S REFERENCE:

S20193/S1/CHECKLIST

*[Signature]*  
 Authorised Person/General Manager/Assistant Controller

# SP76917

Page 1 of 8 15

Strata Schemes (Freehold Development) Act 1973

**STRATA DEVELOPMENT CONTRACT - Strata Plan No .....**

## **WARNING**

This contract contains details of a strata scheme which is proposed to be developed in two (2) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However, the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive of the owners corporation, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

**1. DESCRIPTION OF LAND:** Lot 1819 DP 867274 Local Government Area of Liverpool Parish of St Luke, County of Cumberland, Locality of Lurnea

**2. DESCRIPTION OF ANY LAND TO BE ADDED TO THE SCHEME**

No other land is to be included in this development

**3. DESCRIPTION OF DEVELOPMENT LOTS**

Lot 5 is a development lot.

# SP76917

Page 2 of 8 15

## 4. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS

### (i) Warranted development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

### (ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development not subject to a warranty" in the contract.

### (iii) Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear, and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service (and any other service prescribed by the regulations) used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

# SP76917

Page 3 of 8 15

## **(iv) Standard of development**

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping roadways and paths; and
- the heights of buildings, other structures and works and the density of development,
- in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

## **(v) Unauthorised use of the parcel**

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract, or
- to such other extent as may be specified in the contract.

## **(vi) Restoration of common property**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

## **(vii) Restoration of development lot**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

# SP76917

Page 4 of 8 15

## **(viii) Additional covenants for vertical staged development**

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to the occupiers of the parcel by the carrying out of permitted development or otherwise; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity (that complies with the regulations) with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

## **5. WARRANTED DEVELOPMENT**

### **STAGE 1**

#### **(i) Description of development**

Staged strata subdivision of Lot 1819 DP 867274 consisting of one development lot (Lot 5) and FOUR (4) units (Lots 1, 2, 3 and 4) being completed one and two storey brick units to be used for residential purposes.

#### **(ii) Common property amenities**

(a) Common property will be provided in this stage. Landscaping, driveways, manoeuvring areas and visitor car spaces are to be provided in this stage.

#### **(iii) Schedule of Commencement and completion**

These Four residential units together with common property are already constructed.

#### **(iv) Schedule of lots**

- Lot 1 Single Storey brick residential unit with yard
- Lot 2 Double Storey brick residential unit with yard
- Lot 3 Double Storey brick residential unit with yard
- Lot 4 Double Storey brick residential unit with yard
- Lot 5 Development Lot

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## **(v) Working Hours**

There is no work to be done in this stage.

## **(vi) Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development.**

This stage involves the subdivision of existing residential units and there is no construction or matter affecting entry, exit, movement and parking of vehicles. Common property created in this stage will not be used for the storage of building materials, equipment or machinery for use in the construction of subsequent stages.

## **(vii) Landscaping**

This stage does not involve any landscaping works. Landscaping has been completed in accordance with Development Approval 2667/02 issued by Liverpool City Council and as certified by subdivision certificate dated 10 June, 2004.

## **(viii) Schedule of Materials and finishes**

There are no materials and finishes to be used in this stage.

## **(ix) Vertical staging**

There will not be any vertical staging in this development.

## **(x) Contribution to Common property expenses**

The developers liability for expenses relating to the use or maintenance of the common property is to be determined by the unit entitlement.

## **(xi) Proposed By-laws, Management agreements, covenants easements or dedications**

The Residential Model By Laws will apply to this development

## **6. AUTHORISED DEVELOPMENT**

Development that the developer is permitted to carry out but not compelled to carry out



# SP76917

Page 6 of 15

## STAGE 2

### (i) Description of development

Construction of an additional three (3) two storey brick units in accordance with the concept plan attached as annexure "A" and the further strata subdivision of those units in accordance with the draft plan of subdivision attached as annexure "B".

### (ii) Common property amenities

Common property will be provided in this stage. Landscaping will be carried out in accordance with the Landscaping Plan approved by Liverpool City Council. Additional carparking, manoeuvring areas, driveways, and landscaping will be installed to the new common property areas.

### (iii) Schedule of Commencement and completion

The construction of the units in this stage has commenced on the development lot and is anticipated to be complete by July of 2006.

### (iv) Schedule of lots

- Lot 6 Double Storey brick residential unit with yard
- Lot 7 Double Storey brick residential unit with yard
- Lot 8 Double Storey brick residential unit with yard

### (v) Working Hours

In accordance with the requirements of Liverpool City Council Construction work is only permitted between the hours of 7 am. and 6 pm Monday to Friday and 8 am to 1pm on Saturday with no work on Sundays or Public Holidays.

### (vi) Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development.

The construction of this stage will rely on the roadway and driveway areas created in the previous stage. These areas will be used for both vehicular and pedestrian access by the construction workers, delivery vehicles, plant and machinery and consultants during the course of construction. Common property created in this stage will not be used for the storage of building materials, equipment or machinery for use in the construction of subsequent stages.

# SP76917

Page 7 of 8 15

## **(vii) Landscaping**

At the completion of the building works for this stage the courtyards and common property will be landscaped in accordance with the approved landscaping plan approved by Livepool City Council. The driveways and visitors parking facilities will be constructed and sealed in accordance with the Engineering and stormwater hydraulic plans.

## **(viii) Schedule of Materials and finishes**

Walls to be masonry face brick ;

Glazing. residential aluminium framed glazed to Australian BCA standard;

Roofing- concrete/terracotta tiled to Australian BCA standard;

Wet areas tiled and finished to Australian BCA standards;

## **(ix) Vertical staging**

There will not be any vertical staging in this development.

## **(x) Contribution to Common property expenses**

The developers liability for expenses relating to the use or maintenance of the common property is to be determined by the unit entitlement.

## **(xi) Proposed By-laws, Management agreements, covenants easements or dedications**

The Residential Model By Laws will apply to this development

## **7. Date of conclusion of development scheme**

The development scheme must be completed within ten (10) years from the date of registration of this contract.

## **8. Concept plan**

Annexure A contains a floor plan and layout of the site showing all of the existing and proposed buildings.

Annexure B contains a draft plan of strata subdivision which is proposed for stage 2.

# SP76917

Page 8 of 8 15

## 9. Signatures, Consents, Approvals

Executed by La Primose  
PTY LIMITED  
ACN NUMBER: 075 243 953

Signature/Seal of developer.....

*N.A.O.A. Pelizzetti*  
N.A.O.A. PELIZZETTI  
DIRECTOR

*Charlie Pelizzetti*  
CHARLIE PELIZZETTI  
DIRECTOR

## Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot

St George Bank Limited ACN 055 513 070  
By its Attorney under Power of Attorney  
Registered Number 20 Book 4115

Attorney

Name:

*Chris Smith*  
CHRIS SMITH  
SUPERVISOR

Position:

Who is personally known to me

Signature

Certificate of Approval

*Steve Wood*  
4-16 Montgomery Street Kogarah

it is certified:

(a) that the consent authority has consented to the development described in Development Application No. 2667/02 dated 16 September, 2002, Development Application 945/04 dated 11 February, 2004 and Development Application 946/04 dated 11 February, 2004.

(b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:

- (i) any condition subject to which the consent was granted; and
- (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent.....

Date: 6 February, 2006

Execution of consent authority.....

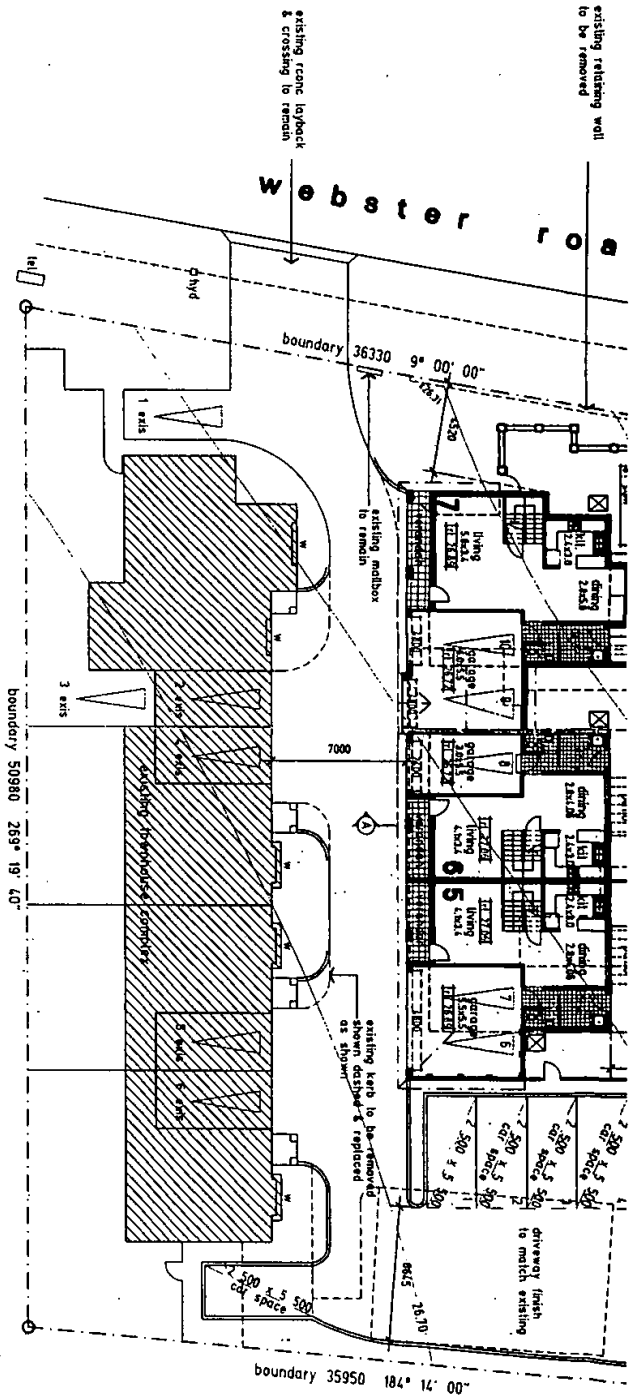
*P. Rooney*  
Authorised Person  
Liverpool City Council

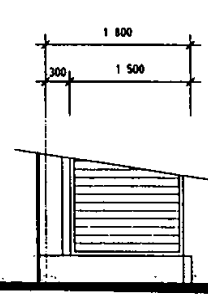
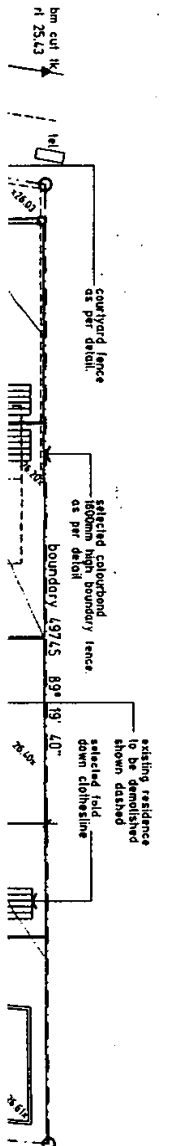
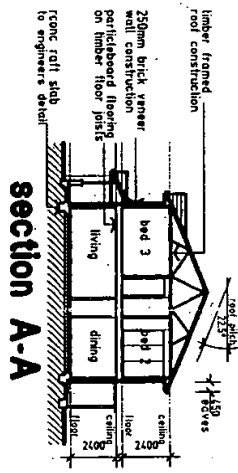
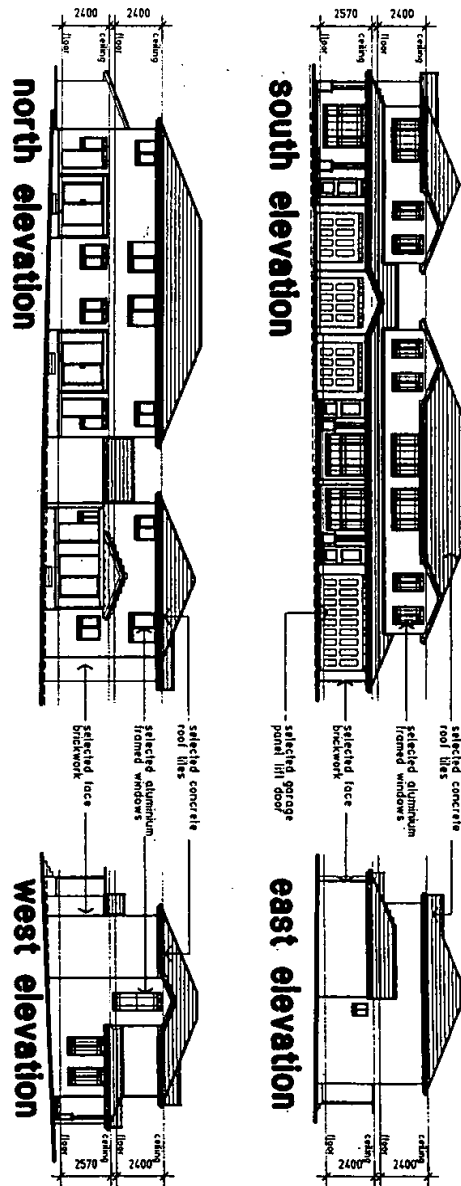
REGISTERED  AC 1.5.2006

SP76917

**PROPOSED MEDIUM DENSITY DEVELOPMENT**  
**No. 10 & 12 Webster Rd, LURNEA**  
**for: LA PRIMROSE**

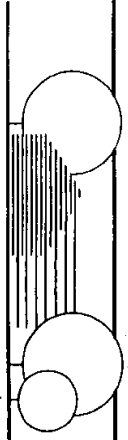
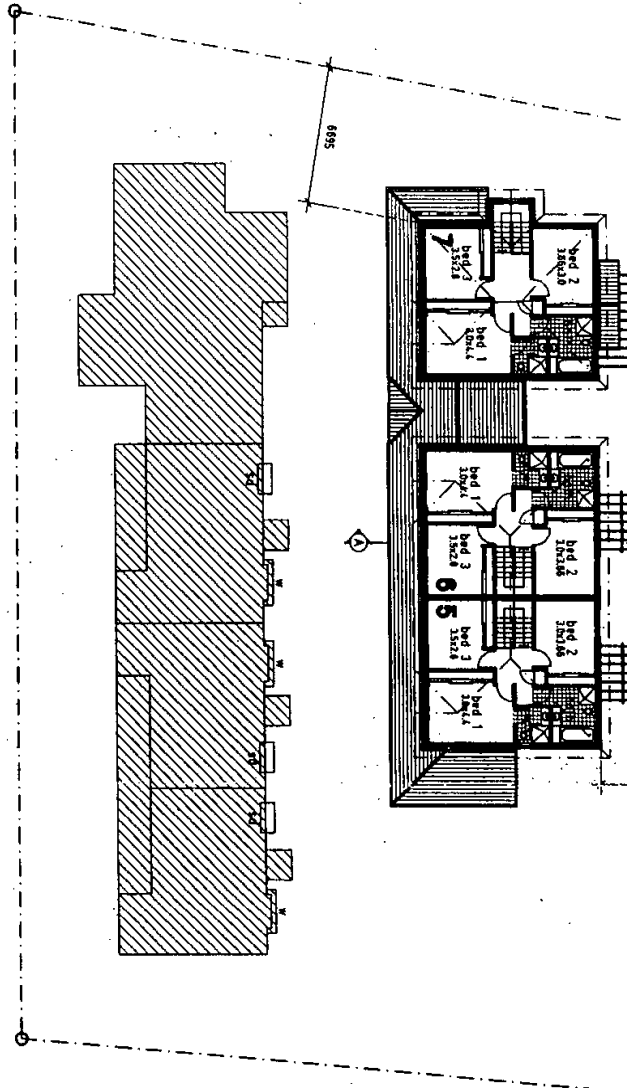
- site & ground floor plan**
- unit 5. floor area 53sqm  
(excluding garage area 327sqm)
  - unit 6. floor area 53sqm  
(excluding garage area 182sqm)
  - unit 7. floor area 67sqm  
(excluding garage area 366sqm)





SP76917

- first floor plan**
- unit 5.** floor area 63sqm (excluding stair area 5sqm)
  - unit 6.** floor area 63sqm (excluding stair area 5sqm)
  - unit 7.** floor area 66.5sqm (excluding stair area 5sqm)

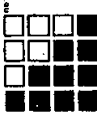


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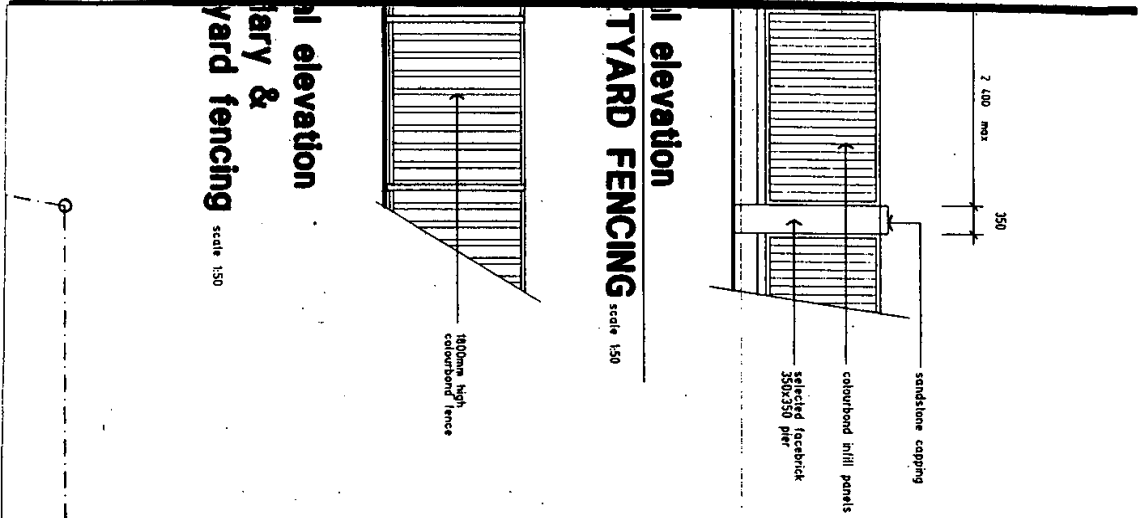
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date: April, 2002.

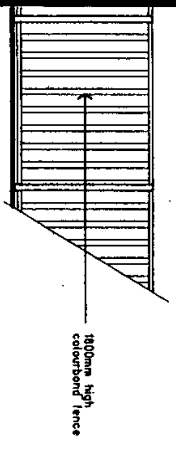
M O S C D  
 P S E R F O S  
 P A R T N E R S H I P P T Y L T D  
 suite 128 belmore st, west, 27th precinct 214 (nr 27/280) 638 650 002 548 519 QLD: mppl@mosc.com.au



# SP76917



**1 elevation**  
**TYARD FENCING**  
 scale 1:50

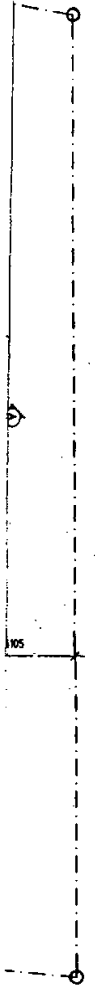


**2 elevation**  
**tyard & yard fencing**  
 scale 1:50

<b>data:</b>	
<b>site area</b>	771 m <sup>2</sup>
<b>existing</b>	3 x 3bed townhouses 1 x 2bed villa
<b>proposed</b>	3 x 3bed townhouses 7 units in total
<b>carparking</b>	2/per 3 bedroom unit 15/per 2 bedroom unit visitors 1 space \ 4 units total required existing spaces 6.0 proposed spaces 16.0 total provided 16.0

**note:**  
 all boundary dimensions and areas  
 are subject to final survey

<b>legend</b>	
	existing building to be demolished
	trees to be removed
	trees to be retained
	existing fill
	proposed fill
	garbage bin storage







\*OFFICE USE ONLY

Sheet No. 2 of 3 Sheets

STRATA PLAN

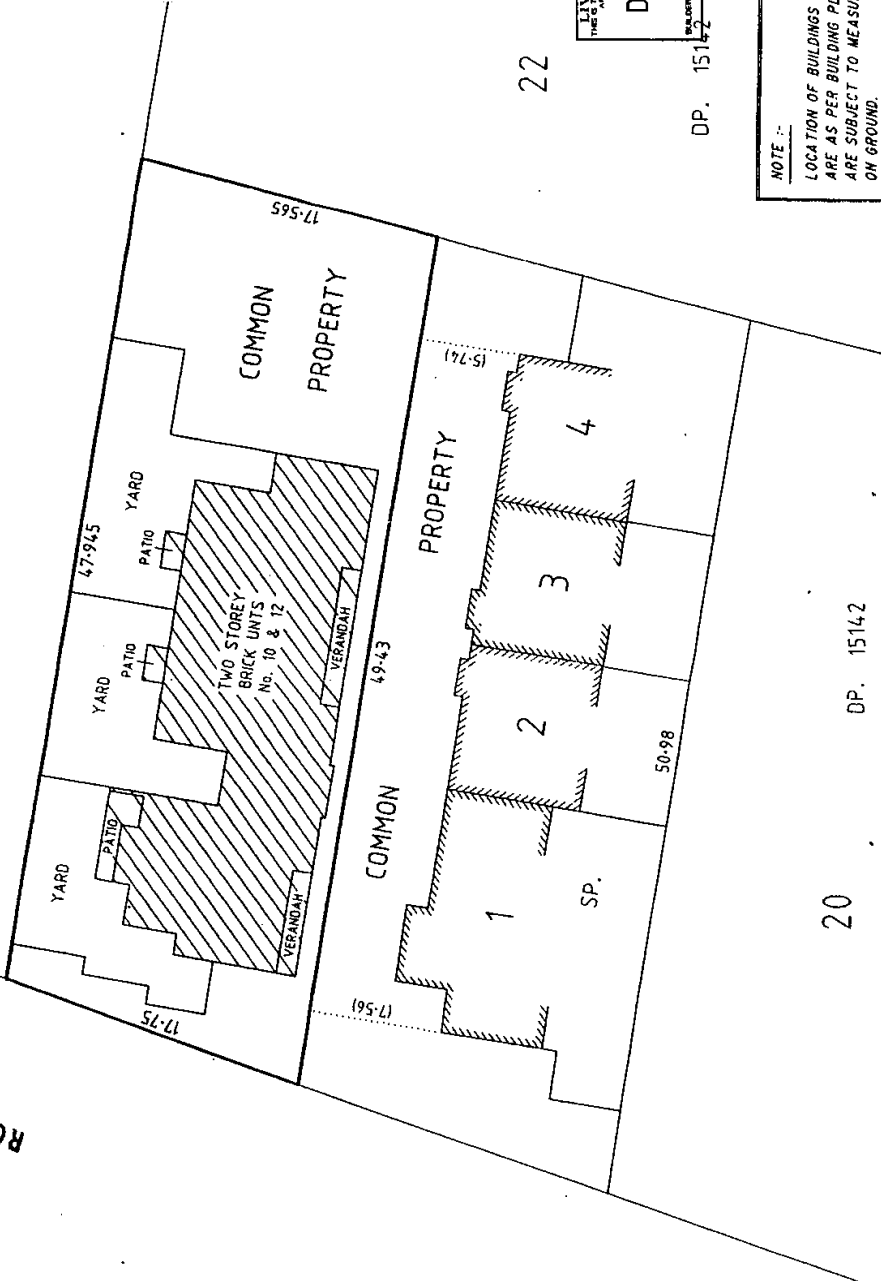
SP76917

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

17

DP. 15142

ROAD



WEBSTER

22

SYDNEY CITY COUNCIL  
 THE SYDNEY LOCAL GOVERNMENT  
 APPLICATION NO. DA 945/04  
 BUILDERS INSURANCE HAS BEEN PAID WHERE APPLICABLE

DP. 15142

NOTE :-  
 LOCATION OF BUILDINGS AND YARDS  
 ARE AS PER BUILDING PLANS AND  
 ARE SUBJECT TO MEASUREMENTS  
 ON GROUND.

20

DP. 15142

Lengths are in metres

Reduction Ratio 1: 250

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: S20193/S2/CHECKLIST  
 Authorised Person/General Manager/Accredited Certifier

SP2



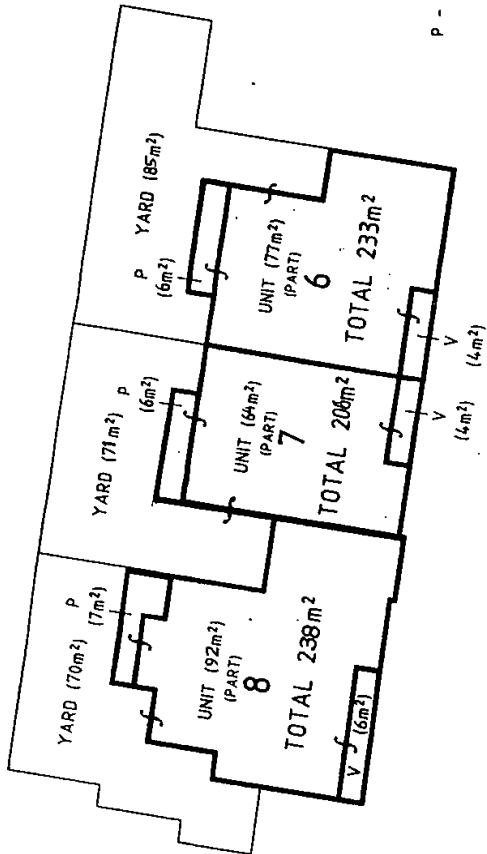
Sheet No. 3 of 3 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP2

CITDATA

SP76917



GROUND FLOOR

P - DENOTES PATIO WHICH IS ROOFED AND HAS A CONCRETE FLOOR.

V - DENOTES VERANDAH WHICH IS ROOFED AND HAS A CONCRETE FLOOR.

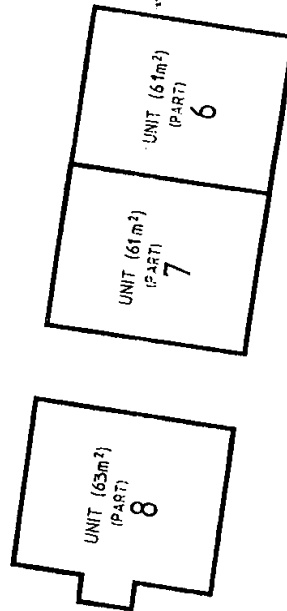
..... DENOTES LINE OF OUTER FACE OF WALL OR AT RIGHT ANGLES TO THAT LINE.

THE STRATA OF THE YARDS EXTEND BETWEEN 4m BELOW AND 10m ABOVE THE UPPER SURFACE OF THE FLOOR OF UNIT 1 ON SP.

AREAS ARE APPROXIMATE ONLY.

DA 945/04  
 BUILDERS INSURANCE HAS BEEN PAID WHERE APPLICABLE

NOTE:  
 LOCATION OF BUILDINGS AND YARDS ARE AS PER BUILDING PLANS AND ARE SUBJECT TO MEASUREMENTS ON GROUND.



FIRST FLOOR

Reduction Ratio 1: 200 Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
 Authorised Person-General Manager/ Accredited Surveyor  
 SURVEYOR'S REFERENCE: S20193/S2/CHECKLIST

SP1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA CERTIFICATE

Name of Council: **LIVERPOOL**  
 being satisfied that the requirements of the Strata Schemes (Financial Development) Act 1973 or Strata Schemes (Leasable Development) Act 1986 have been complied with, approves of the proposed:

\* A strata plan of subdivision.  
 illustrated in the annexure to this certificate.  
 \* The proposed subdivision is consistent with a validly obtained development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.  
 \* The strata plan of subdivision is part of a development scheme.  
 \* The strata plan of subdivision is consistent with the applicable conditions of any development consent in force that the plan gives effect to the stage of the strata development to which it relates.  
 \* Council does not object to the encroachment of the building beyond the alignment of the street.

\* The accepted Certificate is subject to the building complying with a relevant development consent in force and to the consent.  
 \* This approval is given on the condition that use of rights, including rights relating to the use of land, shall not be exercised in a way that is inconsistent with the purposes of the Act and the human occupation of a lot or proposed lot.  
 \* The strata plan of subdivision is the subject of a strata scheme concerned on a lot that is in section 29 of the Strata Schemes (Financial Development) Act 1973.  
 \* The strata plan of subdivision is the subject of a strata scheme concerned on a lot that is in section 29 of the Strata Schemes (Leasable Development) Act 1986.

Date: **27-11-2007**  
 Subdivision No.: **95**  
 Approval No.:  
 Approved by: **LIVERPOOL CITY COUNCIL**  
 Authorised Person: **Michael Filio 945704**  
 \* Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

L. ROBERT STEVEN GANGLER  
 P.O. BOX 3070, LIVERPOOL, WESTFIELD 2170  
 a surveyor registered under the Surveyors Act 1920, hereby certifies that:

(1) Each of the requirements of the Strata Schemes (Financial Development) Act 1973 or the Strata Schemes (Leasable Development) Act 1986 has been met.  
 (2) The building encroaches on land (other than a public place) in respect of which an easement or other right of access has been created under section 88B of the Conveyancing Act 1919.  
 (3) The survey information recorded in the accompanying location plan is accurate.  
 Signature: **Robert Gangler**  
 Date: **16-08-2006**

\* Delete if inapplicable.  
 This is sheet 1 of my Plan in **THREE** sheets.  
 \* State whether dealing or plan, and quote registered number.

\* Model by-laws adopted for this scheme: **RESIDENTIAL**  
 \* Keeping of animals: **Option A-D-C**  
 \* Schedule of By-laws in sheets: **filled with pen**  
 \* No By-laws apply.  
 \* Complete, or delete if inapplicable.

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	ENTITLEMENT
1	13
2	14
3	14
4	14
6	15
7	14
8	14

THE AGGREGATE UNIT ENTITLEMENT IS 100

PLAN OF STRATA SUBDIVISION OF LOT 5 SP.76917

L G A : LIVERPOOL Suburb/Locality : LURNEA

Parish : ST. LUKE County : CUMBERLAND

Name of, and \*Address for service of notices on, the owners corporation  
 \* Address required on original strata plan only.  
 THE OWNERS - STRATA PLAN No. 80893  
 No. 10 & 12 WEBSTER ROAD  
 LURNEA 2170

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants, PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 IT IS INTENDED TO CREATE :-  
 1) RESTRICTION ON THE USE OF LAND.  
 2) POSITIVE COVENANT.

Executed by La Primrose Pty Limited ACN 075 243953 pursuant to section 127 Corporations Act 2001 by:

*Nada Pellizzeri*  
 Director  
*Charlie Pellizzeri*  
 Director

St George Bank Limited ACN 055 513 070  
 By its Attorney under Power of Attorney  
 Registered Number 20 Book 4115  
 Attorney: *Matthew*  
 Name: **CRAIG MATTHEWS** *suprv*  
 Position: *suprv*  
 Who is personally known to me  
 Signature  
 Name of Witness: **NESH KANDIC**  
 4-16 Montgomery Street Kogarah



Registered : **15.8.2008**  
 C.A. :  
 Purpose : **SEE CERTIFICATE STRATA PLAN OF SUBDIVISION**  
 Ret.Map : **U8237-324, U9137-114**  
 Lost Plan : **SP.76917**

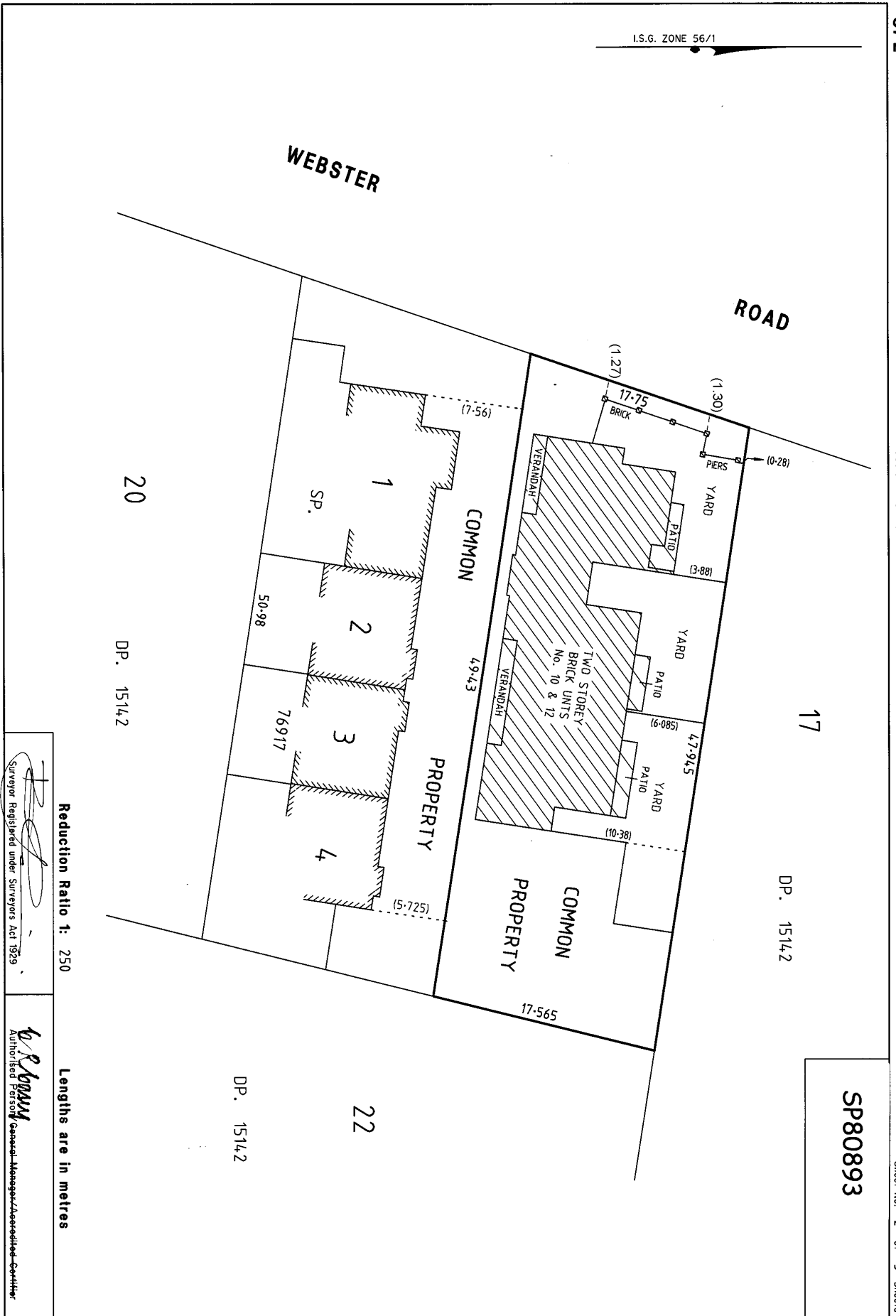
SURVEYOR'S REFERENCE: S20193/S2/CHECKLIST

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SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 3 Sheets



SP80893

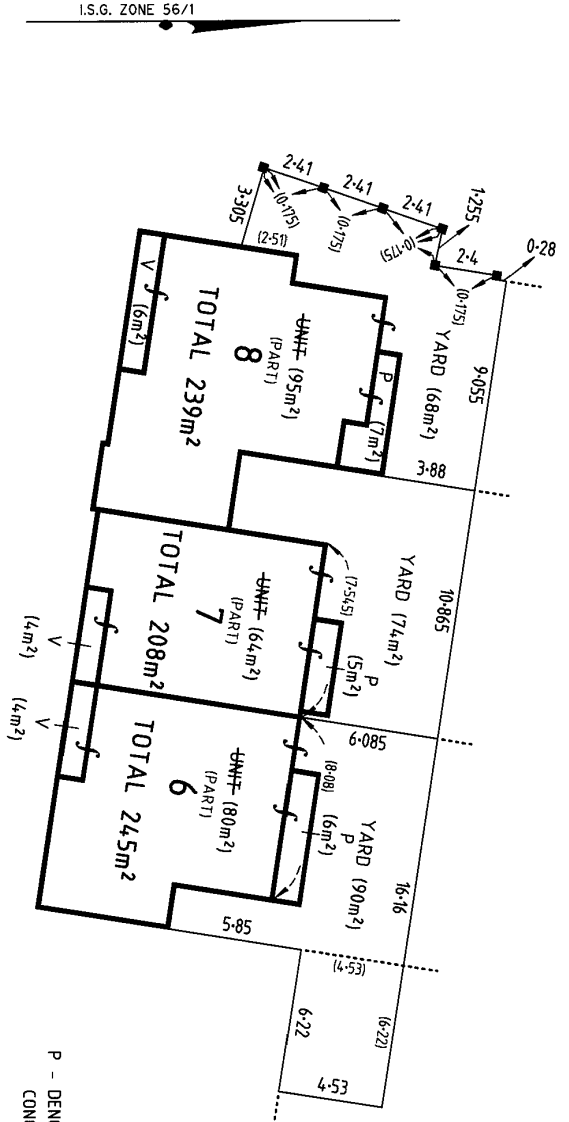
Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: S20193/S2/CHECKLIST

*W. R. Kowal*  
 Authorised Person  
 General Manager - Assessment Centre

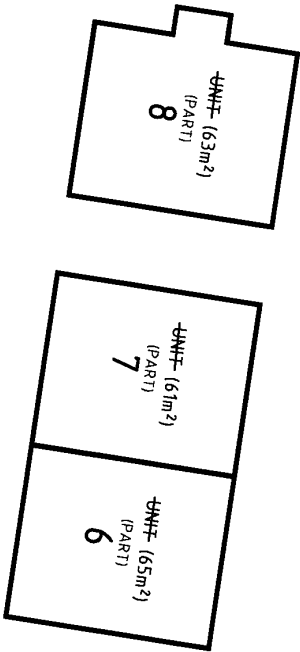
Reduction Ratio 1: 250

Lengths are in metres

SP80893



GROUND FLOOR



FIRST FLOOR

P - DENOTES PATIO AND IS LIMITED IN HEIGHT TO 3m ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED.  
 V - DENOTES VERANDAH WHICH IS ROOFED AND HAS A CONCRETE FLOOR.

..... DENOTES LINE OF OUTER FACE OF WALL OR AT RIGHT ANGLES TO THAT LINE.

THE STRATA OF THE YARDS EXTEND BETWEEN 4m BELOW AND 12m ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF UNIT 1 IN SP.76917 EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 Surveyor Registered under Surveyors Act 1929

*[Signature]*  
 Authorised Person / General Manager / Accredited Geomatics

SURVEYOR'S REFERENCE: S20193/S2/CHECKLIST

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 7(3), STRATA TITLES ACT 1973 AND SECTION  
88B OF THE CONVEYANCING ACT, 1919.**

Plan



**SP80893 B**

(Sheet 1 of 3 sheets)

Strata Subdivision of Lot 5 SP76917  
Covered by Council Clerk's Certificate  
No. **93** of **27-11-2007**

**Full name and address  
of the owner of the land:**

La Primrose Pty Ltd  
ACN 075 243 953  
Unit 3/46 Whyalla Place  
PRESTONS NSW 2170

**Part 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Restriction on the Use of Land	Common Property Each Lot	Liverpool City Council Liverpool City Council
2	Positive Covenant	Common Property Each Lot	Liverpool City Council Liverpool City Council

**Part 2**

Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan:

The Proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system.

Within the land so burdened without the prior written consent of Liverpool City Council.

NAME OF AUTHORITY empowered to release vary or modify terms of Restriction on the use of land firstly referred to in the abovementioned plan.

THE COUNCIL OF THE CITY OF LIVERPOOL.

(Sheet 2 of 3 Sheet)

Plan

SP80893

Strata Subdivision of Lot 5 SP76917  
Covered by Council Clerk's Certificate  
No. 93 of 27-11-2007

**Part 2 (Continued)**

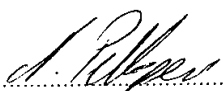
Terms of Positive Covenant secondly referred to in the abovementioned plan.

1. The Registered Proprietor will:
  - (a) Permit stormwater to be temporarily detained by the system.
  - (b) Keep the system clean and free from silt, rubbish and debris.
  - (c) Maintain and repair the system so that it functions in a safe and efficient manner.
  - (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by Council.
  - (e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
  - (f) Not to make any alterations to the system or elements thereof without prior consent in writing of the Council.
  - (g) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
  - (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.
  
2. In the event of the Registered Proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe efficient operations of the system and recover from the Registered Proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

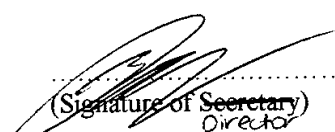
NAME OF AUTHORITY whose consent is required to release the Positive Covenant secondly referred to in the abovementioned plans

THE COUNCIL OF THE CITY OF LIVERPOOL

Executed by La Primrose Pty Limited,  
ACN 075 243 953 pursuant to Section 127(1)  
Corporations Act 2001 and by authority of  
the directors in the presence of:

  
.....  
(Signature Director)

*Nada Pellizzeri*  
.....  
(Name of Director)

  
.....  
(Signature of Secretary)  
Director

*CHARLIE PELLIZZERI*  
.....  
(Name of Secretary)  
Director

(Sheet 3 of 3 Sheet)

Plan **SP80893**

Strata Subdivision of Lot 5 SP76917  
Covered by Council Clerk's Certificate  
No. **93** of **27-11-2007**

**Part 2 (Continued)**

St.George Bank Limited ACN 055 513 070  
By its Attorney under Power of Attorney  
Registered Number 20 Book 4115

Attorney *mate*  
Name: **CRAIG MATTHEWS**  
Position: *supervisor*  
Who is personally know to me  
Signature *[Signature]*  
Name of Witness: **NESH KANDIC**  
4-16 Montgomery Street Kogarah

*N.P.*

*[Signature]*

Approved by the COUNCIL OF THE CITY OF LIVERPOOL ..... *[Signature]* .....

REGISTERED  15.8.2008



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# Strata Schemes Management Regulation 1997

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## Schedule 1 Model by-laws

### Residential Schemes

(Clause 23)

#### 1 Noise

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

#### 2 Vehicles

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

#### 3 Obstruction of common property

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

#### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the

appearance of the rest of the building.

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

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

#### **6 Behaviour of owners and occupiers**

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

#### **7 Children playing on common property in building**

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

#### **8 Behaviour of invitees**

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

#### **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

#### **10 Drying of laundry items**

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

#### **11 Cleaning windows and doors**

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

#### **12 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle

or internal combustion engine.

### 13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

### 14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### 15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or,

in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

## 16 Keeping of animals

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

### Option A

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### Option B

(1)

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

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3)

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

- (a) notify the owners corporation that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

## 17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**18 Change in use of lot to be notified**

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

**19 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

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

**Ref.:** N.P. COWELL:113124  
**Ppty:** 165980

**Cert. No.:** 1041

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 5028288  
**Receipt Amt.:** 133.00  
**Date:** 02-Sep-2021

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

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

**Legal Description:** LOT 2 SP 76917

**Street Address:** 2/ 10-12 WEBSTER ROAD, LURNEA NSW 2170

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

*Note: Commonly Used Abbreviations:*

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



## 1. Names of relevant planning instruments and DCPs

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

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**  
**SEPP No. 50 – Canal Estate Development**  
**SEPP No. 55 – Remediation of Land**  
**SEPP No. 65 – Design Quality of Residential Flat Development**  
**SEPP (Building Sustainability Index: BASIX) 2004**  
**SEPP No. 70 – Affordable Housing (Revised Schemes)**  
**SEPP (Infrastructure) 2007**  
**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**  
**SEPP (Miscellaneous Consent Provisions) 2007**  
**SEPP (State and Regional Development) 2011**  
**SEPP (Education Establishments and Child Care Facilities) 2017**  
**SEPP (Vegetation in Non-Rural Areas) 2017**  
**SEPP (Concurrences and Consents) 2018**  
**SEPP (Primary Production and Rural Development) 2019**  
**SEPP (Koala Habitat Protection) 2019**  
**SEPP (Western Sydney Aerotropolis) 2020**  
**SEPP (Housing for Seniors or People with a Disability) 2004**  
**SEPP (Exempt and Complying Development Codes) 2008**  
**SEPP (Affordable Rental Housing) 2009**  
**SEPP No 19 – Bushland in Urban Areas**  
**SEPP No 21 – Caravan Parks**  
**SEPP No 64 – Advertising and Signage**

Deemed SEPPs\*:

**Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment**

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

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

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

**Liverpool DCP 2008**

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

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

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

**R3 Medium Density Residential - Liverpool LEP 2008**

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

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

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

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing**

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

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

Note: Schedule 1 of an EPI and Clause 53 of the SEPP (Western Sydney Aerotropolis SEPP) 2020 permits certain development which would otherwise be prohibited within a zone. Any clause applying to the land is shown below.



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

**No**

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

**No**

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

**No**

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

**No**

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code and Low Rise Medium Density Housing Code	<b>All</b>	

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

Note: Despite information in the table above, Complying development codes do not apply and certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Western Sydney Aerotropolis) 2020.

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

Nil

#### 4. Coastal protection\*

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

No

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

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

No

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

Not applicable

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

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

No

**5. Mine subsidence\***

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

No

**6. Road widening and road realignment**

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

(a) Division 2 of Part 3 of the Roads Act 1993?\*

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land..

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
-------------	----------------	---

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
<b>Landslip hazard</b>	Western Sydney Aerotropolis DCP 2020	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Western Sydney Aerotropolis DCP 2020	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	<b>No</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	<b>No</b>
	Liverpool DCP 2008	<b>No</b>
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	<b>Yes, see section 10 of Part 1 of the Liverpool DCP 2008</b>

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool Growth Centre Precincts DCP*	No
	Western Sydney Aerotropolis DCP 2020	No
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	<b>Yes</b>
	Liverpool Growth Centre Precincts DCP*	No
	Western Sydney Aerotropolis DCP 2020	No

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

## 7A. Flood related development controls information

(a) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

**No**

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

(b) Is the land, or part of the land, between the flood planning area and the probable maximum flood and subject to flood related development controls?

**No**

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

*Note:*

*Flood planning area has the same meaning as in the Floodplain Development Manual.*

*Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.*

*Probable maximum flood has the same meaning as in the Floodplain Development Manual.*

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

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

No

## **9. Contribution Plans**

**Liverpool Contributions Plan 2018 – Established Area**

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

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

No

For information about what biodiversity certification means if your property is “Yes, certified” or “Yes, non-certified”, please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

### **10. Biodiversity stewardship sites\***

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

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

Is the land a set aside area under section 60ZC of the Local Land Services Act 2013, as notified of the existence of the set aside area by Local Land Services or the public register?

No

### **11. Bushfire prone land**

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

No

### **12. Property vegetation plans\***



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

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

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

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

**No, Council has not been notified of an order**

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

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

**No**

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

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

**No, Council has not been notified of an order.**

### **16. Site compatibility certificates for infrastructure, schools or TAFE establishment\***

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

**No, Council has not been notified of an order**

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

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

**No, Council has not been notified of an order.**

### **18. Paper subdivision information\***

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

No

### **19. Site verification certificates\***

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

No, Council is not aware of a site verification certificate

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

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

No

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

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

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

No

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

No

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

No

### **22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

As per the SEPP (Western Sydney Aerotropolis) 2020, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?



No

(b2) Affected by the Windshear Assessment Trigger Are?

No

(c) Affected by the Obstacle Limitation Surface Are?

No

(d) Affected by the Public Safety Area on the Public Safety Area Ma?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

No

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

## 23. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

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

No

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

**THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979**

**1. Controlled access road**

Does the land have a boundary to a controlled access road?

No

**2. Sewer Access and On-site Management**

Nil

**3. Other Information in Relation to Water Restrictions**

Nil

Note: flooding certificate with level information will be provided only if the response to Section 7A(a) of this Section 10.7(2) Certificate is 'Yes'.

**4. Contaminated Land**

Nil

**5. Airport Noise Affectation\***

Nil

**6. Environmentally Significant Land**

Nil

**7. Archaeological Management Plan**

Nil

**8. Western Sydney Long Term Strategic Corridors\***

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

For more information on the Western Sydney Long Term Strategic Corridors, visit:  
<https://www.transport.nsw.gov.au/corridors>

## 9. Fifteenth Avenue Smart Transit Project

Not Applicable

## 10. Offensive Odour and Rural Land Uses

Nil

## 11. Other Matters

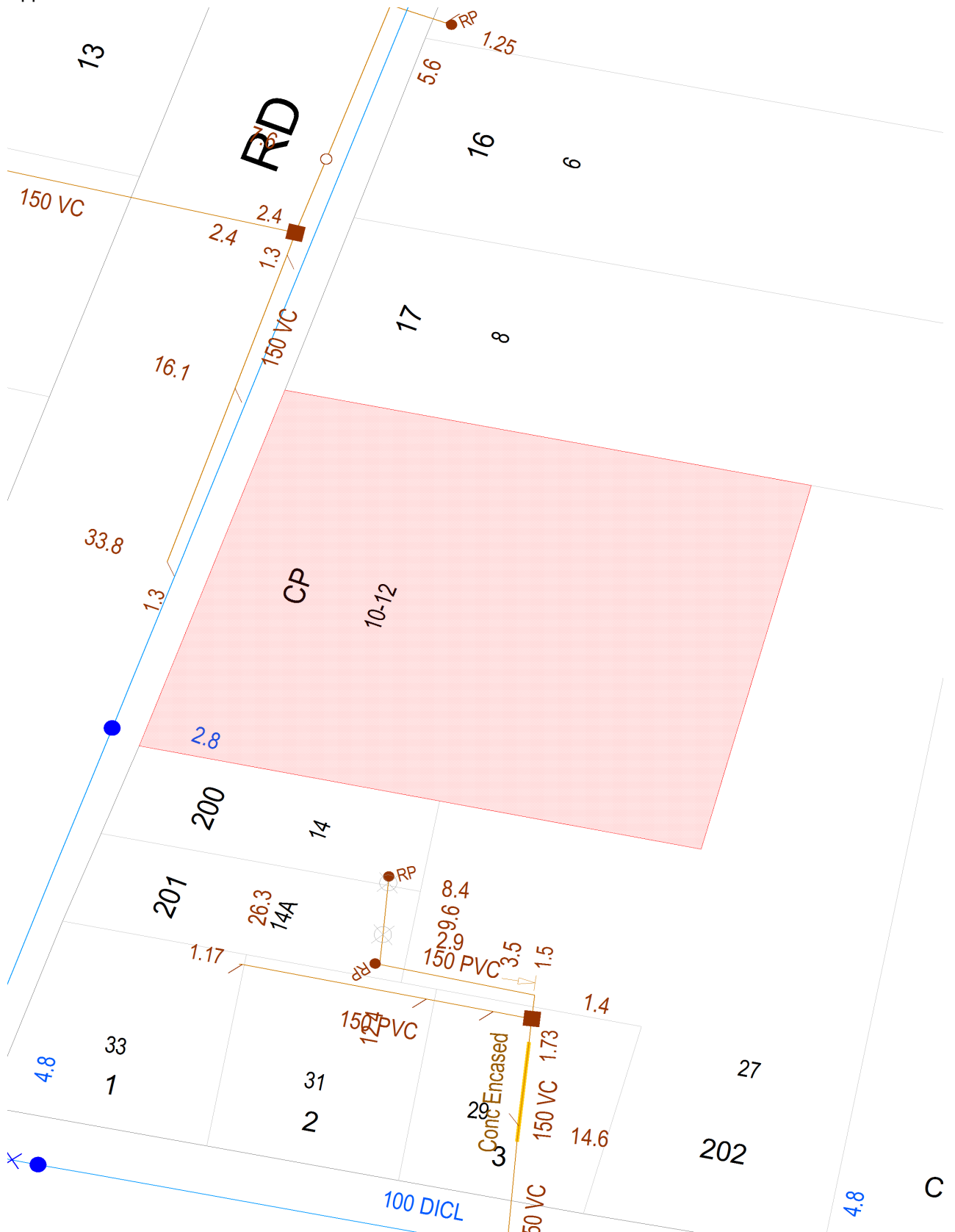
Nil



Eddie Jackson  
Chief Executive Officer  
Liverpool City Council

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

**Service Location Print**  
Application Number: 8001015854



Document generated at 02-09-2021 09:40:59 AM

**Disclaimer**

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8001015853

## SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF LIVERPOOL

Copy of Diagram No. **612454**

INDICATES - DRAINAGE FITTINGS	
■	Manhole
□ Chr.	Chamber
● L.H.	Lamphole
⊠	Boundary Trap
⊕	Inspection Shaft
■ Pit	Pit
⊞ G	Grease Interceptor
⊞	Gully
⊞ P	P. Trap
⊞ R	Reflux Valve
⊞	Cleaning Eye
○ Vert.	Vertical Pipe
IP	Induct Pipe
MF	Mica Flap
Jn.	Junction
● RP	Rodding Point

### SYMBOLS AND ABBREVIATIONS

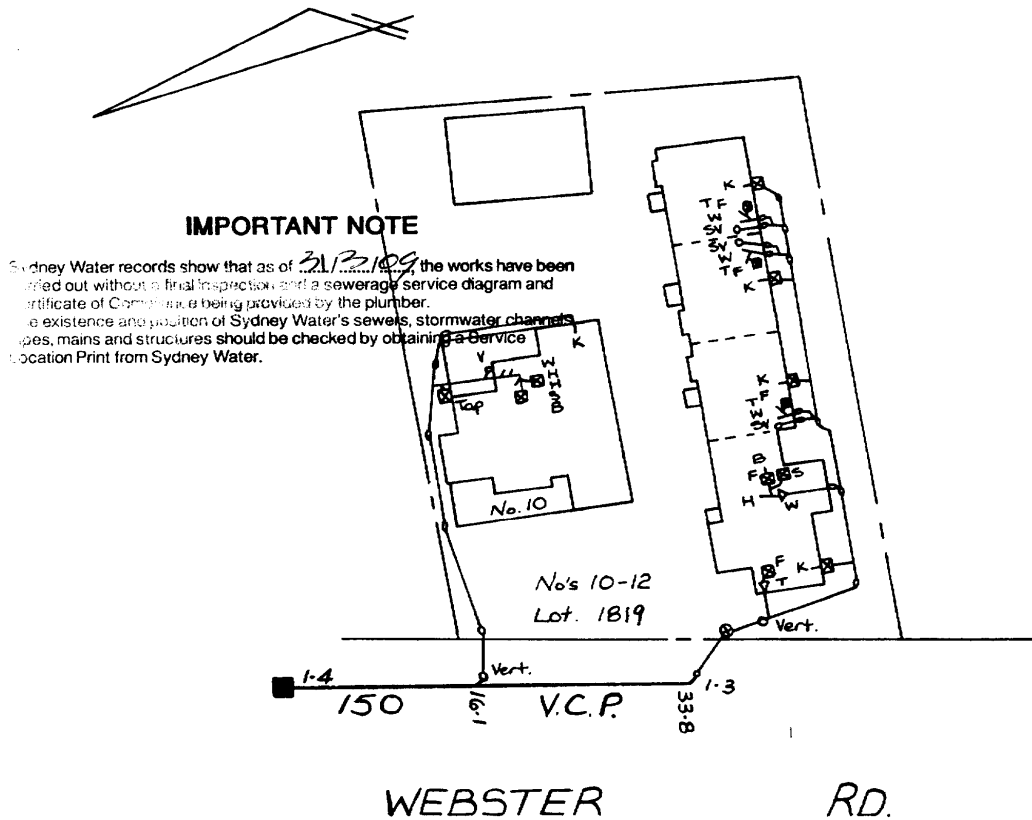


INDICATES - PLUMBING FIXTURES & OR FITTINGS			
CO	Clear Out	⊞ Bid	Bidet
○ V	Vent Pipe	S	Shower
T	Tubs	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
○ SV	Soil Vent Pipe	○ WS	Waste Stack

### SEWER AVAILABLE

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

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



**IMPORTANT NOTE**  
 Sydney Water records show that as of 31/3/09 the works have been completed without a final inspection and a sewerage service diagram and Certificate of Compliance being provided by the plumber. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

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

W.s _____ Ur.s _____ Sewer Ref. _____ Sheet No. <b>6465</b>	DRAINAGE Inspected by Inspector _____ Cert. Of Compliance No. _____ Field Diagram Examined by _____ Tracing Checked by _____	Date of Issue _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap is not required _____	PLUMBING Inspected <input type="checkbox"/> YES <input type="checkbox"/> NO Inspector _____ Cert. Of Compliance No. _____ For Regional Manager _____
--	--	---	---

Connection Date: \_\_\_\_\_

Form 77 644 (A4 No. 1) (April 87) 52/17/44 Water Board Printing Services

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. 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.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.



- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) 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?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. 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 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.
    - (ii) 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?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

**Applications, Orders etc**

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

46. 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**

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.