

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Castle Cove 18 Deepwater Rd, Castle Cove NSW 2069	phone: 02 9417 1234 email: CraigIreson@mcgrath.com.au ref: Craig Ireson, Jack Hellegas
co-agent		
vendor	Elmer Noeline Needham 1 Loorana Street, Roseville Chase, NSW 2069	
vendor's solicitor	Themis & Co Level 17 9 Castlereagh Street Sydney NSW 2000	phone: 02 8021 2508 email: lydia.wei@themisco.com.au ref:
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	1 LOORANA ST ROSEVILLE CHASE NSW 2069 Lot 37 DEPOSITED PLAN 13814 Folio Identifier 37/13814	
improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
Signed by Penelope Ann Floyd Vendor's Attorney under a registered POA BK 4829 NO 530	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by Elmer Noeline Needham in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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*
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☒ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 60

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

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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 th if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
 - 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 *serving* 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 *serving* 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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 *serving* 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 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.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

1 LOORANA ST ROSEVILLE CHASE NSW 2069

SPECIAL CONDITIONS

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 or livestock;
 - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - c) The highest bidder is the purchaser, subject to any reserve price;
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - g) A bid cannot be made or accepted after the fall of the hammer; and
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale and pay the deposit which is equal to 10% of the Contract Price.
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) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
 - a) More than one vendor bid may be made to purchase interest of co-owner;

- b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - c) Before the commencement of the auction, the auctioneer must announce that bids to purchase as executor or administrator may be made by or on behalf of the vendor; and
 - d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following conditions, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
- a) If that amount can reasonably be determined immediately after fall of hammer- before the close of the next business day following the auction; or
 - b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

Unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS

Supplementary to 2022 edition Contract for the Sale and Purchase of Land

Between: ("Vendor")

and: ("Purchaser")

32. Interpretation

In these Additional Conditions, unless the context otherwise requires:

- 32.1 They must be read subject to any rights granted to the Vendor or Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 32.2 In the event of any inconsistency between the Additional Conditions and the printed clauses (numbers 1 to 32 inclusive) of this Contract, these Additional Conditions will prevail.
- 32.3 All headings are for the convenience of reference only and neither form part of the substance of this Contract nor affect the interpretation of any of its provisions, whether express or implied.
- 32.4 The singular includes the plural and conversely. Words importing one gender include all other genders and the word "person" or "party" includes the corporations or any other legal entity.
- 32.5 The words "includes" or "including" in any form or context are not to be taken as a limitation. A party that is a trustee is bound both in that capacity and personally.
- 32.6 If any provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 32.7 This Contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.
- 32.8 The provisions of this Contract having application after completion continue to apply despite completion.

33. Amendments to Printed Clauses

- 33.1 The printed clauses (numbers 1 to 31 inclusive) of this Contract are amended as follows:
 - a) ~~Clause 4.2 is deleted.~~
 - b) Clause 6.1: replace the words contained in the second set of brackets by "(if such error or misdescription substantially and adversely affects the property, the title or anything else)".
 - c) Clause 7.1.1: change "5%" to "1%".
 - d) Clause 7.2.4: delete "and the costs of the Purchaser".

- e) Clause 7.2.6: add “and the amount held and all net interest must be paid to the Vendor forthwith” at the end of this clause 7.2.6.
- f) Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- g) Clause 8.1.2 is amended by deleting the words “and those grounds”.
- h) Clause 10.1: replace line 1 with “The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of –”.
- i) Clause 10.1.8: replace “substance” with “existence”.
- j) Clause 10.1.9: replace “substance” with “existence”.
- k) Clause 10.1.10: insert a new clause 10.1.10 to read as follows: “any claim, grant, notice, order or declaration in connection with native title, land rights, or heritage protection under legislation, the common law or otherwise.”.
- l) Clause 11.2 is deleted.
- m) Clause 14.4: replace “must not adjust surcharge land tax” with “must adjust surcharge land tax”; replace “but must adjust any other land tax” with “and must adjust any other land tax”.
- n) Clause 14.4.2: delete point 1 and point 2.
- o) Clause 14.8: replace “started” with “completed”.
- p) ~~Clause 16.5 is amended by deleting the words “plus another 20% of that fee”.~~
- q) ~~Clause 16.7 is amended by deleting the words “by cash (up to \$2000.00)”.~~
- r) ~~Clause 16.8 is deleted.~~
- s) ~~Clause 16.9 is amended by inserting the words “or Purchaser’s solicitor” after the word “Purchaser” where appearing.~~
- t) Clause 17.3 is deleted.
- u) Clause 20.6.3: replace with “served if it is served on the party’s solicitor, even if the party has died or any of them has died (this clause 20.6.3 also applies to any document in action in connection with Contract including, any writ of summons or other originating process);”
- v) Clause 20.6.5: add “a notice is taken to have been received by fax at the time shown in the transmission report that the whole fax was sent.” at the end of this clause.
- w) Clause 20.10 is amended by deleting the words “attached survey report” and substituting the word “attachments”.
- x) Clause 23.6: delete “and is not disclosed in this contract-”
- y) Clause 23.6.1 is deleted
- z) Clause 23.6.2: insert “before and” before “after”
- aa) Clause 23.13 is deleted.
- bb) Clause 23.14 is deleted. The Vendor authorizes the Purchaser to order Section 184 Certificate.
- cc) Clause 23.17 is deleted.
- dd) Clause 31.2: replace “5 business days” with “1 day”

34. Notice to Complete

- 34.1 If completion does not occur on or before the Completion date (through no default of the Vendor) at any time thereafter, either party (not the party being in default under this Contract) may serve on the defaulting party a notice to complete requiring completion of this Contract by 3.30pm on a specified business day being not less than ten (10) business days ("**Notice Period**") after the date of service of the notice to complete. The parties agree that the Notice Period is sufficient and reasonable in all circumstances and time will be essential for compliance with any notice to complete.
- 34.2 If the Vendor issues a notice to complete, then the Purchaser must pay to the Vendor, as an essential term of this Contract, an amount of \$330 (incl. GST) on completion as compensation for the additional legal expenses that the Vendor incurs for issuing the notice to complete, by separate settlement cheque in this amount drawn in favour of the Vendor's solicitor on actual completion.

35. Interest

- 35.1 In the event that completion does not take place by the Completion date (through no default of the Vendor), the Purchaser shall pay interest on the balance of the purchase price to the Vendor on completion at the rate of 12% per annum from and including the Completion date up to and including the actual date of completion.
- 35.2 Payment of interest in accordance with this clause 35.1 is an essential term of this contract.
- 35.3 Clause 35.1 does not apply if the completion has been delayed due to the fault of the Vendor.
- 35.4 The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete.

36. Death, Incapacity or Bankruptcy

- 36.1 Without affecting any other right of the Vendor, if the Purchaser:
- a) is a corporation and before completion:
 - (i) it enters into a scheme;
 - (ii) it makes any arrangement for the benefit of creditors;
 - (iii) an order is made to wind up the Purchaser;
 - (iv) a liquidator or administrator is appointed in respect of the Purchaser;
 - (v) a mortgagee enters into possession of all or a substantial part of the assets of the Purchaser;
 - (vi) it is deemed by any relevant legislation to be unable to pay its debts; or

- (vii) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the Purchaser;

then the Vendor may terminate this Contract in which event the deposit will be forfeited to the Vendor.

or

- b) is an individual who before completion:

- (viii) dies; or

- (ix) becomes mentally ill;

then the Vendor may rescind this Contract and the provisions of Printed Condition 19 apply.

37. Present Conditions and Warranties

37.1 The Purchaser acknowledges and accepts that:

- a) The property, including all fixtures included in and forming part of the sale, are being purchased in their present condition and state of repair and with all faults and defects (apparent or latent) and subject to any infestation, dilapidation, mechanical breakdown or wear and tear, or infestation by vermin, borers, white ants or otherwise;
- b) The Purchaser acknowledges that it buys the property relying on its own knowledge, inspections and investigations, and enquiries in relation to the property, and does not rely on any warranties or representations made by or on behalf of the Vendor as to:
 - (i) the condition or state of repair of the property (including the fixtures);
 - (ii) as to the fitness for purpose of the whole or any part of the property (including the fixtures);
 - (iii) the use to which the property may be used;
 - (iv) any financial return or income that can be derived from the property;
 - (v) the neighbourhood in which the property is located; and
 - (vi) any rights and privileges relating to the property

other than as expressly set out in the Contract.

37.2 The Purchaser cannot require the Vendor to effect any work or repairs to the property (including the fixtures) either before or after completion except only, and if at all, expressly provided for in the Contract.

37.3 The Purchaser takes title to the Property subject to the existing or proposed water, sewerage and drainage, gas, electricity, telephone and/or other installation or services (if any) and shall not

make any objection, claim or requisition, delay completion, rescind or terminate in respect thereof.

- 37.4 The Purchaser acknowledges and agrees that the terms and conditions set out in this Contract contain the entire agreement between them in relation to the sale or purchase of the property notwithstanding any sales brochures or other documents issued by or on behalf of the Vendor prior to the execution of this Contract.
- 37.5 The purchaser acknowledges that the purchaser accepts the property and any chattels and things included in this contract in their present conditions and state of repair and subject to all defects (if any) whether latent or patent and entirely at the Purchaser's risk in respect of any damage, dilapidation, theft, loss or breakdown of whatsoever nature that may occur to the improvements and said chattels and things forming part of the property between the date of this agreement and the date of completion hereof.
- 37.6 This Clause 37 does not restrict or remove the rights of the Purchaser under any condition or warranty implied into this Contract by any law, if to do so would contravene that law or make any part of this clause void.
- 37.7 No objection, requisition or claim shall be made in respect of, nor shall the Purchaser be entitled to rescind or delay completion of this Contract by reason of any of the matters relating to the property referred to in this Clause 37.

38. Inclusions and keys

- 38.1 The Vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the Inclusions and of any appliance, element, motor, system, chattel or fixtures in the property, and the Purchaser shall accept the same on completion in the same condition as at the date of this Contract. The Vendor need not give formal delivery of the inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the Vendor responsible for any loss or breakdown, malfunction or fair wear and tear occurring to any item referred to in this clause after the date of this Contract.

39. Extension of Cooling off

- 39.1 If the purchaser requests to extension of cooling off, the sum of \$165.00 (GST inclusive) for each instance is payable by the purchaser which amount shall be added by adjustment on completion as a genuine pre-estimate of the additional expenses.

40. Agent Warranty

- 40.1 The Purchaser warrants to the Vendor that it was not introduced to the property or to the Vendor by any agent other than the agent (if any) named in the Contract. The Purchaser indemnifies and agrees to hold and keep indemnified the Vendor against any claim for commission and any costs associated with such a claim arising out of an introduction by an agent other than the agent (if any) named in this Contract of the Purchaser to the Vendor or to the property.
- 40.2 This condition shall not merge on completion.

41. FIRB

- 41.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the Purchaser or to his purchase.
- 41.2 In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.
- 41.3 This condition shall not merge on completion.

42. Credit Code

- 42.1 The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:-
- a) the Purchaser does not require credit in order to pay for the property; or
 - b) if the Purchaser requires credit in order to pay for the property, the Purchaser has obtained approval for such credit on reasonable terms prior to the date of the Contract.
- 42.2 The Purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the settlement date.

43. Building Certificate

- 43.1 Despite anything contained in this Contract or any rule of law to the contrary, the Vendor is not required to do any work or spend any money in relation to the property to make application for or do anything towards obtaining a building certificate under section 149(D) of the Environmental Planning and Assessment Act ("***Building Certificate***").
- 43.2 If the Purchaser desires to obtain a Building Certificate, the Purchaser will apply for it at the Purchaser's own expense. If the relevant Local Council refuses or fails to issue the Building Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not

be a defect in the Vendor's title to the property and the purchaser must take title notwithstanding such refusal or failure or facts.

44. Deposit

- 44.1 Notwithstanding the amount shown for the "Deposit" on the front page of this Contract is less than 10% of the Price, the parties agree that the deposit to be paid by the Purchaser as consideration for the Vendor entering into this Contract is 10% of the Price.
- 44.2 Despite Clause 44.1, if the Vendor accepts on the date of this Contract an amount that is less than the 10% Deposit as part payment thereof, then the balance of the 10% Deposit must be paid as an essential condition of this Contract on completion or on the date that the Vendor otherwise becomes entitled to keep or recover the Deposit.
- 44.3 The Purchaser expressly acknowledges that, notwithstanding any communications from any party and, in particular, from the Vendor's agent (or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the Price to secure the Purchaser's obligations pursuant to this Contract.
- 44.4 Despite Clause 2.9 of this Contract, all interest on so much of the Deposit as is paid and is invested shall be paid to the Vendor on completion or on the date the Vendor otherwise becomes entitled to keep or recover the Deposit. The parties undertake to provide their respective tax file numbers to the depositholder within ten (10) days from the contract date.
- 44.5 If circumstances arise which entitle the Vendor to keep or recover the Deposit:
- a) The Purchaser must immediately pay to the Vendor the unpaid balance of the Deposit; and
 - b) If the Purchaser fails to do so within seven (7) days from the Vendor demanding such payment, the Vendor is entitled to recover from the Purchaser the unpaid balance of the Deposit as a liquidated debit and may exercise such other rights as are available to the Vendor whether at law or in equity.
- 44.6 The Purchaser agrees and acknowledges that by its execution of this Contract, the Purchaser irrevocably authorizes the Vendor's agent to release to the Vendor such part of the deposit moneys as the Vendor shall require to use for the purpose of payment of land tax, deposit, or stamp duty on any piece of real estate that the Vendor negotiates to purchase between the date hereof and the date of settlement hereof.

45. Disclosure

- 45.1 The Purchaser acknowledges and agrees that for the purpose of Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 (NSW), the substance of a matter

shall be deemed to have been disclosed in this Contract if that matter appears in any document or writing attached to this document.

46. Compensation

- 46.1 Notwithstanding anything to the contrary herein contained, the Vendor and the Purchaser hereby expressly agree that any claim by the Purchaser for compensation whether under Clause 7 or otherwise shall be deemed to be a requisition for the purpose of Clause 8 of this Contract.

47. Annexures

- 47.1 Subject to Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017(NSW), the Vendor does not warrant the accuracy or completeness of any documents annexed to this Contract.

48. Original Documents

- 48.1 The Purchaser cannot make any objection, requisition or claim or delay completion if the Vendor is unable to hand over on completion of this Contract the original of any documents, copies of which may have been annexed to this Contract.
- 48.2 Clause 49.1 does not avoid the Vendor's obligation to hand over the original title documents which shall include original Transfer and discharge of mortgage and other documents which are reasonably required by incoming bank and Land Title Office.

49. Cancel/Reschedule Settlement

- 49.1 If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$165.00 (GST inclusive) for each instance is payable by the purchaser which amount shall be added by adjustment on completion as a genuine pre-estimate of the additional expenses.

50. Lodgment by Purchaser of Caveat

- 50.1 Purchaser agrees and warrants that it shall not lodge any Caveat on the title of the subject property prior to completion.

51. Encumbrance

- 51.1 Upon completion the Vendor will hand the Purchaser a proper form of discharge of mortgage or withdrawal of caveat as the case requires in the registerable form in respect of any mortgage or caveat registered on the Title and shall allow the Purchaser the registration fee payable on any such discharge of mortgage or withdrawal of caveat and the Purchaser shall make no requisition or objection requiring the registration of such discharge of mortgage or withdrawal of caveat prior

to completion.

52. Goods and Services Tax

- 52.1 In this clause, GST refers to goods and services tax under a New Tax Systems (Goods and Services) Act 1999 ("GST Act") and the terms used have the means as defined in the GST Act.
- 52.2 The Vendor warrants that the property is predominately used as a residence and it is residential premise under the GST Act.
- 52.3 The Purchaser agrees, on and after completion of this sale, to use the property predominately for residential accommodation.
- 52.4 In the event of the Vendor being liable for GST, because of the Purchaser's failure to comply with clause 52.3:-
- a) the Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty interest;
 - b) the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GT Act and regulations.

53. Tenancies

- 53.1 If the property is sold subject to any tenancies:
- (a) The Vendor does not warrant that the tenant will continue to remain on the property after exchange;
 - (b) If the Lease has expired and the Purchaser requires vacant possession, the Purchaser must advise the Vendor in writing, within 3 days after the date of this Contract; time is essential; and
 - (c) If the Purchaser does not give the above notice to the Vendor then the Purchaser must accept the tenancy on completion.

Where the tenant vacates the property before completion, irrespective of whether or not the Lease has expired, the Purchaser must accept the vacant possession on completion. The Purchaser cannot make any claim, objection or requisition, rescind or terminate, or delay completion in respect of any of these matters.

- 53.2 Within three (3) business days of the contract, both the Vendor and Purchaser shall notify the leasing managing agent in writing that rental shall be adjusted between the parties by the leasing managing on completion.

54. Guarantor if Corporate Purchaser

54.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the Purchaser who will unconditionally guarantee the due performance of the Purchaser's obligation under this Contract, and the due and punctual payment by the Purchaser of the purchase price and all other moneys payable by the Purchaser to the Vendor under this Contract. The guarantee shall be in the form contained in Additional Condition 53.2.

54.2

- a) The Vendor at the request of the Guarantor(s) (whose name(s) and address(es) and description(s) are set out in the Schedule below) has/have agreed to sell the property to the Purchaser and the Purchaser has agreed to purchase from the Vendor the property. The Guarantor(s) hereby guarantee (s) the payment by the Purchaser to the Vendor of all moneys including damages to be paid by the Purchaser pursuant to this Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed.
- b) As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the Vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the Purchaser to be observed and performed.
- c) The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee indemnity and covenant and that our liability thereunder shall not be affected or discharged by any indulgence or extension of time granted by the Vendor to the said Purchaser or of any variation of the terms and conditions of this Contract.
- d) The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.
- e) Any rescission or termination will not waive the obligations arising under this Clause 53. This guarantee and indemnity is a principal obligation between the Guarantor(s) and the Vendor.

Schedule

Guarantor(s):

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

SIGNED by)

(Guarantor) in the presence of:) _____

Signature of Guarantor

Signature of Witness

Print Name of Witness

Dated:

SIGNED by)

(Guarantor) in the presence of:) _____

Signature of Guarantor

Signature of Witness

Print Name of Witness

Dated:

55. Adjustment sheet

55.1 The Purchaser agrees and acknowledges that:

Should the adjustment sheet not be served within the time prescribed in Clause 14.2, the Purchaser will pay to the Vendor's solicitor the sum of \$165.00 (incl GST) on completion for costs on expedition of its execution by the Vendor. It is an essential term of the Contract.

56. Power of Attorney

The Vendor discloses that the contract will be signed by the Attorney under a Power of Attorney.

A scanned copy of the registered Power of Attorney will be served to the Purchaser before the completion of the contract.

If the Vendor dies before the completion date, her Attorney may rescind the contract and the provisions of Printed Condition 19 applies.

No objection, requisition or claim shall be made in respect of, nor shall the Purchaser be entitled to rescind, terminate or delay completion of this Contract by reason of any of the matters relating to the property referred to in this Clause 56.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

FOLIO: 37/13814

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/8/2024	4:39 PM	-	-

VOL 4835 FOL 84 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 37 IN DEPOSITED PLAN 13814
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP13814

FIRST SCHEDULE

ELMER NOELINE NEEDHAM (ND V970489)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C525516 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 14/8/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



Not to be filled in
Date

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

C525516

NEW SOUTH WALES
REGISTERED



12.6
1:00
1.12.16

(Trusts must not be disclosed in the transfer.)

I, N.S.W. REALTY CO. LIMITED (In Liquidation)

(herein called transferor)

a If a less estate, strike out "in fee simple" and interline the required alteration.

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

(£ 189.) (the receipt whereof is hereby acknowledged) paid to it by LILIAN GLADYS FELL of 14 Harden Road, Artarmon, Married Woman AND IN CONSIDERATION of the sum of One hundred and twenty-five pounds (£125.0.0) (the receipt whereof is hereby acknowledged) paid to the said LILIAN GLADYS FELL by Archibald Erle Bidgood of 20 Sailor Bay Road, Sailor Bay, Northbridge, Wireless Mechanic, (herein called transferee) DO HEREBY at the request and by the direction of the said LILIAN GLADYS FELL (herein called transferor) do hereby transfer to the said transferee

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

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Gordon	Part being Lot 37, D.P. 13814	4160	115

And the transferee covenants with the transferor hereby for himself his executors administrators and assigns and so as to bind not only himself his executors administrators and assigns but also the said piece of land hereinafter expressed to be hereby transferred and the successive owners and tenants thereof covenant with the said Company and its assigns that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than £400. and that no advertisement board shall be erected on the said land for the purposes of Section 88 of the Conveyancing Act 1919/1930 IT IS FURTHER AGREED AND DECLARED THAT—

- The land to which the benefit of the above covenants is the whole of the land comprised in Deposited Plan No. 13814 than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released varied or modified by with the consent of the said Company, or its legal representatives.)

ENCUMBRANCES, &c., REFERRED TO:

a A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, Deputy Registrar-General, or a Notary Public, a Justice of the Peace, or a Commissioner for Affidavits to whom the Transferor is known; otherwise the attending witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

Signed at Sydney the 14th day of August 1936
by Lilian Gladys Fell
who is personally known to me

Signed in my presence by the said LILIAN GLADYS FELL who is personally known to me:—

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

I HEREBY DIRECT AND REQUEST this Transfer.

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

A. E. Bidgood
Transferee.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **C525516**

LODGED BY, **JOHN A.K. SHAW, LEWIS & CO.,**
SOLICITORS,
WINGELLO HOUSE, ANGEL PLACE,
SYDNEY.

CONSENT OF MORTGAGEE.

I, **release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.**

Dated at **this** day of **19** } Mortgagee.
Signed in my presence by, }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the under-signed states that he has no notice of the revocation of the Power of Attorney registered No. **Miscellaneous Register under the authority of which he has just executed the within transfer.**

Signed at the day of 19
Signed at the place and on the date above-mentioned, in the presence of—

This form is not appropriate in cases delegation by trustees

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

INDEXED
14 APR 1937
BY
CHECKED BY

MEMORANDUM OF TRANSFER of

Acres, **35 1/4 perches**
Lot 37 D.P. 13814 (Torona and Boundary Sts.) Subject to Easement.
Shire **Ku-ring-gai**
Municipality
Parish
County

Anthald Erle Bidgood Transferee.

Particulars entered in Register Book, Vol. 416 Fol. 115

the **13th** day of **April** 19**37**,
at **minutes** & o'clock in the **after** noon.

Ray W. Lyle
Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing

Nature.	No.	Reg'd Propr. M'tgor, etc.

PROGRESS RECORD.

	In.pts.	Date.
Sent to Survey Branch...	2	1/4
Received from Records...	4835	12.4.37
Draft written ...	2	12.4.37
Draft examined ..	2	12.4.37
Diagram prepared ...	2	12.4.37
Diagram examined ...	2	12.4.37
Draft forwarded ...	2	12.4.37
Supt. of Engrassers ...	2	12.4.37
Cancellation Clerk ...	2	12.4.37
VOL. 4835 Fct. 84		
Diagram For ...		
Additional folios ...		

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

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

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

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

Tenants in common must receive separate Certificates.

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

PLANNING CERTIFICATE

UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

818 Pacific Highway, Gordon NSW 2072
Locked Bag 1006, Gordon NSW 2072
T 02 9424 0000 F 02 9424 0001
DX 8703 Gordon TTY 02 9424 0875
E krg@krg.nsw.gov.au
W www.krg.nsw.gov.au
ABN 86 408 856 411



PROPERTY DETAILS

Address: 1 Loorana Street ROSEVILLE CHASE NSW 2069

Lot Description: Lot 37 DP 13814

CERTIFICATE DETAILS

Certificate No: ePC3423/24 **Certificate Date:** 14/08/2024

Certificate Type: Section 10.7(2) & (5)

APPLICANT DETAILS

REF: Pending

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 –
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.

1. Names of relevant planning instruments and development control plans

(1) Which environmental planning instruments apply to the carrying out of development on this land?

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Housing) 2021.

(2) Which proposed environmental planning instruments apply to the carrying out of development on this land? (Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).

There are no proposed environmental planning instruments that apply to this land.

(3) Which development control plans apply to the carrying out of development on this land?

Ku-ring-gai Development Control Plan

SPECIAL NOTE: A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.

(4) Which draft development control plans apply to the carrying out of development on this land? (Including draft development control plans that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).

There are no draft development control plans that apply to this land

2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)

(a) What is the zoning of this property and the relevant environmental planning instrument?

(i) Low Density Residential

(ii) R2

under the provisions of Ku-ring-gai Local Environmental Plan 2015.

(b) (i) *What does not require development consent under the above environmental planning instrument?*

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

(ii) *What does require development consent under the above environmental planning instrument?*

Bed and breakfast accommodation; Building identification signs, Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Tank-based aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings.

(iii) *What is prohibited under the above environmental planning instrument?*

Any development not specified in item (b)(i) or (b)(ii)

(iv) *What is the proposed zoning of this property and the relevant proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(v) *What does not require development consent under the above proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(vi) *What does require development consent under the above proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(vii) *What is prohibited under the above proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(d) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

No.

(f) Is the land in a conservation area?

No.

SPECIAL NOTE: A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.

(g) Is an item of environmental heritage situated on the land?

No.

SPECIAL NOTE: You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

3. Contribution plans

(1) Which contribution plans or draft contribution plans apply to this land under the Act, Division 7.1?

Ku-ring-gai Contributions Plan 2010 (s7.11).
Ku-ring-gai Council Section 7.12 Local Levy Contributions Plan 2023

(2) Is the land in a region within the meaning of the Act, Division 7.1 Subdivision 4?

Yes. The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2023 applies.

(3) Is the land in a special contributions area to which a continued s7.23 determination applies??

No

SPECIAL NOTE: A s7.11 or s7.12 contributions plan outlines the financial costs Council levies if land is developed and Council believes the development will require additional infrastructure such as parks, roads etc. Copies of both the s7.11 and the s7.12 contributions plans are available on Council's website.

4. Complying development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if complying development may not be carried out on that land the reason why it may not be carried out under those clauses?

(Special Note: It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

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

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code **may** be carried out on the land.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Housing Code

Complying development under the Housing Code **may** be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land.

Development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is:

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

Subdivision Code

Complying development under the Subdivision Code **may** be carried out on the land.

5. Exempt development

The extent to which the land is land on which exempt development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if exempt development may not be carried out on that land the reason why it may not be carried out under those clauses

Exempt development **may** be carried out on the land.

6. Affected building notices and building product rectification orders

- (1) *Is there any affected building notice of which council is aware that is in force in respect of the land?***

No.

- (2) *Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?***

No.

- (3) *Has any notice of intention to make a building product rectification order of which council is aware has been given in respect of the land and is outstanding?***

No.

SPECIAL NOTE: The terms “affected building notice” and “building product rectification order” have the same meaning as in the Building Products (Safety) Act 2017.

7. Land reserved for acquisition

Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No.

8. Road widening and road realignment

Is the land affected by any road widening or road realignment under the Roads Act, any environmental planning instrument or any resolution of council?

No.

9. Flood related development controls information

Is the land or part of the land within the flood planning area and subject to flood related development controls?

No.

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.

SPECIAL 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.

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

Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

11. Bush fire prone land

Is the land bush fire prone land?

No.

SPECIAL NOTE: Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area". The "area" is the local government area of Ku-ring-gai.

12. Loose-fill asbestos insulation

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

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

SPECIAL NOTE: Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register contact NSW Fair Trading. Tel: 13 32 20 or www.loosefillasbestos.nsw.gov.au.

13. Mine subsidence

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

No. Council has not been notified that the land is subject to such a proclamation.

14. Paper subdivision information

Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?

Not applicable.

SPECIAL NOTE: Words and expressions used in this item have the same meaning as Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7

15. Property vegetation plans

Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?

Council has not been notified that the land is subject to an approved property vegetation plan.

16. Biodiversity stewardship sites

Is the land, land that is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity stewardship land.

SPECIAL NOTE: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

Is the land, land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity certified land.

SPECIAL NOTE: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes between Neighbours) Act 2006

Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?

Council has not been notified that the land is subject to such an order.

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

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

20. Western Sydney Aerotropolis

Not Applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

21. Development consent conditions for seniors housing

Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of the repealed State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

SPECIAL NOTE: State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 repealed on 26 November 2021 by State Environmental Planning Policy (Housing) 2021

22. Site Compatibility certificates and development consent conditions for affordable housing

Is there a current site compatibility certificate (affordable housing), of which council is aware, in respect of proposed development on the land issued under clause 39 of State Environmental Planning Policy (Housing) 2021?

The land is not subject to such a current site compatibility certificate (affordable housing) of which Council is aware.

23. Water or sewerage services

Is there, or is there to be, water or sewerage services provided to the land under the Water Industry Competition Act 2006?

Council is not aware of any such water or sewerage services provided to the land.

SPECIAL NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

(a) *Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?*

No.

(b) *Is the land to which this certificate relates subject to a management order within the meaning of that Act?*

No.

(c) *Is the land to which this certificate relates subject to an approved voluntary management proposal within the meaning of that Act?*

No.

(d) *Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?*

No.

(e) *Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?*

No.

SPECIAL NOTE: If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email info@environment.nsw.gov.au.

THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Land Slip or Subsidence:

Council records do not have sufficient information to indicate land slip or subsidence is likely to restrict development on this land. However, some lots in Ku-ring-gai Local Government Area contain filling and/or road batters which may be subject to settlement and require special consideration in the design of foundations.

Flooding:

This property is within the Middle Harbour South Catchment flood study area and was not identified on any flood maps.

SPECIAL NOTE: The Department of Planning and Environment and the Department of Commerce have not indicated any private property which may be affected by flooding of major rivers or creeks in the Ku-ring-gai Local Government Area.

Loose-fill asbestos insulation:

Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register please contact NSW Fair Trading. Tel:13 32 20 or www.loosefillasbestos.nsw.gov.au.

Contamination:

Council records do not have sufficient information relating to any previous uses of this land to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Threatened species, populations and ecological communities:

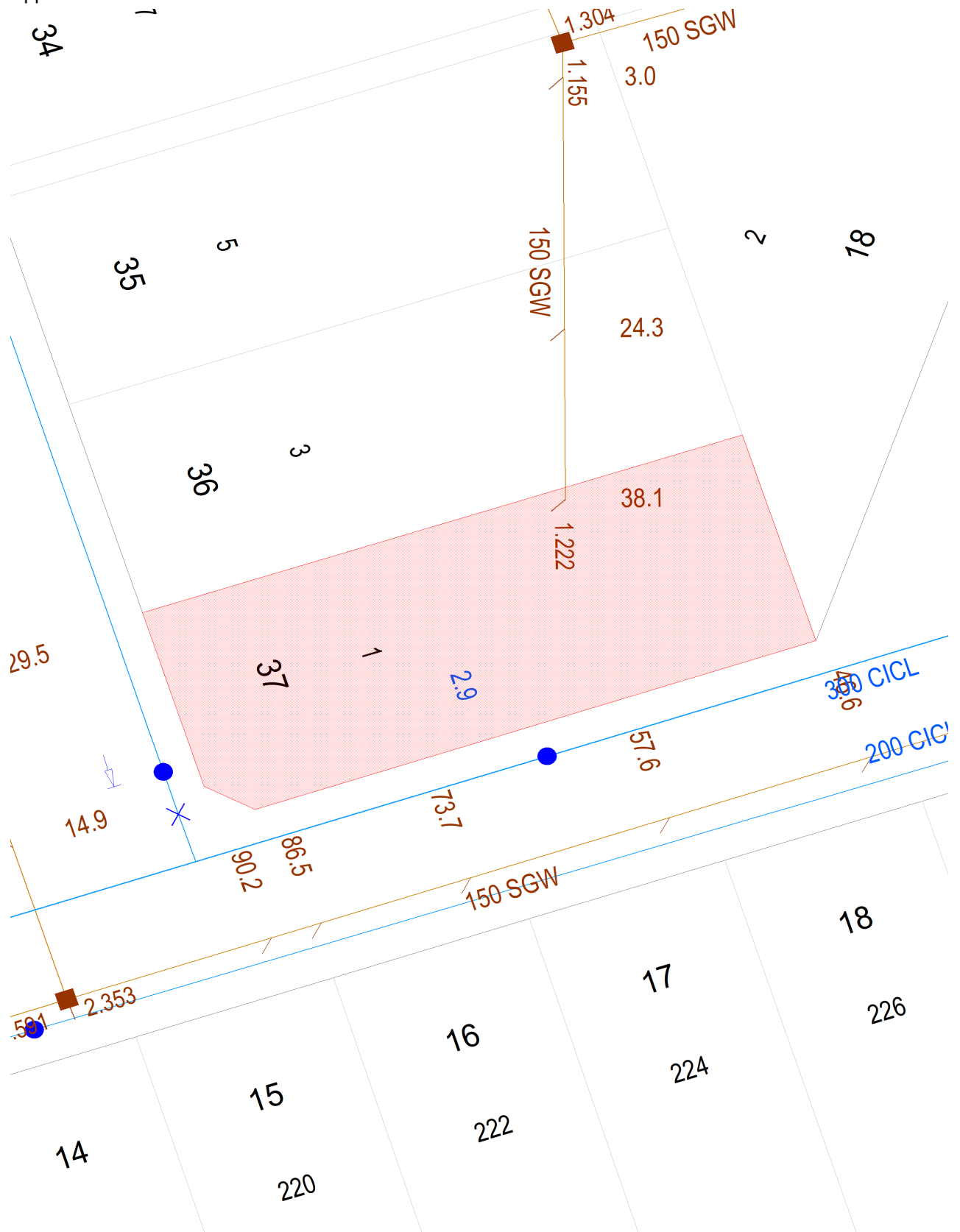
This land may contain threatened species, populations and ecological communities listed under the *Biodiversity Conservation Act 2016 (NSW)* and or the *Environment Protection Biodiversity Conservation Act 1999* (Commonwealth). For more information contact NSW Office of Environment and Heritage Tel: 131 555 or the Australian Government Department of Environment and Energy Tel: 1800 803 772.



David Marshall
General Manager

Service Location Print

Application Number: 8003640230



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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			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	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: 8003640231

H8.7.3.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

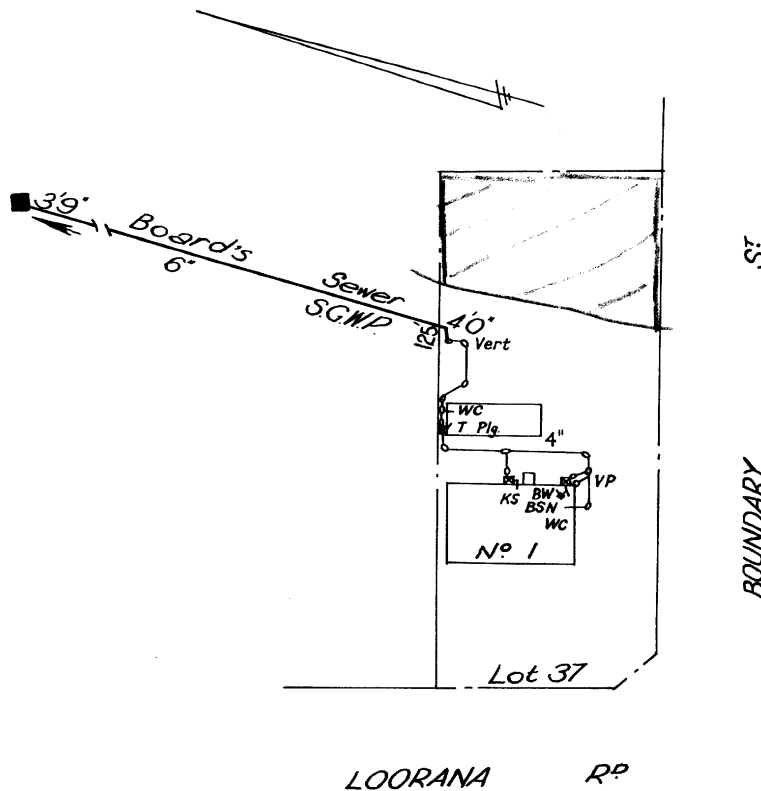
Municipality of *Ku-Ring-Gai* No. 489127

NEEDHAM

☐ Boundary Trap	☒ R.V. Reflux Valve	I.P. Induct Pipe	Bas. Basin
☐ Pit	☐ C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
☐ G.I. Grease Interceptor	☐ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
☐ Gully	☐ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
☒ P.T. P. Trap	☐ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
☒ R.S. Reflux Sink	☐ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

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



RATE No. *846029* W.C.s. U.C.s. 19

SHEET No. *2043* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	DATE	Supervised by	DATE
Inspector	/ /	Inspector	/ /
Examined by	DATE	418 525	
Chief Inspector	/ /		
Tracing Checked	/ /		
		BRANCH OFFICE Date / / Outfall ☒ LL Drainer Plumber Boundary Trap ☒ is not required.	

Document generated at 14-08-2024 05:00:55 PM

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**.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	62b64974
Property Address:	1 LOORANA STREET ROSEVILLE CHASE
Date of Registration:	17 October 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: 62b64974
Property address: 1 LOORANA STREET ROSEVILLE CHASE
Date of inspection: 07 September 2024
Expiry date: 07 September 2025
Issuing authority: Matthew Michael Connor - Registered Certifier - bdc04893

Did not comply with AS1926.1 (2012).

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

The swimming pool poses a significant risk to public safety ☒

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

Non-compliance area/s:

Boundary fence	☒	Doors	☒
Fence height	☐	Fence panels/gaps	☒
Gate closure	☒	Gate latch	☒
Non-ancillary structure	☐	Non-climbable zones	☒
Signage	☒	Window	☒
Other (see text box below)	☐		

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

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

Oasis Pool Compliance - Pool inspection Report - Matt Connor

1. Inspection details

Inspected by	Matthew Connor
Time	11:00 am
Date	14 Sep 2024
Pool type:	Non-shared Pool
Name of owner	Penny Floyd
Location of pool	1 Loorana St Roseville Chase
Email	pennyfloyd2012@gmail.com

2. Location of the Swimming Pool

Pool photo (shown on front page of report):



Local Government Area	Ku-Ring-Gui Council
Is the pool registered	Yes
Is the swimming pool surrounded by a child resistant barrier	Yes
Is the pool considered a high risk	Yes
Which Australian Standard is the pool being inspected against	AS1926.1 2012

3. Exemptions

Is there an exemption in force from the local council under SPA Section 22	No
Are there any disability or impracticality exemptions in force from the local council under SPA Part 4 Section 22	No

Is the pool on a property that is entitled to an exemption for one of the following 1. A small property under 230m sq 2. A large property over 2 hectares, 3. A waterfront	No
Was the pool built in or before 1986 and to be considered for a door and/or window exemption	No

4. Gates

Gate number:	Gate 1
All gates and/or doors leading into the pool area open outwards	Compliant
Gate will self close and latch from all 3 positions without any assistance	Non-compliant
Photo of non-conformity	



Additional action required for compliance	Gate does not self close and must be repair so it can self close and latch through the full arc of operation.
Gates stay latched after returning to the locked and closed position.	Compliant
The gate latch must be minimum 1500mm high	Compliant
Hinges are at least 900mm apart. If there is a bottom hinge, it does not exceed 10mm in diameter.	Compliant
No part of the gate swings open into the inside of a residence	Compliant
For all gates are the gaps between the bottom of the gate and FGL less than 100mm	Compliant
The gate is part of the barrier and must be at least 1200mm in height above FGL	Compliant
The gate must comply to all the same NCZ's as the pool barrier	Non-compliant
Photo of non-conformity:	



Additional compliance requirements	Part of the roofing is within the NCZ of the gate
Is the gate constructed to the same standard as the pool fence	Compliant

5. Pool Fences (1200mm in Height)

Is the effective height of the barrier a minimum 1200mm in height from FGL measured from the outside of the barrier.	Compliant
For all fence panels, is the gap between the bottom of the fence and FGL less than 100mm	Compliant
Are there any plants, hedges, trees, garden beds or level changes that reduce the effective 1200mm height of the barrier are located within 900mm of the barrier.	Compliant
The clear opening between any vertical component/fence/gate shall not exceed 100mm at any point in the barrier	Compliant
A glass barriers shall comply with AS1288	Compliant
The barrier leans away from the pool by not more than 15° with an effective perpendicular height of at least 1200mm	Compliant
All panels in place and permanent	Compliant
Is the barrier continuous and free of sharp edges, projections and hazards	Compliant
Is the pool barrier made from a mesh material with apertures less the 13mm (measured horizontally) and a minimum of 1200mm in height	Compliant
AS1926-2012- 2.3.4 Projections and indentations	
Can the barrier support a 25kg weight and not reduce the barrier height to less than 1200mm AS 1926.1-2102 2.3.2	Compliant
Non Climbable Zones - Clear span for the length of the barrier.	Non-compliant
AS1926.1-2012 2.2.2 (a) Barriers 1200mm in height	
Action required for compliance	As above
NCZ 2 Clear span for the length of the barrier	Compliant
NCZ 3 Clear for the length of the barrier	Compliant
NCZ 4 Clear span for the length of the barrier	Compliant

6. Pool Barrier - Boundary Fences

Does the pool use a boundary fence as part of the pool barrier	Yes
The Boundary barrier a minimum height of not less than 1800mm measured on the pool side	Complies
Where gaps in vertical members are greater than 10mm the horizontal members must be more than 900mm apart or have a 60 degree wedge installed	Non-compliant

AS1926.1-2012 - 2.3.5 Horizontal Components

Photo of non-conformity



Additional compliance requirements

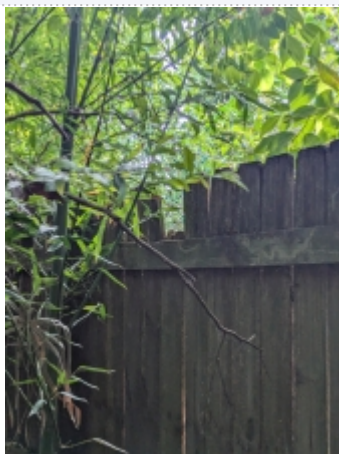
Horizontals around the boundary barrier should have a 60 degree wedge installed on the middle slat to prevent use as a foothold. Alternatively, a new fence installed around the pool negating use of the boundary fence as a part of the barrier.

All panels in place and permanent

Non-compliant

AS 1926.1-2012 2.1 General

Photo of non-conformity



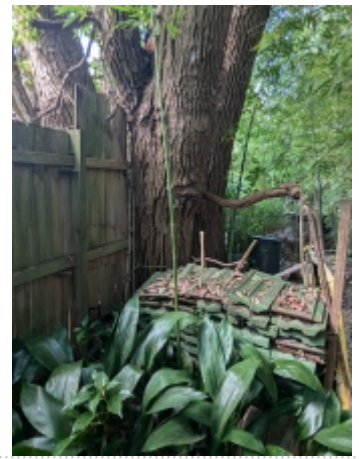
Additional compliance requirements

Repair missing section of fence panel

Are there any plants, hedges, trees, garden beds or level changes that reduce the effective 1800mm height of the barrier are located within 900mm of the barrier.

Non-compliant

Photo of non-conformity



Additional compliance requirements

Suggest installing a pool barrier around the pool to negate use of the boundary fence as a part of the barrier. Alternatively, remove all tress and structures that are reducing the effective height of the boundary fence which must be a minimum of 1800mm.

For all barrier panels, is the gap between the bottom of the fence and FGL less than 100mm

Compliant

The clear opening between any vertical component or boundary barrier shall not exceed 100mm at any point in the barrier.

Compliant

There is no landscaping, lighting and other fixtures that compromise the NCZ

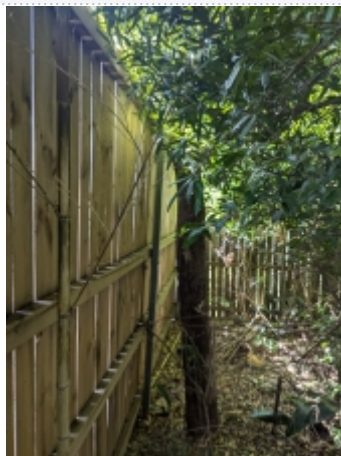
Compliant

There are no potential hand holds or foot holds within 900mm of the top of the barrier fence in any direction.

Non-compliant

AS1926-2012- 2.3.4 Projections and indentations

Photo of non-conformity



Additional compliance requirements

Clear all climbable trees and plants within 900mm measured from the top of the boundary fence.

When a vertical force of 100 N is applied to the barrier, the gap between the bottom of the fence and FGL does not exceed more than 100mm

Compliant

Does the pool having any intersecting barriers with a top width greater than 50mm or less than 50mm

N/A

7. Retaining Walls

Is there a retaining wall above the pool

No

Is there a retaining wall below the pool

No

8. Strength and rigidity

By squeezing a sample of the vertical members with your non-dominant hand, do the gaps remain less than 100mm and are all welds sound	Compliant
The fence posts and footings are sound after a loading & strength test	Compliant
Rust, rot, loose or missing fixings	Non-compliant
Photo of non-conformity:	
	
Additional compliance requirements	As above
The gate structure is sound showing no signs of fatigue deformation	Compliant
Durability of a gate	Compliant

9. Windows

Are there windows opening in to the pool area	Yes
Is the outside sill height to FGL less than or greater than 1800mm	Less than 1800mm
Photo of non compliance	



Additional compliance requirements	Suggest installing a compliant fence around the pool. Alternatively, permanently fix windows so they cannot open more than 100mm without the use of a tool.
Do windows provide access to the pool area	Non-compliant

If Non-Conforming , the exemption ceases. also no longer applies and windows require to be upgraded to the current standard (clause 22A)

If there is another window to be inspected, press "Add Another Window" below.

10. Doors

Are there any doors providing access to and from the pool enclosure	Yes
Has there ever been a fence between the pool and the door	No
Has the wall or door been substantially altered or rebuilt during the life of the pool	No
Is the door by definition 'permanently closed' and can only be opened with a tool	Non-compliant

10.1 Photo of non-compliance:



Additional compliance requirements	Pictured area of the residence provides immediate access to the pool area. Suggest installing a compliant fence around the pool so there is no access from this part of the residence.
Is the child resistant lock, bolt, latch or device a minimum of 1500mm above FGL	Compliant
If there is another door to be inspected, press "Add Another Door" below.	

11. Walls

Is a wall used as part of the pool barrier	No
--	----

12. Structures

Are there any buildings or structures inside the pool enclosure.	No
--	----

13. Balconies

Is there a balcony in the pool enclosure	No
--	----

14. Above/Out of ground Pools

Does the pool have any or all of the pool walls "out of" or "above" ground level	No
--	----

15. Spas

Is there a spa on the property	No
--------------------------------	----

16. Indoor Pools

The pool is an:	Outdoor Pool
-----------------	--------------

Do all windows accessing the indoor pool comply with the relevant standards- Refer section 9. - Windows	Compliant
---	-----------

Do all doors accessing the indoor pool comply with the relevant regulations - Refer section 10. - Doors	Compliant
---	-----------

17. Resuscitation Sign

New signs must state: Young children should be supervised when using this swimming pool and Pool gates MUST be kept closed at all times. Also, keep articles, objects and structures at least 900mm clear of the pool fence at all times.

The sign must have: A simple flow sequence of illustrated drawings showing CPR techniques for infants, children and adults. A statement to the effect that formal instruction in resuscitation is essential. Also the name of the teaching organisation or other body that published the sign and the date of its publication. CPR techniques shown on the sign must be in accordance with the relevant provisions of the CPR guidelines of the Australian Resuscitation Council. At the time of writing, the ARC guideline 8 and 9.3.2 are applicable to CPR techniques for drowning victims.

When was the CPR sign published?	No CPR sign installed
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Is the sign visible from inside the pool area and is it legible from 3 meters	Non-compliant
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Is the sign durable and waterproof	Non-compliant
------------------------------------	---------------

18. Additional Notes & Photos

Additional notes:

The fence closure and access to the pool area from a part of the residence are deemed 'significant risk' and should be addressed immediately.
Note: The house is being sold as a 'knock down - rebuild'.

19. Certification

The Pool Inspector below has inspected the regulated pool and makes the following comment against the relevant Australian Standard	Non-compliant
--	---------------

Non conformity Notice issue date:	09 Sep 2024
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Please note

Under Section 232E (3)(f) of the Act, when this Notice for Non-Compliance is issued a copy of the Notice must be forwarded to the local authority :

- (i) Six weeks after the date of inspection (or such other time as may be prescribed by the regulations (Swimming Pool Regulations 2018) if a Certificate of Compliance is not issued for the swimming pool before that time, or
- (ii) Immediately, if the accredited certifier is of the opinion that the swimming pool poses a significant risk to public safety.