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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Capital One (Darren Smith)** **1/86 Wallarah Road, Gorokan NSW 2263** **Email: darren@capitalone.com.au**	**Phone: 0417449439**
co-agent		
vendor		
vendor's solicitor	**Winter Legal** **1 Bligh, Level 26, 1 Bligh Street, Sydney NSW 2000** **DX N/A** **Email: emma@winterlegal.com.au**	**Phone: 0415 677 407** **Fax: 612 8088 4704** **Ref: EMR:19221**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**65 Georgina Avenue, Gorokan NSW 2263** **Folio Identifier 54/27201A**	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☑ 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	**$**	
deposit	**$**_____	(10% of the price, unless otherwise stated)
balance	**$**	
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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)	**PURCHASER (COMPANY)**
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 _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ 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 _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgement Network (ELN)* (clause 4):	PEXA	
Manual transaction (clause 30)	☑NO	☐yes

(if yes, vendor must provide further details, including any applicable exception, 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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 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 *clearance certificate*
- ☐ 24 land tax certificate

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

Strata or community title (clause 23 of the contract)

- ☐ 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 off-the-plan contract

Other

- ☐ 60

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

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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.

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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.

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it 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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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*.

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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.

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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.

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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).

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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.

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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.

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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.

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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 earnt 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.

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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.

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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.

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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.

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Special Conditions

33. Interpretation

33.1 In circumstances of discrepancies or uncertainty between special conditions and the printed conditions within the contract, the special conditions will prevail.

33.2 If for whatever reason, one of those conditions contained within the contract or special conditions is found to be legally invalid or illegal, this will not affect the legality or enforceability of the remaining conditions and will not impair or hamper the remaining conditions or totality of the contract.

34. Amendments to Standard form of contract

34.1 Printed Condition 2.8 is deleted

34.2 Printed Condition 7.1.1is amended by replacing "5%" with "1%";

34.3 Printed Condition 7.2.1 is amended by replacing "10%" with "5%";

34.4 Printed Condition 8.1 is deleted, and the following provision included instead:

"8.1 The Vendor can rescind if:

8.1.1 the Vendor is unable or unwilling to comply with an objection, requisition or claim;

8.1.2 the vendor serves notice of intention to rescind which specifies the objection, requisition or claim; and

8.1.3 the Purchaser does not serve a notice waiving the objection, requisition or claim within 14 days after that service."

34.5 Printed Condition 8.2.2 is deleted.

34.6 Printed Condition 10.1 is amended by inserting the words "or delay completion" between the words "requisition" and "or".

34.7 Printed Condition 10.1.4 is amended by inserting the words "and/or mechanical breakdown" between the words "tear" and "before".

34.8 Printed Condition 14.8 is deleted.

34.9 Printed Condition 18 is amended by adding the following provision:

"18.8 The Purchaser cannot make a requisition or claim after entering into possession."

34.10 Printed Condition 20.10 is amended by inserting the words "or building certificate" between the words "report" and "is" and inserting the words "and the purchaser agrees to make no objection, requisition or claim for compensation in regard to any matters referred to in the Building Certificate and/or Survey Report" at the end.

34.11 Printed condition 23.14 is amended by deleting”7” and replacing with “3”.

35. Warranty in respect of the Agent

35.1 The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any Real Estate Agent other than the Vendor's Agent named on the front page of this Contract (if any). The Purchaser hereby agrees to indemnify the Vendor against any claim, action, suit or demand for agent's commission that may be made against the Vendor and arising out of completion of this Contract should it be proved that the Purchaser was so introduced by any agent other than the Vendor's Agent.

36. Exclusion of pre-contractualrepresentations

36.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of property.

36.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this Contract.

36.3 The parties are not bound by any warranty, representations, collateral agreement or implied term under the general law or imposed by legislation unless:

a) Such warranty, representation, agreement or term is contained in the express terms of this Contract; or

b) It is an implied term or warranty imposed by statute that is mandatory and cannot be excluded by the parties' agreement.

36.4 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements, or any representations made by or on behalf of the Vendor (including by any Estate Agent acting on behalf of the Vendor):

a) The inspection of an investigations relating to the property may by or on behalf of the Purchaser.

b) The warranties and representations expressly contained in the Contract.

c) The skill and judgement of the Purchaser, its consultants and representatives.

d) Opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's Agent or employees.

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

37. Latent or Patent Defect

37.1 The vendor gives no warranty expressed or implied as to the condition or state of repair of the subject property. The purchaser accepts the property in its current condition or state of repair subject to reasonable wear and tear subject to all latent or patent defects (whether by design, construction, state of repair, availability, including the removal of property such as picture frames/mirrors/paintings, electronic entertainment brackets, dryer/washer brackets). The purchaser acknowledges that they rely upon his/her own enquiries and inspection thereof and can raise no claim for compensation and/or objections in respect of these matters.

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

37.3 The Purchaser is not entitled to make any objection, requisition or claim if it is established that any rain-water downpipe attaching to or forming part of the property is connected to any sewer pipe, sewer main or any other pipe, main or connection for or of any relevant authority.

37.4 The Purchaser acknowledges that all appliances contained within the property and/or referred to on the front page of the Contract may not have any manufacturer warranty and the Vendor does not provide any warranty in respect

of any such appliances. In the event the Vendor holds any owner manuals or warranties in respect of the same, the Vendor shall provide to the Purchaser such manuals and/or warranties subject to availability. The Purchaser cannot raise any objection, or claim for compensation as to the workability of the appliances nor any matter otherwise arising out of this condition.

37.5 The Purchaser warrants that the Purchaser has entered into this Contract upon relying entirely upon the Purchaser's inspection of the property and own enquiries. Except as expressly provided by Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation (NSW) 2010, the Purchaser states that the Purchaser does not rely on any letter, document, correspondence or arrangement whether oral or in writing as adding to or amendment to the terms, conditions, warranties and arrangements set out in this Contract.

37.6 The Purchaser acknowledges that they have made their own enquiries in respect to the property's compliance in regard to any improvements and/or restrictions on use with the responsible authority, Local Government Acts, Environmental Planning and Assessment Act, Heritage Act, whether relating to the zoning, use, construction limitation or compliance of residence buildings, or any covenant, easement or restriction.

37.7 The Purchaser acknowledges that the vendor does not certify the accuracy, completeness of currency of any attached survey report in regard to improvements. The Purchaser can also not make any claim, requisition, objection, rescind, terminate or delay completion in relation to any issue referred to in the survey report, or in respect to anyimprovements.

38. Compensation for Delayed Settlement

38.1 If the Purchaser does not complete this contract by the date for completion, without default by the Vendor, the Purchaser shall pay to the Vendor on completion of this Contract, in addition to the balance purchase money, as an amount calculated as eight per cent (8%) per annum interest on the balance purchase money computed at a daily rate from the day immediately after intended completion date to the day on which this contract shall be completed.

38.2 The Purchaser agrees that should the Vendor serve notice in accordance with this clause, the Purchaser agrees to pay the Vendor the sum of $340.00, being an estimate of the legal and administrational fees as a consequence of the delay. This amount is not withstanding any other monies owed or adjustments payable due to delay.

38.3 Payment of interest under this condition 38 is an essential term of this Contract. The Purchaser shall not require the Vendor to complete this Contract unless the payment of interest under this condition is made and it is agreed that payment of interest hereunder is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

38.4 In the event settlement of this Contract does not take place on the scheduled time(s) for completion due to the default of the Purchaser, or his/her mortgagee, then in addition to any other monies payable by the Purchaser upon completion of this Contract, the Purchaser must pay all fees including agency fees and re-certification fees, incurred by the Vendor (if any), or his/her mortgagee, in relation to any re- arrangement of settlement.

38.5 The purchaser acknowledges and agrees that any claim for compensation which exceeds 0.01% of the purchase price shall be deemed an objection or requisition, thereby entitling the Vendor to rescind under Clause 8 of the Printed Contract. This is in spite of any conditions to the contrary in the contract; in particular clauses 6 to 8.

39. Time for Completion and Notice to Complete

39.1 Should either party fail to complete this contract on or before the date for completion specified herein then the other party shall be entitled to issue a Notice to Complete to the defaulting party to complete this Contract within fourteen (14) days from the date of service of such notice (of which the said fourteen (14) day period shall be deemed to be sufficient and reasonable) and in this respect, time shall be of the essence.

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

39.3 The purchaser agrees that should the Vendor serve notice in accordance with this clause 39, the purchaser agrees to pay the Vendor the sum of $340.00, being an estimate of the legal and administrational fees for having to complete such a notice. This amount is not withstanding any other monies owed or adjustments payable.

39.4 The party serving a Notice to Complete may:

a) at any time withdraw the Notice to Complete by further notice to the party in default; and

b) at its option issue a further Notice to Complete.

40. Effect of Death, Bankruptcy or Insolvency

40.1 If the Vendor or the Purchaser (or if more than one), then any one of them shall die, become mentally ill or bankruptcy, then either party may rescind this contract prior to completion.

40.2 If the Purchaser is a corporation or company as defined by the Corporations Act 2001, and in the event the Purchaser commences proceedings for winding up, becomes bankrupt or insolvent or a liquidator is appointed, the Purchaser shall be deemed in breach of this Contract and the provisions of printed condition 9 shall apply.

41. Foreign Persons

41.1 The purchaser warrants to the vendor that:

a) If the purchaser is a natural person she/he is an ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the purchaser; and

b) Whether the purchaser is a natural person or a corporation, the acquisition of the property by the purchaser does not all within the scope of the foreign Acquisitions and Takeovers Act 1975 and is not examinable by the Foreign Investment Review Board.

42. Discharge of Mortgage, etc

42.1 The Vendor shall not be required to register prior to completion a Discharge of any Mortgage(s), Writ(s) registered on the Title to the subject property and/or remove any Caveat(s) and the Purchaser shall accept on completion a Discharge of any such Mortgage(s), Writ(s) or a Withdrawal of caveat(s) in duly registrable form together with an allowance for the registration fees payable to the Land and Property Information Service (NSW).

42.2 The purchaser cannot make any claim of compensation, objection or requisition, terminate or delay completion

regarding any lease, mortgage or caveat affecting the property and will accept an executed discharge of mortgage(s) and withdrawal of caveat(s) at completion in satisfaction of the vendor's obligation to give an unencumbered title. In this case the Vendor agrees to provide the monies required for the registration fees payable to the land titles office.

43. Purchaser's Warranty, Finance

43.1 In the event of there being such a breach of the warranty set out in printed condition 22 of the Contract, whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damages, penalty fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

43.2 The purchaser acknowledges and confirms that they do not require credit in order to pay for the property; or in the case of requiring credit, have made reasonable arrangements and approvals to obtaining that credit prior to signing this contract. Failure to obtain this credit does not give the purchaser any rights to terminate the contract on this basis.

44. Deposit

44.1 If the vendor agrees to accept the deposit in two instalments, then, notwithstanding any other provision of this contract, the deposit will be payable as follows:

(a) 5% on the date of this contract, and

(b) 5% on the earlier of completion of this contract and the date of the breach of a term of this contract by the purchaser which would entitle the vendor to exercise the rights conferred under clause 9 (including forfeiture of the deposit) and, in this respect, time is of the essence.

44.2 Upon any default of the purchaser of this contract which entitles the vendor to exercise the rights conferred by clause 9 (including forfeiture of the deposit), the vendor will be entitled to sue the purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt.

44.3 This clause is an essential term of this contract.

44.4 The Purchaser authorises the deposit holder to release such part or all of the deposit to the Vendor (without production of any further authority than a copy of this special condition) as is needed by the Vendor for the Vendor's purchase of another property or for any other purpose. The Vendor may apply any monies released to the payment of the Vendor's deposit or stamp duty on such purchase or for any other reason. This Clause shall not prejudice the rights of the Purchaser in the event of its lawful rescission of this Contract and the Vendor shall refund to the Purchaser the whole of the deposit within one (1) month after such rescission.

44.5 If the deposit is invested in an interest bearing account, each party shall provide their tax file number to the deposit holder and in the event of default by any party resulting in the bank or financial institution withholding an amount under the income tax legislation, such sum shall be deducted from the defaulting party's share of the interest.

45. Title

45.1 Notwithstanding any other provisions of this Contract the parties expressly agree that the particulars of title disclosed in this Contract are sufficient to enable the Purchaser to prepare the transfer and the date of this

Contract shall be the date of delivery of the Vendor's statement of title.

45.2 Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the purchaser applied for a building certificate from the local council after the date of this contract and the council after the date of this contract, but before completion:

a) Makes a work order under any legislation (but not an upgrading or demolition order);

b) Refuses to issue the certificate;

c) Informs the Purchaser of work to be done before it will issue the certificate; then

The purchaser shall not make any objection, requisition, claim for compensation, rescind, delay completion nor require the vendor to do any work to the property.

Should the purchaser become entitled to rescind this contract for the breach of the warranty in clause l(d) Schedule 1, Part 1 of the Conveyancing (Sale of Land) Regulations, the vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served their notice of rescission.

45.3 Should a copy of a Survey Report be annexed to this contract, the Purchaser acknowledges that he has inspected the copy of such Survey Report forming part of the contract herein and shall not make any requisition, objection or claim for compensation in respect of any matter specifically disclosed therein or shown by any diagram thereon including:

a) any encroachment by or upon the property; or

b) any breach of the Local Government Act 1919 (as amended) or ordinances thereunder due to the position of the walls or overhang from any improvements erected on the property relative to the boundaries of the property.

45.4 The contract is subject to and conditional on the purchaser not requiring the vendor to make application for or to do anything towards obtaining a Building Certificate and this agreement is not conditional upon the issue of such a certificate. The purchaser can also not make any claim, requisition, objection, rescind, terminate or delay completion in relation to any issue referred to in the survey report, or in respect to any improvements.

46. Cooling Off Period

46.1 If this Contract is made subject to the cooling off period provisions of the Conveyancing Act giving the Purchaser the right to rescind pursuant to Sections 66S and 66U of that Act, then the deposit payable under this Contract is to be paid as follows:

a) the amount equal to not less than 0.25% of the purchase price upon the making of this Contract; and

b) the balance of 10% of the purchase price is to be paid on or before 5:00 pm on the fifth business day after the day on which this Contract is made or if the cooling off period is extended by agreement between the vendor and the purchaser, by 5:00 pm on the day which the cooling off period is extended.

47. Deposit Bond or Bank Guarantee

47.1 If the Vendor agrees to a Deposit Bond or guarantee. In this contract the word "Bond" means a Deposit Guarantee Bond or Bank Guarantee issue to the vendor at the request of the Purchaser by an acceptable institution and in an approved form.

a) The Delivery of the bond to the vendor's solicitor no later than the time the deposit is required to be

paid.

b) On completion of this contract, the purchaser shall pay all monies owed to the Vendor in addition to the amount stipulated in the bond.

c) If the Vendor serves on the Purchaser a notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the purchaser hall forthwith pay the deposit (or so much thereof as has not been paid) to the vendor's solicitor.

47.2 This condition is in addition to any other rights the Vendor has. The purchaser's obligation to pay the deposit amount will not be absolved if the contract was terminated for any reason..

48. Electronic settlement

48.1 If the Purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic transaction, then the Purchaser will pay the Vendor a sum of $550.00 (inclusive of GST) as a re-imbursement of the Vendor's additional conveyancing expenses.

48.2 The Vendor and Purchaser agree that the sum of $550.00 (inclusive of GST) will be adjusted in favour of the Vendor at settlement.

.

49. Corporate Purchase and Directors Guarantee

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

49.2 The word 'guarantor" means the directors and shareholders of the purchaser as at the date of this contract and each person who signs this contract on behalf of that corporation.

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

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

a) payment of all money payable by the purchaser under this contract; and

b) the performance of all of the purchaser's other obligations under this contract.

49.5 The guarantor:

a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

b) must pay on demand any money due to the vendor under this indemnity.

49.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

a) the performance by the purchaser of its obligations under this contract; and

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

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

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

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

a) the granting of any time, waiver, covenant not to sue or other indulgence;

b) the release or discharge of any person;

c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

e) payment to the vendor, including the payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;or

f) the winding up of the Purchaser.

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

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

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED by

in the presence of:

Signature of Witness Signature

Name of Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 54/27201A

SEARCH DATE	TIME	EDITION NO	DATE
25/7/2023	2:13 PM	2	16/6/2023

SUB FOLIO

LAND

1/2 SHARE IN LOT 54 IN DEPOSITED PLAN 27201
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP27201

FIRST SCHEDULE

CHERYL MARGARET BUTCHER (AD AT180772)

SECOND SCHEDULE (2 NOTIFICATIONS)

---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 672983 LAND EXCLUDES MINERALS

NOTATIONS

UNREGISTERED DEALINGS: NIL

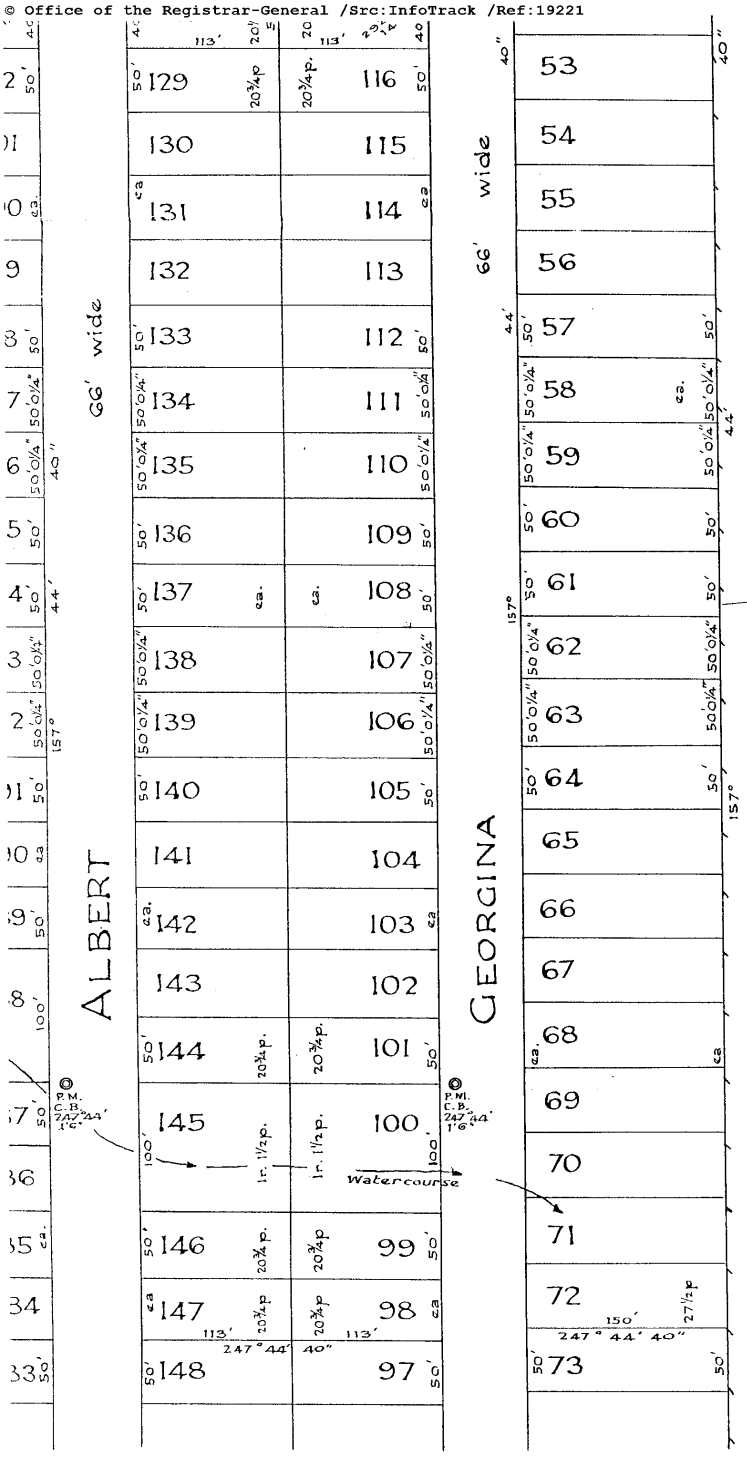
*** END OF SEARCH ***

* 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.

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Received: 25/07/2023 14:13:47

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Sheet 2

A.E. Passlow
Mortgagee

NCIL CLERK'S CERTIFICATE No. 842

requirements of the Local Government Act 1919 ts for the registration of plans) have been complied ation to the proposed new roads and subdivision

Golding
Shire Clerk.

efore me at Gosford this 13th day of September 1956

DP 27201 1/2 (E)

This is sheet 1 of plan referred to in my declaration of 29 - 5 - 56

I, Albert Sydney James Hunter of Gosford a surveyor registered under the Surveyors Act 1929-1946 do hereby solemnly and sincerely declare that permanent marks have been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

I..Albert..Sydney..James..Hunter.....

of Gosford.....

a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made * ~~(1)~~ by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 11-5-56

(Signature).....
Surveyor registered under the Surveyors Act, 1929-46.

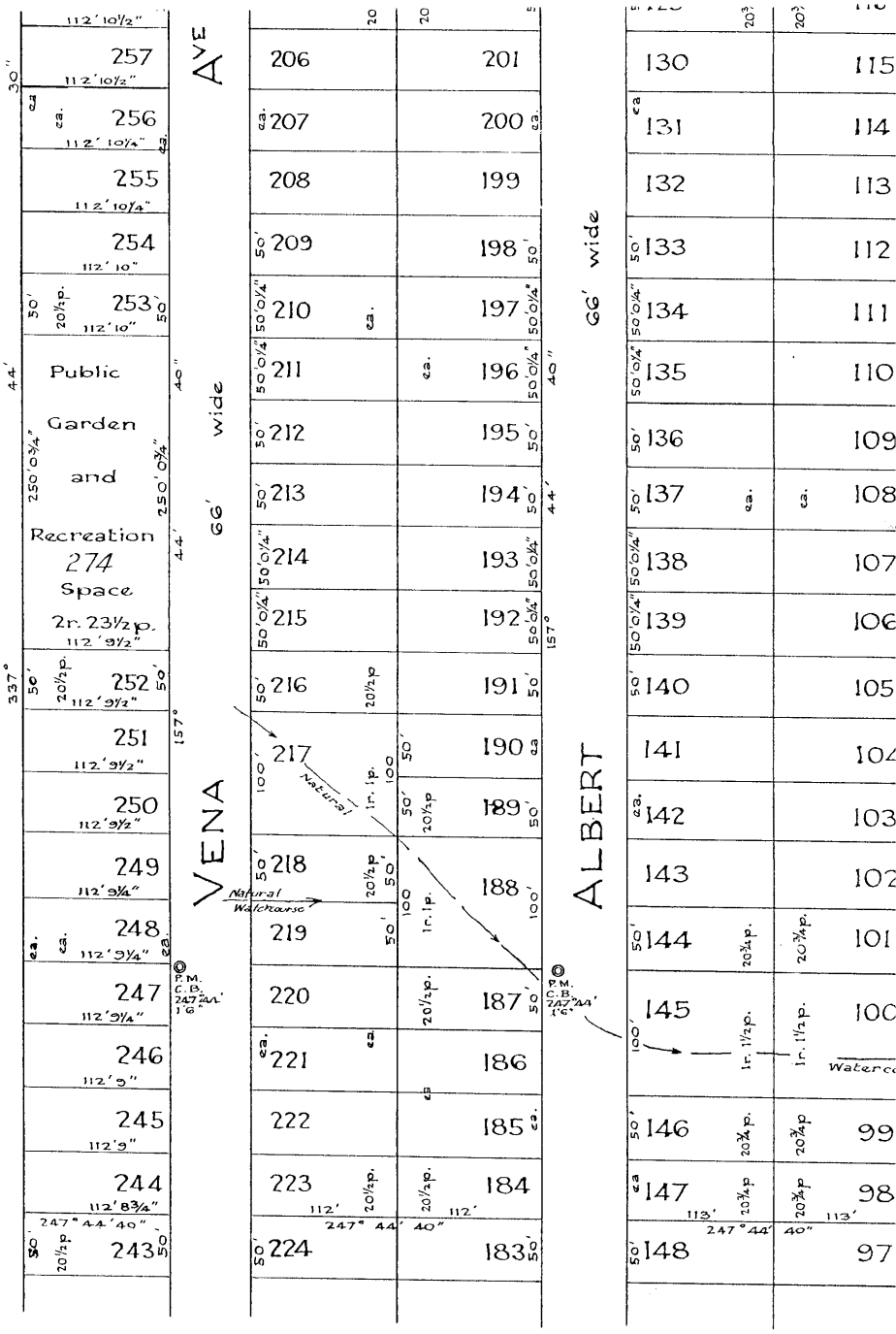
oed and declared before me at Gosford
29th day of May 1956

SHEET 1-2

*Strike out either (1) or (2). †Insert date of Survey.

Lot Nos added to P.G. & R. Spaces in Reg. Gen Dept. Vide pps L878263 8/2/1970

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The alterations and additions as shown in the Diagram have been approved by the Shire Council

Golding
Shire Clerk

All corners are splayed 10 feet.
It is intended to dedicate the new roads shown hereon to the public.

The Common Seal of the Council of the Shire of Wyong was hereto affixed in pursuance of a resolution of the Council passed on the ~~6~~ 18th ~~26th~~ day of ~~June~~ September 1956

H.G. Fletcher. Shire President

Golding
Shire Clerk

COUNCIL CLERK'S CERTIFICATE No. 842

I hereby certify that the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans) have been complied with by the applicant in relation to the proposed new roads and subdivision set out hereon.

Golding
Shire Clerk.

Re-declared before me at Gosford this 13th day of Septemb

DP 27201 1/3

Approved by Council & Covered by Council Clerk's Certificate

No. 842 of 18/9/56

Golding
Council Clerk.

Datum line of Azimuth A-B.

Subscribed and declared before me at Gosford this 29th day of May 1956

D.P. 27201.

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Plan Form No. 1 (For Deposited Plan)

Municipality of
Shire of Wyong
G581349 25.9.56
Sheet No 1 of 2 Sheets

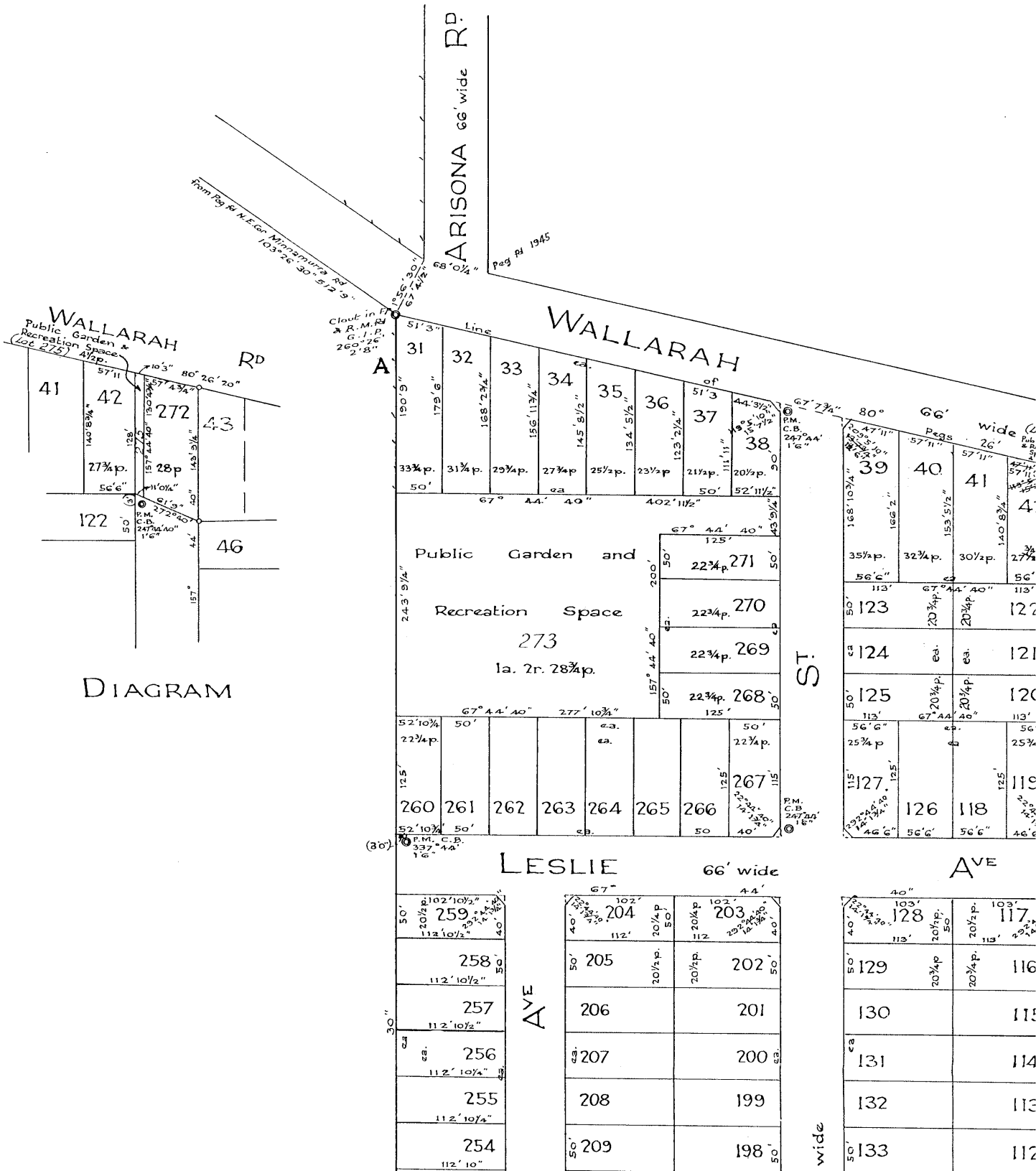
DP 27201 1/2 (E)

PLAN

of subdivision of part of land in

PARISH OF MUNMORAH COUNT

Scale: 100 feet to an inc



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PLAN

Sheet 1/2

on of part of land in C.T. Vo. ~~2287~~ 7144 Fo. ~~11~~ 248

IORAH **COUNTY OF NORTHUMBERLAND**

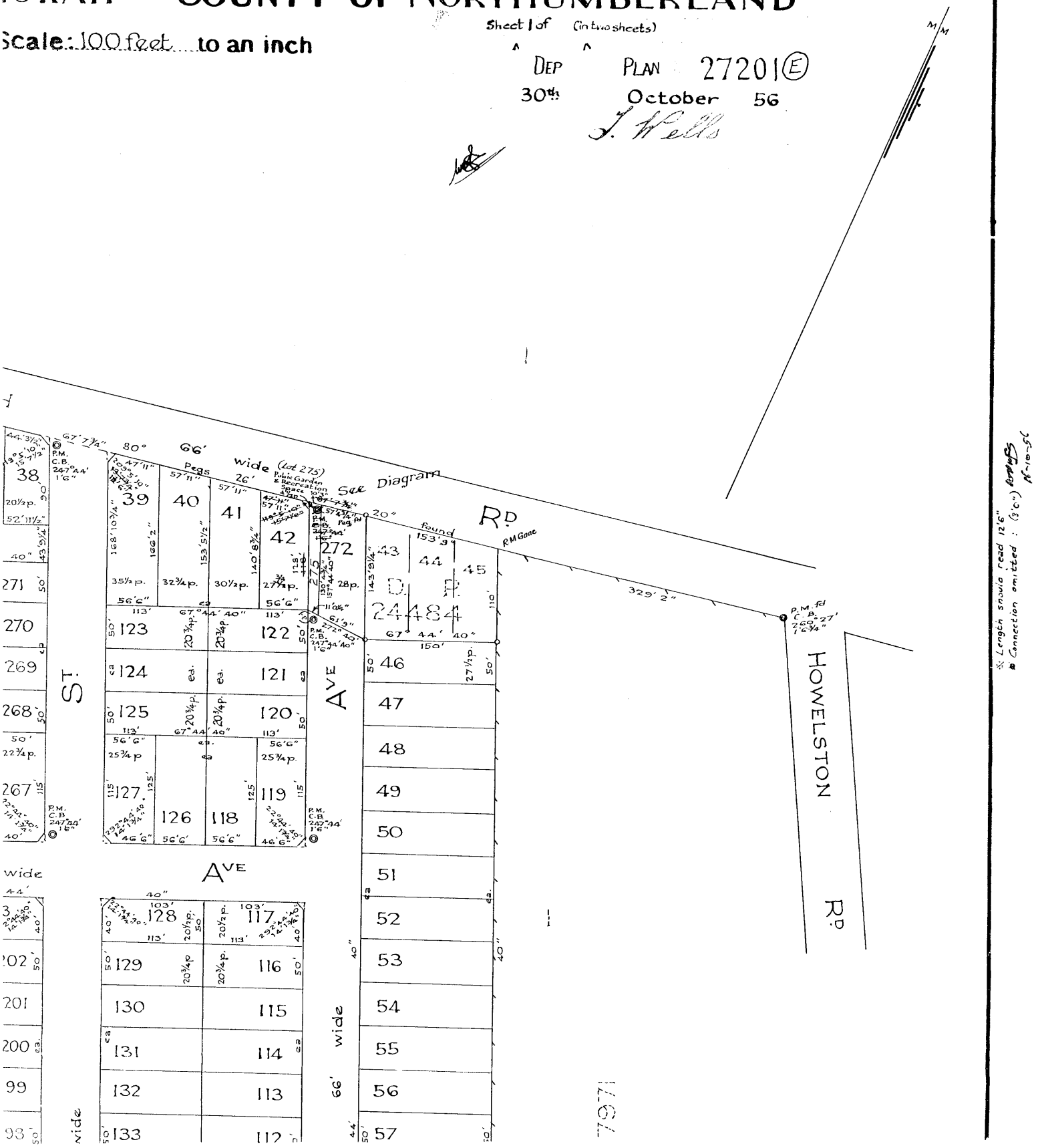
Scale: 100 feet to an inch

Sheet 1 of (in two sheets)

DEP PLAN 27201(E)

30th October 56

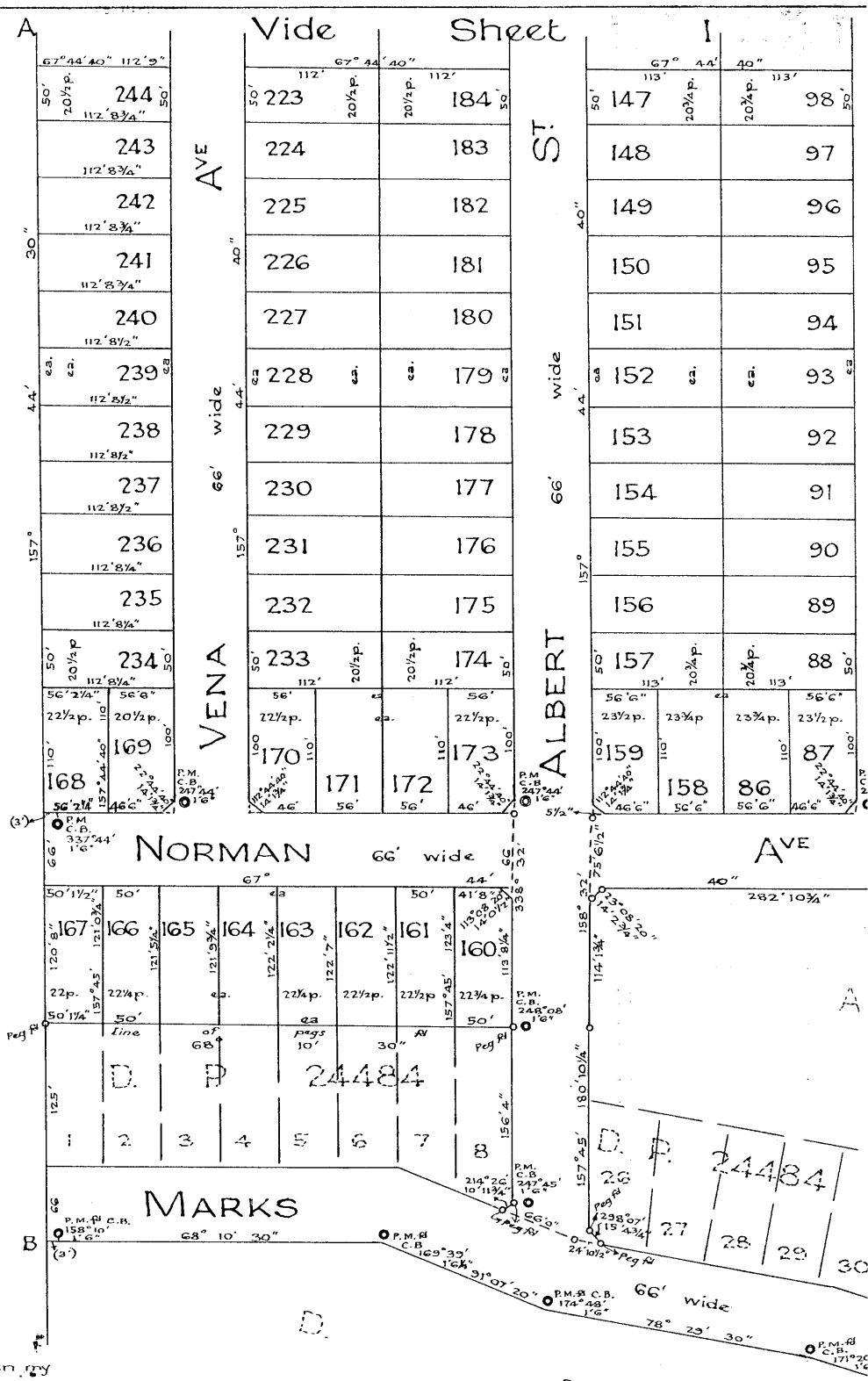
J. Wells



Req:R936265 /Doc:DP 0027201 P /Rev:20-Jan-1995 /NSW LRS /Pgs:ALL /Prt:25-Jul-2023 14:30 /Seq:5 of 7
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Shire of Wyong

G581349 25·9·56
Sheet No 2 of 2 sheets.



All corners are splayed 10 feet.

This is sheet 2 of plan referred to in my declaration of 29-5-56

Surveyor registered under the Surveyors Act 1929

Approved by Council and covered by Council Clerks Certificate No. 842 of 18/9/56

Council Clerk.

DP 27201 (E)

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Sheet 2/2

Sheet 2 of (in two sheets)

DEPOSITED PLAN No 27201 (E)

30th October 56

J. Wells

A. E. Basslow
Mortgagee

ALBERT ST. — 66' wide

GEORGINA AVE — 66' wide

AVE

RD — 66' wide

147	98	72	85
148	97	73	
149	96	74	
150	95	75	
151	94	76	
152	93	77	
153	92	78	
154	91	79	
155	90	80	
156	89	81	
157	88	82	
159	87	83	
158	86	84	

D.P. 24484

D.P. 19028

The Common Seal of the Council of the Shire of Wyong was hereto affixed in pursuance of a resolution of the Council passed on the 18th day of September, 1956

[illegible] President

Golding Shire Clerk

nail and covered by
tificate No. 842 of 18/9/56

Golding
Council Clerk.

Scale: 100 feet to an inch.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 27201 SH 1/2

FEET	INCHES	METRES
-	4 1/2	0.114
1	6	0.457
1	6 3/4	0.476
2	8	0.813
3	-	0.914
10	3	3.124
11	0 1/4	3.359
11	6	3.505
12	6	3.810
14	1 3/4	4.312
15	7 1/2	4.763
40	-	12.192
43	9 1/4	13.341
44	3 1/2	13.500
46	6	14.173
47	11	14.605
50	-	15.240
50	0 1/4	15.246
51	3	15.621
52	10 3/4	16.123
52	11 1/2	16.142
56	6	17.221
57	4 3/4	17.494
57	11	17.653
61	9	18.821
66	-	20.117
67	4 1/2	20.536
67	7 3/4	20.618
68	0 1/4	20.733
90	-	27.432
100	-	30.480
102	-	31.090
102	10 1/2	31.356
103	-	31.394
110	-	33.528
111	6 3/4	34.004
111	11	34.112
112	-	34.138
112	8 3/4	34.360
112	9	34.366
112	9 1/4	34.373
112	9 1/2	34.379
112	10	34.392
112	10 1/4	34.398
112	10 1/2	34.404
113	-	34.442
115	-	35.052
123	2 1/4	37.548
125	-	38.100
128	-	39.014
130	4 3/4	39.745
134	5 1/2	40.983
140	8 3/8	42.885
140	8 3/4	42.894
143	9 1/4	43.821
145	8 1/2	44.412
150	-	45.720
153	5 1/2	46.774
153	9	46.863
156	11 3/4	47.847
166	2	50.648
168	2 3/4	51.276
168	10 3/4	51.479
179	6	54.712
190	9	58.141
200	-	60.960
243	9 1/4	74.301
250	0 3/4	76.219
277	10 3/4	84.703
329	2	100.330
402	11 1/2	122.822
512	9	156.286

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 27201 SH 1/2 CONTD

AC	RD	P	SQ M
-	-	4 1/2	113.8
-	-	20 1/4	512.2
-	-	20 1/2	518.5
-	-	20 3/4	524.8
-	-	21 1/2	543.8
-	-	22 3/4	575.4
-	-	23 1/2	594.4
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28	708.2
-	-	29 3/4	752.5
-	-	30 1/2	771.4
-	-	31 3/4	803
-	-	32 3/4	828.3
-	-	33 3/4	853.6
-	-	35 1/2	897.9
-	1	1	1037
-	1	1 1/2	1050
-	2	23 1/2	2618
1	2	28 3/4	6797

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 27201 SH 2/2

FEET	INCHES	METRES
1	6	0.457
1	6 1/4	0.464
3	-	0.914
10	11 3/4	3.346
14	0 1/2	4.280
14	1 3/4	4.312
14	2 3/4	4.337
15	4 3/4	4.693
20	-	6.096
24	10 1/2	7.582
36	4 1/2	11.087
41	8	12.700
46	-	14.021
46	6	14.173
50	-	15.240
50	1 1/4	15.272
50	1 1/2	15.278
56	-	17.069
56	2 1/4	17.126
56	6	17.221
66	-	20.117
68	9 3/4	20.974
75	6 1/2	23.025
100	-	30.480
110	-	33.528
112	-	34.138
112	8 1/4	34.347
112	8 1/2	34.354
112	8 3/4	34.360
112	9	34.366
113	-	34.442
113	8 1/4	34.652
114	1 3/4	34.792
120	8	36.779
121	0 3/4	36.900
121	5 1/4	37.014
121	9 3/4	37.128
122	2 1/4	37.243
122	7	37.363
122	11 1/2	37.478
123	4	37.592
125	-	38.100
150	-	45.720
156	4	47.650
180	10 1/4	55.124
282	10 3/4	86.227
460	6	140.360

AC	RD	P	SQ M
-	-	20 1/2	518.5
-	-	20 3/4	524.8
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	27 1/2	695.6

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672983A

Fees: £ s. d.
Transfer 30 1 0
Endorsement .....
Certificate .....
£1 1 0

NEW SOUTH WALES TWO POUNDS TEN SHILLINGS STAMP DUTY

N.S.W. DEPARTMENT 30.7.12.H OF STAMP DUTIES

JUL 1912

New South Wales.

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.) 672983

AUG 12 1912

10.10am

NEW SOUTH WALES

6s 8121

FEE SIMPLE.

31

I,[a] ALBERT HAMLYN WARNER of Sydney Esquire

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] FOUR HUNDRED AND SEVENTY ~~EIGHT POUNDS~~ (£478:0:0)

paid to me by[e] CHARLES PASLOW of Wyong Farmer

972830

the receipt whereof I hereby acknowledge,

do hereby transfer to the said[f] Charles Paslow

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g] FIFTY EIGHT ACRES THREE ROODS situate in[h] the Parish of Munmorah County of Northumberland

being[i] ——— part ——— of the land comprised in[j] Certificate of Title dated ——— 25th August 1910 — registered volume No. 2082 — folio 35[k] as delineated on the plan annexed hereto and marked " A " ~~And also in the pieces of land as follows:—~~

EXCEPTING AND ALWAYS RESERVING out of these presents and the Transfer hereby made unto the said Albert Hamlyn Warner and his Transferees all mines veins and seams of coal and other mines and minerals of every description lying within or under the said piece of land hereby transferred or any part or parts thereof respectively with full liberty power and authority for the said Albert Hamlyn Warner and his Transferees and his or their Lessees agents and workmen and every or any other person or persons by his or their order or permission at any time or times and from time to time to search for get win take cart and carry away the said excepted mines and minerals or any of them or any part or parts thereof and to do all things necessary for effectuating all or any of the purposes aforesaid but without entry upon the surface of the said land or anypart thereof and so as not to disturb the said surface or any part thereof by or in consequence or underground working

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected

[a] Name, residence, occupation, or other designation, in full, of Transferor.

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

[c] All subsisting encumbrances must be noted hereon. (*See* page 2.)

[d] If the consideration be not pecuniary, state its nature concisely.

[e] Name, residence, occupation, or other designation in full, of transferee. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

[f] If to two or more, state whether as joint tenants or tenants in common.

[g] Area, in acres, roods, or perches.

[h] Parish or town and county.

[i] "The whole" or "part," as the case may be.

[j] "Crown Grant," or "Certificate of Title."

[k] Strike out if not appropriate. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "*as delineated in the "plan hereon* [or "*annexed hereto*"] or "*described as follows*," "*viz.*":— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants

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MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1. A very short note of the particulars will suffice.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State.

If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror or Transferree signs by a mark, the attestation must state "that the "instrument was read "over and explained to "him, and that he "appeared fully to un- "derstand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney
the twenty-sixth day of July in the year
of our Lord one thousand nine hundred and twelve

Signed in my presence by the said

ALBERT HAMLYN WARNER
WHO IS PERSONALLY KNOWN TO ME

W S Winston m

Albert H Warner
Transferror.*

Signed*
Clerk to
Stephen Jaques & Stephen

n Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

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For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said CHARLES PASLOW WHO IS PERSONALLY KNOWN TO ME

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

C. Paslow

Transferree.

(o The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY Mortgagees from Albert Hamlyn Warner under and by virtue of Memorandum of Mortgage Registered Number 577086 HEREBY Discharge the said Mortgage but so far only as regards the land comprised in the within Transfer.

Dated the twenty ninth day of July 1912

THE COMMON SEAL of THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY was hereunto affixed at a duly convened Board Meeting in the presence of

Directors

F E Winchcombe
James Burns.
R. L. Reed

FORM OF DECLARATION BY ATTESTING WITNESS.[q]

Appeared before me, at , the

day of , one thousand nine hundred and [r]

the attesting witness to this instrument, and declared that he personally knew [s] the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t] is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

[u]

q 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.

r Name of witness and residence.

s Name of Transferror.

t Name of Transferror.

u Registrar-General, Deputy, Notary Public,

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No. 8/4980 *Memorandum of Transfer of*

58ac 3pds pt portn 23 & 24
Shire Eraja Pl Munmorah
Co Northumberland

Reserving mines & minls

A. H. Warnet *Transferor.*

Charles Passlow *Transferree.*

Lodged by

(*Name*) Stephen James Hyde

(*Address*) Lgdsecy

Particulars entered in the Register Book, Vol. 2082
Folio 95

the 12th day of August, 1912
at 10 minutes pt 10 o'clock
in the fore noon.

Registrar General.

REGISTRAR GENERAL N.S.W. SOUTH WALES

No 3121

	DATE.
~~15~~ AUG. 1912	
SENT TO DRAFTING BRANCH	2.8.12
RETURNED FROM RECORDS	AUG 2 1912
DRAFT WRITTEN	AUG 8 1912
DRAFT EXAMINED	
RETD. TO RECORDS	AUG 10 1912
DRAFT FORWARDED	B.8.12
RETURNED FROM RECORDS	AUG 16 1912
CERTIFICATE ENGROSSED	
DIAGRAM COMPLETE	23.8.12
CERTIFICATE EXAMINED	27/8/12
ACCOUNTANT	29.8.12
DEP. REGISTRAR GENERAL	4 SEP. 1912

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673740

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but (save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for Certificate of the subsisting residue.
Tenants in common *must* receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out a ne Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid:	$67.00
Receipt No:	
Receipt Date:	25 July 2023
Property Address:	65 Georgina Avenue, GOROKAN NSW 2263
Property Description:	Lot 54 DP 27201
Property Owner:	Ms C M Butcher
Certificate No:	64527
Reference No:	19221:249773
Date of Issue:	25-Jul-2023

The information contained within this certificate relates to the land.

ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 54 DP 27201

R2 Low Density Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

(e) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3	CONTRIBUTION PLANS

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

The land is subject to the Gorokan District Development Contributions Plan.

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

4	COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008,* because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) and 1.19.

HOUSING CODE

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5	EXEMPT DEVELOPMENT

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)

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

No

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

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

7	LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9	FLOOD RELATED DEVELOPMENT CONTROLS

(1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

(2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.

(3) In this section—

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

This land is **not** affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding).

In this section—

adopted policy means a policy adopted—

(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bush fire prone land (as defined in the Act).

12 LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of the *Home Building Act 1989,* Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13 MINE SUBSIDENCE

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 PAPER SUBDIVISION INFORMATION

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

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 PROPERTY VEGETATION PLANS

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16	BIODIVERSITY STEWARDSHIP SITES

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016.

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

17	BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016.*

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995,* Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016,* Part 8.

18	ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

19	ANNUAL CHARGES UNDER *LOCAL GOVERNMENT ACT 1993* FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note—
Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20	WESTERN SYDNEY AEROTROPOLIS

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

No

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

No

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

No

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

No

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

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

Karen Hansen
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential
Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

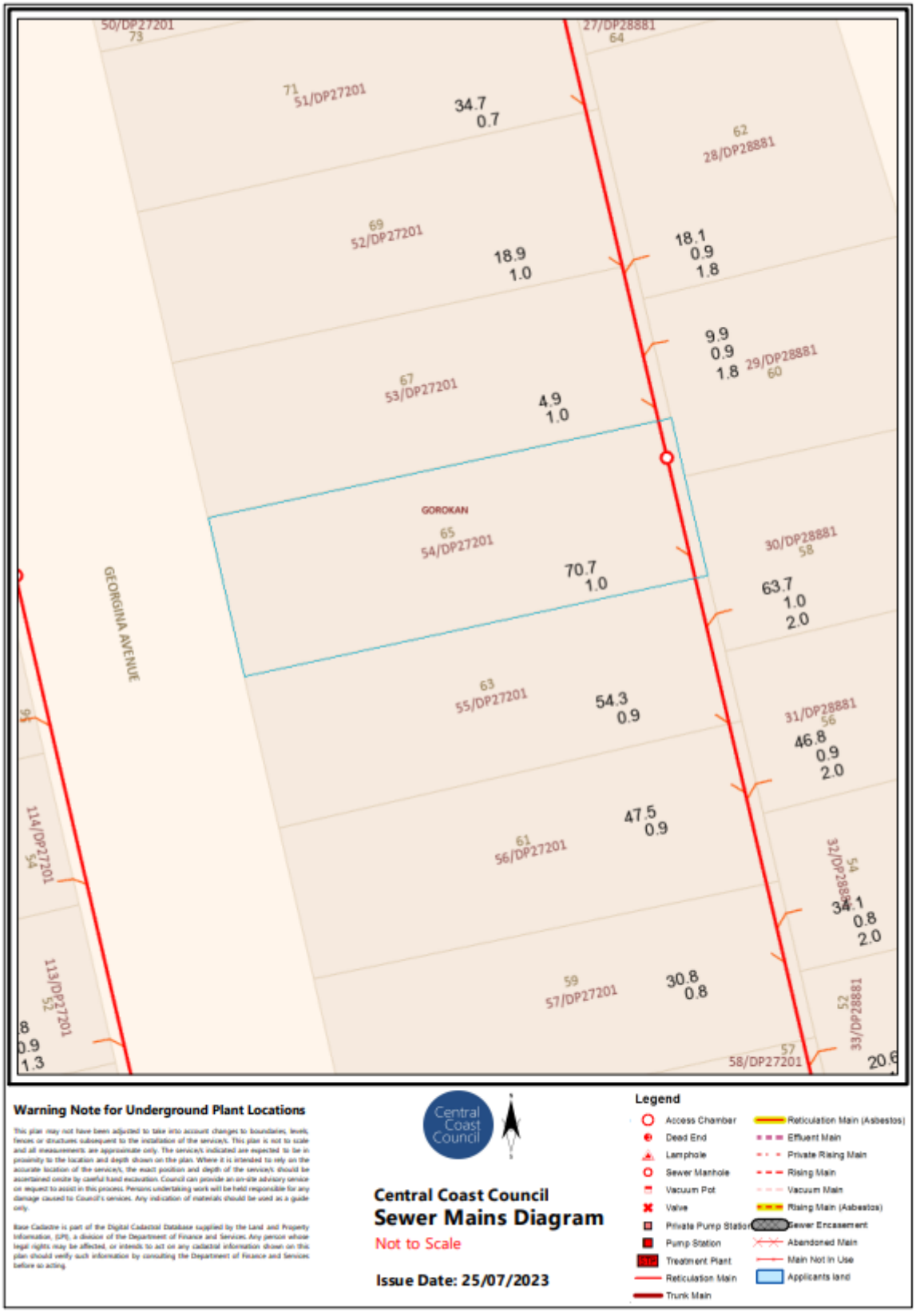
3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

Lot 54 DP 27201
65 Georgina Avenue, GOROKAN NSW 2263



65 Georgina Avenue, GOROKAN NSW 2263
Lot 54 DP 27201

SHIRE OF WYONG

SEWERAGE CONNECTION PLAN

For M J. BANCROFT
48 GREGORY ST PENDLE HILL

No. 15766
House No. 65
Street GEORGINA AVE
Lot 54 Sec.
Fees $6.00 D.P. 27201
RECEIPT No 15584

Scale: 50 ft. to 1 inch.

This diagram is the property of the proprietor and must be returned to him on completion of the work.

All plumbing and draining work shown on Diagram must be carried out by a plumber and drainer licensed by Wyong Shire Council and in accordance with the provisions of Ordinance No. 46, made under the Local Government Act, 1919, and to the satisfaction of the Council, and no responsibility will be taken for the same unless official certificates are obtained by licensed plumbers.

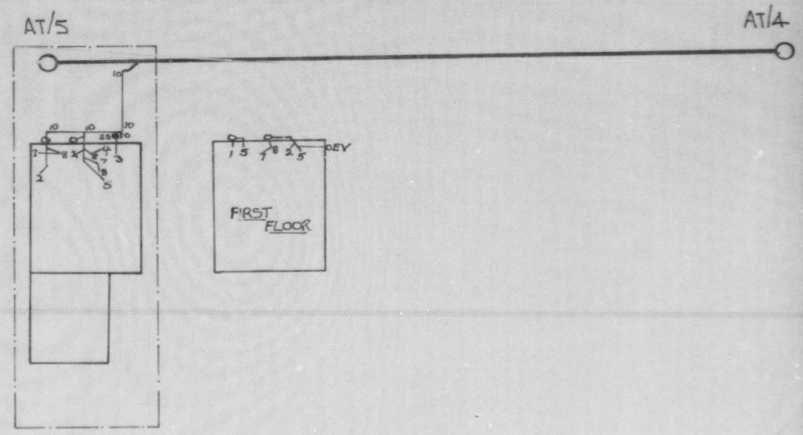
RAIN OR SURFACE WATER IS NOT TO BE CONNECTED WITH SEWER.

Junction about 232·0 feet from down stream manhole. Depth 3·4

NOTES:

1. Kitchen Sink.
2. Basin.
3. Laundry Tubs.
4. Bath Waste.
5. Water Closet.
6. Grease Interceptor Trap.
7. Shower Recess.
8. Floor Waste.
9. Floor Safe.

I.O. Inspection Opening.
[x] Gully Trap.
S.V.P. Soil Vent Pipe.
E.V. Educt Vent.
Special
S.S. Sink Stone.



GEORGINA AVE

Drawn by J.W.P.
23-2-1977

Health Inspector

PENFOLDS PRINTERS 2055-SM-73

NSW GOVERNMENT

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**5181bb49**
Property Address:	**65 GEORGINA AVENUE GOROKAN**
Date of Registration:	**14 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:	5181bb49
Property address:	65 GEORGINA AVENUE GOROKAN
Date of inspection:	29 July 2023
Expiry date:	29 July 2024
Issuing authority:	Richard Greenwood - Registered Certifier - bdc2362

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.