**Searches**

**Lot Title search** – if strata then search against Folio CP for interests recorded on the register

**Common property search** – search against all reservations in the Crown Grant and attach to the contract of sale when sending it to the agent

**Sewer service diagram** – Sydney water

**Service location print** – Sydney water

Rates/Water ? – get copies from client to prove ownership

**Strata levies** – get copies from client and insert details into the contract

**Land Tax Certificate –** serve 14 days before settlement

**10.7(2) planning certificate**

**Order of annexures to Contract**

1. First title
2. CP title
3. Dealings
4. Zoning Certificate
5. Sewerage
6. Requisitions on title

**Special Conditions**

**33. The annexed printed clauses are amended as follows:**

**(a) Delete Clause 7.1.1, amend Clause 7.1.3 by deleting “within 14 days” and substitute with “within 7 days” and the amend Clause 7.2.1 by deleting the figure “10%” and substitute with “$1.00”;**

**(b) At the end of Clause 10, add the following:**

**“10.4 The Purchaser acknowledges that no:**

**10.4.1 representations, inducements or warranties; nor**

**10.4.2 representations relating to the present state or condition of the property or any part thereof or the use to which it has or may in future be put;**

**have been made by the Vendor or by an Agent of the Vendor save as may be expressly contained herein or implied by a law which cannot be excluded by Private Contract.”**

**(c) Delete Clause 13.8**

**(d) At the end of Clause 15, add the following:**

**“15.1 If for any reason time for completion is at any particular time not of the essence of this Contract then should any event arise entitling either party to issue a notice to complete to the other then such party shall be entitled to serve a notice to complete on the other party requiring completion within a period of Fourteen (14) days (inclusive of weekends and public holidays) and shall further be entitled in the said notice to make time of the essence of this Contract and the parties agree that such period is reasonable.**

**15.2 The party serving a Notice to Complete may at any time withdraw the Notice to Complete by further notice to the party in default and at its option issue a further Notice to Complete.**

**15.3 Should the Vendor become entitled to serve a Notice to Complete, the Purchaser at settlement must pay to the Vendor in addition to all other moneys due under this contract the sum of Four Hundred and Forty Dollars ($440.00 inclusive of GST) by way of liquidated damages to compensate the Vendor for legal costs in respect of the issue and service of the notice and the Purchaser and the Purchaser’s legal representative acknowledges this to be a reasonable sum.**

**15.4 If, as a result of the breach or default of the Purchaser, completion does not occur on or before the later of the completion date and such other date (if any) as the vendor may notify the purchaser in writing that the Vendor will be or is likely to be ready to complete, then the Vendor being ready, willing and able to complete on such date may recover from the Purchaser as liquidated damages payable upon completion simple interest on the unpaid balance of the Purchaser price at the rate of Ten per centum (10%) per annum calculated at a daily rate from the completion date to the actual date of completion, to compensate the Vendor for the delay, to be added to the balance payable on completion as a genuine pre-estimate of the Vendor’s loss to be allowed by the defaulting Purchaser as an additional adjustment on completion.**

**(e) Clause 10.1.4 is to be amended by inserting the words “and/or mechanical breakdowns” after the word “tear”**

**(f) Clause 10.1.8 and 10.1.9 is to be amended by adding the words “or existence” after the word “substance”**

**(g) Clause 14.4.2 is deleted**

**(h) Clause 18 is amended by adding the following:**

**“Clause 18.8 The Purchaser cannot may any objection, requisition, claim or delay settlement after entering into possession of the property.**

**Clause 18.9 Should the Purchaser take possession, no tenancy whatsoever shall be deemed to be or have been created”.”**

**(i) In Clause 20.6.5 delete the words “unless it is not received”**

**(j) Clause 20.10 is to be amended by inserting the words “or Building Certificate” after the word “report” and by adding the words “and the Purchaser agrees to make no objection, requisition or claim for compensation in relation to any matter referred to in the Survey Report and/or Building Certificate”, to the end of the clause**

**(k) Clause 23.6 and 23.7 is deleted. The Purchaser will be responsible from exchange of contracts for any special levies payable by instalments.**

**(l) Clause 23.13 is deleted and replaced with “the Purchaser must obtain a Section 184 Certificate under the Strata Schemes Management Act 2015 or a Section 26 Certificate under the Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least seven days before the completion date and a copy is served by facsimile or email transmission on the vendor’s representative at least four days prior to completion**

**(m) Clause 23.14 is deleted**

**(n) Clause 25.2 is deleted**

**34. Service of any Notice under this Contract shall be deemed to be well and sufficiently served if sent via email to the office of the other party’s solicitor/representative.**

**35. The parties agree that this Contract contains or refers to the whole of their agreement in relation to the sale and the purchase of the Land and that except where required by law no further promises, representations, warranties, undertakings or conditions shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement, or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or prior to the making of this Contract.**

**36. Without in any matter negating, limiting or restricting any rights or remedies which would have been available to either party at Law or in Equity had this Clause not have been included should either of the parties (or if there be more than one, any one) prior to completion:**

**(a) Be declared a bankrupt, die or loses contractual capacity then the other party may by notice in writing to the Solicitor named herein as the deceased, bankrupt or mentally ill party’s Solicitor rescind this Contract whereupon the provisions of Clause 19 shall apply; or**

**(b) Either party (hereinafter called “the insolvent party”) as debtor, enter into any composition under Part X of the Bankruptcy Act 1966 (Commonwealth) or, being a body corporate, resolve to go into liquidation or be subject to an application for its winding up made to the Court enter into any compromise or arrangement with its creditors under the Corporations Law or other applicable law or should any liquidator, provisional liquidator, receiver, receiver and manager, official manager or administrator be appointed in respect of the insolvent party, then the insolvent party shall immediately and without notice be in breach of this Contract in an essential respect.**

**37. Subject to Section 52A of the Conveyancing Act, 1919, and the Conveyancing (Sale of Land) Regulation, 2017, the Purchaser acknowledges and agrees that in entering into the Contract:**

**(a) The Purchaser has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any person on behalf of the Vendor except such as is expressly provided in this contract;**

**(b) The Purchaser has relied entirely upon the Purchaser’s own enquiries and inspection of the property;**

**(c) The Purchaser is satisfied in all respects as to the nature, quality, condition and state of repair of the property including the purposes for which the property may be lawfully used;**

**(d) The Purchaser is satisfied in all respects as to the nature, quality, condition and state of repair of the property (including any holes which are a result of the removal of any pictures, surround sound systems, TV brackets or any other wires relating thereto) including the purposes for which the property may be lawfully used;**

**(e) The Purchaser acknowledges and agrees that the property is sold and accepted by the Purchaser subject to all or any encroachments by and upon the property and non-compliance by the improvement thereon with the requirements of the Local Government Act, 1993, or any regulation thereunder and to all defects (whether latent or patent) in its present state of repair, condition, dilapidation and infestation.**

**(f) The Purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor to object, requisition or make any claim (whether for compensation or not) in respect of any defects (whether latent or patent) in the nature, quality, condition, state of repair of the property or any other matter, fact or thing referred to in Clause 37.**

**(g) The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property.**

**(h) The Purchaser accepts the property subject to all existing water, sewage, drainage and plumbing connections to the dwelling in respect of the property and the presence, nature, location, availability or non-availability of any services as defined in clause 10.1.2.**

**(i) The Vendor discloses, and the Purchaser acknowledges that the sewer diagram/sewer document attached to the contract is the only diagram/document available from the Water Authority. The Purchaser shall not be entitled to make any objections, rescind or requisition or claim for compensation or delay completion for failure to provide a sewer connections diagram from the water authority.**

**38. In the event of any conflict in inconsistency between the special conditions of the Contract and Law Society standard clauses of this Contract then the special conditions of the Contract shall prevail.**

**39. For the purpose of Clause 5.1 the requisitions or general questions about the property or the title:-**

**38.1 Must be in the form of the attached requisitions;**

**40. Further to Clause 3 of this Contract the parties agree that the Deposit holder shall not**

**be obliged to invest the deposit:**

**40.1 The parties authorise and direct Raty White Nepean Group Penrith as stakeholder (Deposit Holder) of the deposit herein. The stakeholder may arrange for the deposit to be invested or remain in a statutory trust account pending completion.**

**40.2 If the sale shall proceed to completion then any interest credited to such account shall be and remain the property of the Vendor and Purchaser equally.**

**40.3 If the sale shall for any reason whatsoever not proceed to completion then the interest credited to such account shall be and remain the property of the party who shall be legally entitled to receive the deposit.**

**40.4 The stakeholder shall deduct all bank charges, government charges, fees and taxes payable in connection with the investment of the said deposit from the interest accrued before payment is made.**

**40.5 The party entitled to the deposit on completion, termination or rescission of this Contract (whichever occurs) bears the risk of loss of the deposit and of the interest.**

**40.6 The parties shall give directions and do such things (including the provision of tax file numbers) as may be necessary to give effect to the provisions of this clause.**

**40.7 If the Vendor agrees to accept a bank guarantee in respect of the deposit payable pursuant to this Contract, the same must be for the full 10% of the purchase price as shown in this Contract and must be issued by a bank holding a banker’s license in the Commonwealth of Australia as is acceptable to the Vendor. Any bank guarantee, if it contains an expiry date, must have an expiry date of not less than six (6) months from the date of this Contract.**

**41. The Purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor’s agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof or payment of stamp duty or rental bond.**

**42. It is an essential condition of this contract that the Purchaser, if a company, must deliver to the Vendor a guarantee in the form of a Director’s Guarantee a copy which is annexed duly executed by at least Two (2) of the Directors or Principal Shareholders of the Purchaser on the date hereof.**

**The Director’s Guarantee will remain an essential condition of this contract and will only be extinguished upon completion with the balance of the purchase price paid.**

**43. The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.**

**44. It is agreed between the parties of completion of this matter is not effected in accordance with the contract, for each completion date made by the Purchaser and or the Purchaser’s representative and cancelled, through no fault of the Vendor, the sum of $330.00 is to be paid to the Vendor’s solicitor on completion.**

**45. In the event that the Purchaser defaults in the observance of any obligations hereunder and the Purchaser has paid a deposit of less than 10% of the purchase price and the Vendor terminates this contract, then the Vendor shall be entitled to recover from the Purchaser an amount equal to 10% of the purchase price less the deposit actually paid as liquidated damages. It is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary.**

**46. Notwithstanding anything to the contrary herein contained the parties expressly agree that any claim for compensation whether under Clause 6 and 7 otherwise shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof.**

**47. Should it be found that any fences are not erected on the true boundary of the property, or that there are give and take fences or that any boundary is not fenced, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation.**

**48. The parties agree to adjust all usual outgoings and all amounts under the contract at settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. If the property is tenanted, only an adjustment for water service charges will be adjusted on completion and no adjustment for water usage as the tenant is responsible for such payment. This clause shall not merge on completion.**

**49. Settlement figures are to be submitted three (3) business days before completion. If the Purchaser fails to submit settlement figures to the Vendor in accordance with this clause then the Purchaser shall pay on completion an amount of $220.00 being additional costs incurred by the Vendor arising from the delay.**