

# Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	eCOS ID: 44146289	NSW Duty:
vendor's agent	PULSE PROPERTY AGENTS Level 3, 12 Central Road, Miranda NSW 2228		Phone: 9525 4666 Fax: 9525 4699 Ref: Lucas Pratt
co-agent			
vendor	MICHAEL GREGORY ROSS and NATALIE LOUISE ROSS 33 Scylla Road, Oyster Bay NSW 2225		
vendor's solicitor	HAYDON LAW GROUP 88 Cronulla Street Cronulla NSW 2230 PO Box 537, Cronulla NSW 2230 (DX 21127 CRONULLA)		Phone: 9527 1600 Fax: 9527 4652 Ref: Daniel Haydon Email: admin@haydonlawgroup.com
date for completion	42 days after the contract date (clause 15)		
land	33 SCYLLA RD OYSTER BAY NSW 2225		
(Address, plan details and title reference)	LOT 263 IN DEPOSITED PLAN 14716 263/14716		
	<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor		witness
	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**proposed electronic transaction** (clause 30)

☐ NO ☐ yes

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

**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 that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☒ 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 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under legislation
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

**Swimming Pools Act 1992**

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1989

**Other**

- ☐ 52

## FURTHER PROVISIONS

BETWEEN

AS VENDOR(S)

MICHAEL GREGORY ROSS and NATALIE LOUISE ROSS

AND

AS PURCHASER(S)

PROPERTY AT:

33 SCYLLA ROAD, OYSTER BAY

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1. **PURCHASER(S) WARRANTY IN RESPECT OF THE AGENT**

The Purchaser warrants that he has not been introduced to the property herein sold and/or the Vendor by any Agent other than the Vendor's Agent, if any, herein named. The Purchaser shall indemnify the Vendor in respect of any commission claim and/or other payment for which the Vendor is held liable to pay resulting from breach of this warranty. This warranty and indemnity shall not merge on completion.

2. **PARTICULARS OF TITLE**

Sufficient particulars of title for the preparation of the transfer are contained in this Contract and the Purchaser(s) shall not request the Vendor(s) to provide any further Statement of Title.

3. **TIME FOR COMPLETION AND NOTICE TO COMPLETE**

(A) Should either party fail to complete this Contract on or before the completion date 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 and in this respect time shall be of the essence.

(B) If the Vendor(s) is required to issue a Notice to Complete in accordance with this clause as a result of the Purchaser's default under this Contract, then it is an essential term of this Contract that the purchaser must, on completion, allow to the Vendor(s) the sum of \$275.00 on account of the Vendor's additional legal costs and disbursements in relation to the issue of the Notice to Complete.

4. **EFFECT OF DEATH OR INSOLVENCY**

If the Vendor(s) or Purchaser(s) or if more than one then any one of them shall die or become mentally ill or go into bankruptcy, then either party may rescind the Contract.

5. **SURVEY**

If annexed hereto is a copy of a survey report relating to the property the Purchaser(s) acknowledge any encroachment by or upon the property and/or non-compliance with the Local Government Act 1919 that may be specifically disclosed and clearly described therein and the Purchaser(s) shall not make any requisitions, objections or claims for compensation in relation to any encroachment and/or non-compliance. The Purchaser(s) acknowledge that the Vendor(s) do not guarantee that the original of any copy survey annexed hereto will be available at settlement.

**Further Provisions (cont.)**

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6. **COVENANTS AND RESTRICTIONS**

The Purchaser(s) acknowledge and agree that they have inspected all covenants and restrictions annexed hereto and will raise no objection, requisition or claim for compensation in relation to the contents thereof, to the non-compliance by the property with any of the same or any matter or thing arising therefrom and further acknowledge that they have fully satisfied themselves in all respects thereto.

7. **RELEASE OF DEPOSIT**

Notwithstanding anything hereinbefore contained, the Purchaser(s) hereby agree to release on or after the date hereof and prior to completion, the deposit or part thereof to the Vendor(s) if required by the Vendor(s) for payment as deposit money on the purchase of real estate and/or stamp duty and/or towards the balance of purchase price payable by the Vendor(s) on the Vendor(s)' purchase of another property. The Purchaser(s) authorise the Vendor(s)' Agent and/or the Vendor(s)' Representative (without production of any further authority other than a copy of this Special Condition) to withdraw the said moneys from where same has been deposited for an amount so required by the Vendor(s) for any of the beforementioned applications.

8. **SECTION 149 CERTIFICATE**

The Vendor(s) disclose that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.

9. **REDUCED DEPOSIT**

If the Vendor agrees to accept a part deposit on exchange of this Contract then, in addition to any other rights or benefits accruing to the Vendor hereunder, it is hereby agreed that in the event the Purchaser shall make default in the performance of his obligations in this Contract and notwithstanding the provisions of Clause 9 in that regard the Vendor shall have the right to demand and receive from the Purchaser that amount as shall represent the difference between the part deposit paid and the full deposit shown on the front page of the Contract and to recover the amount of such difference from the Purchaser as a liquidated debt. If there is no default by the Purchaser, or completion of this Contract occurs notwithstanding the Purchaser's default, the balance of the deposit must be paid on completion. This clause shall not merge on completion.

10. **COMPENSATION FOR DELAYED SETTLEMENT**

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

11. **SWIMMING POOLS**

Where a swimming pool is included in the sale, the Vendor(s) does not warrant that the said swimming pool complies with the requirements imposed by the Swimming Pools Act, 1992, and the regulations prescribed under that Act or pursuant to the regulations thereunder and the Purchaser(s) shall not be entitled to make any objections, requisition or claim for compensation or delay settlement in relation thereto. This clause shall not merge on completion.

**Further Provisions (cont.)**

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12. **NON-COMPLIANCE**

So far as the Vendor(s) are aware there are no encroachments by or upon the subject property and there is no contravention of the Local Government Act or ordinances in respect of the position of the building and its eaves and guttering. If upon survey there shall be found any such encroachments or contravention to which the Purchaser(s) shall be entitled to object the Vendor(s) shall not be obliged to cure or remedy the same and notwithstanding the provision of Clauses 6 and 7 of the annexed Conditions of Sale the Vendor(s) shall not be obliged to make any compensation in respect thereof and in the event of the Purchaser(s) refusing to accept the premises subject to any such encroachment or contravention the Vendor(s) shall be entitled to rescind the contract upon returning to the Purchaser(s) the deposit hereunder and thereafter neither party shall be liable to the other for any matter arising hereunder.

13. **FINANCE**

The Purchaser(s) warrants that:-

- (a) Finance has been obtained;
- (b) The terms of such finance are reasonable for the Purchaser(s)' needs;
- (c) Such finance is sufficient to allow the Purchaser(s) to complete this Contract.

The Purchaser(s) acknowledges that the intention of this Special Condition is to disentitle the Purchaser(s) from claiming any rights under Section 124(1) of the Consumer Credit Code.

14. **PERSONAL GUARANTEES**

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the director of the Purchaser Company ("the Guarantor") guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

.....  
Signature of Witness

.....  
Signature of Guarantor

.....  
Print name and address

.....

**Further Provisions (cont.)**

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15. **PURCHASER RELIES ON OWN ENQUIRIES**

- (A) The Purchaser warrants that, in entering into this Contract, the Purchaser does not rely upon any warranty or representation in relation to the property, or to the neighbourhood in which the property is situated or any event which may or may not have taken place at the property, made by the Vendor or any person on behalf of the Vendor (including the Vendor's agent (if any) except as may be expressly set out in this Contract.
- (B) The Purchaser warrants that the Purchaser has relied upon the Purchaser's own enquiries in relation to the property and the Purchaser accepts the property in its present state and condition (subject to fair wear and tear) as to which the Vendor makes no warranty whatsoever and the Purchaser will make no objection, requisition or claim for compensation nor rescind or terminate this contract with regard to the state and condition of the property.
- (C) The Purchaser acknowledges that the Vendor has not authorised the Vendor's agent or any other person to make any representations or warranties in relation to:
  - (i) the property or to the neighbourhood in which the property is situated;
  - (ii) any event which may have occurred at the property;
  - (iii) any act to be performed by the Vendor;
  - (iv) the manner in which the Vendor will or will not enforce the Vendor's rights set out in this Contract; or
  - (v) any other matter or thing regarding the sale of the property;in relation to which matters the Purchaser relies entirely on the Purchaser's own enquiries and the terms contained in this Contract.

16. **AMENDMENTS TO PRINTED PROVISIONS OF CONTRACT**

- (A) Clause 1 is amended so that from the definition of "bank", the following words are deleted:

"a building society or credit union".
- (B) Clause 16.5 the words "plus another 20% of that fee" are deleted.
- (C) Clause 16.8 is deleted.

17. **VENDORS DISCLOSURE**

The Vendors disclose that the back deck and some minor internal alterations were undertaken by the Vendors without approval and the Purchaser relies upon their own enquiries and will not make any objection, requisition or claim for compensation in this regard.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 263/14716

SEARCH DATE	TIME	EDITION NO	DATE
20/2/2018	10:26 AM	8	14/3/2013

## LAND

LOT 263 IN DEPOSITED PLAN 14716  
AT COMO  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP14716

## FIRST SCHEDULE

MICHAEL GREGORY ROSS  
NATALIE LOUISE ROSS  
AS JOINT TENANTS (T AH608511)

## SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B550369 LAND EXCLUDES MINERALS
- 3 AH608512 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

## NOTATIONS

UNREGISTERED DEALINGS: NIL

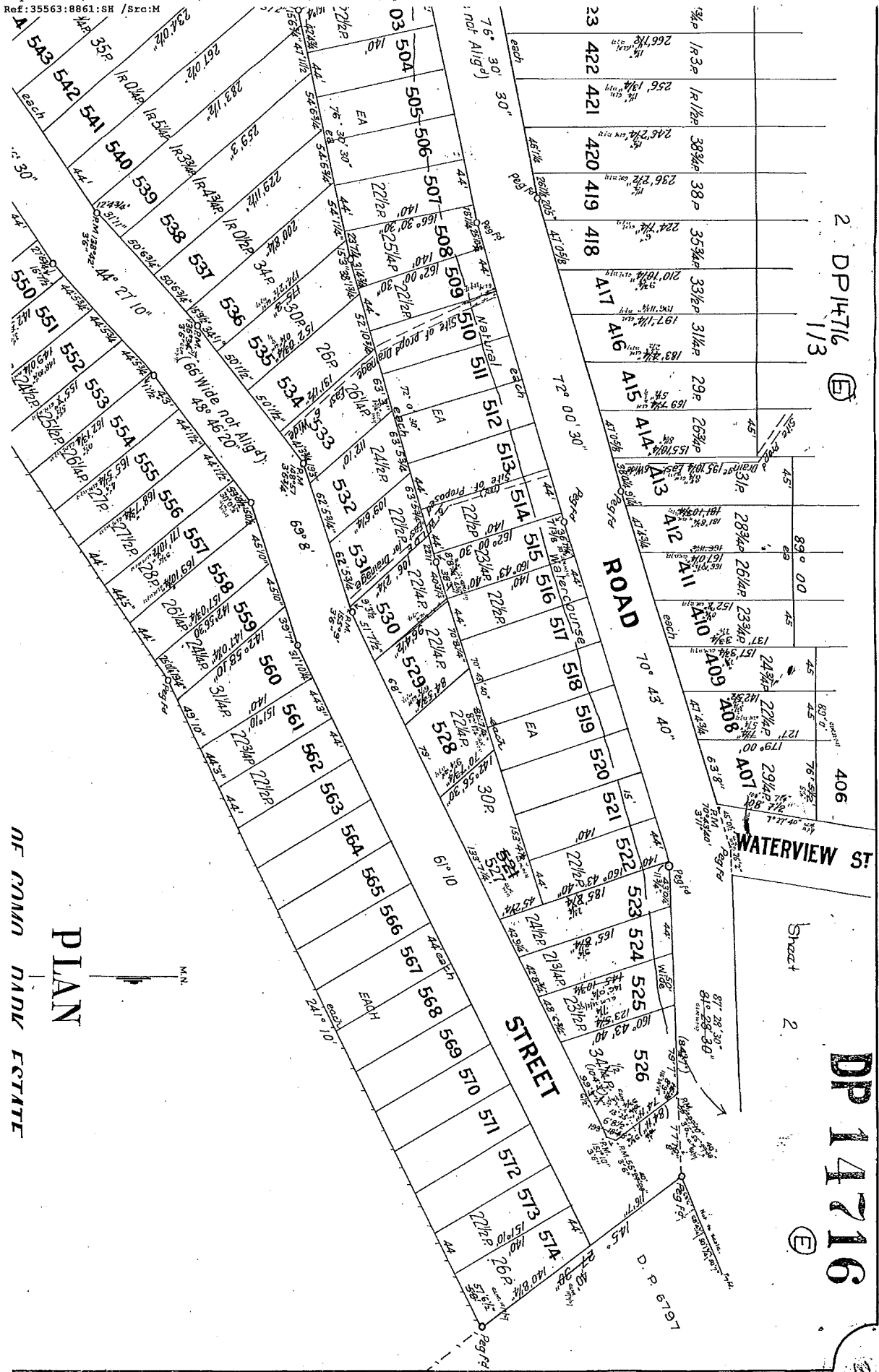
\*\*\* END OF SEARCH \*\*\*

35563:8861:SH

PRINTED ON 20/2/2018

\* 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.

Req:R146218 /Doc:DP 0014716 P /Rev:01-Jul-1998 /Sts:OK,OK /Egs:ALL /Brt:20-Feb-2018 10:27 /Seq:1 of 15  
Ref:35563:8861:SH /Src:M



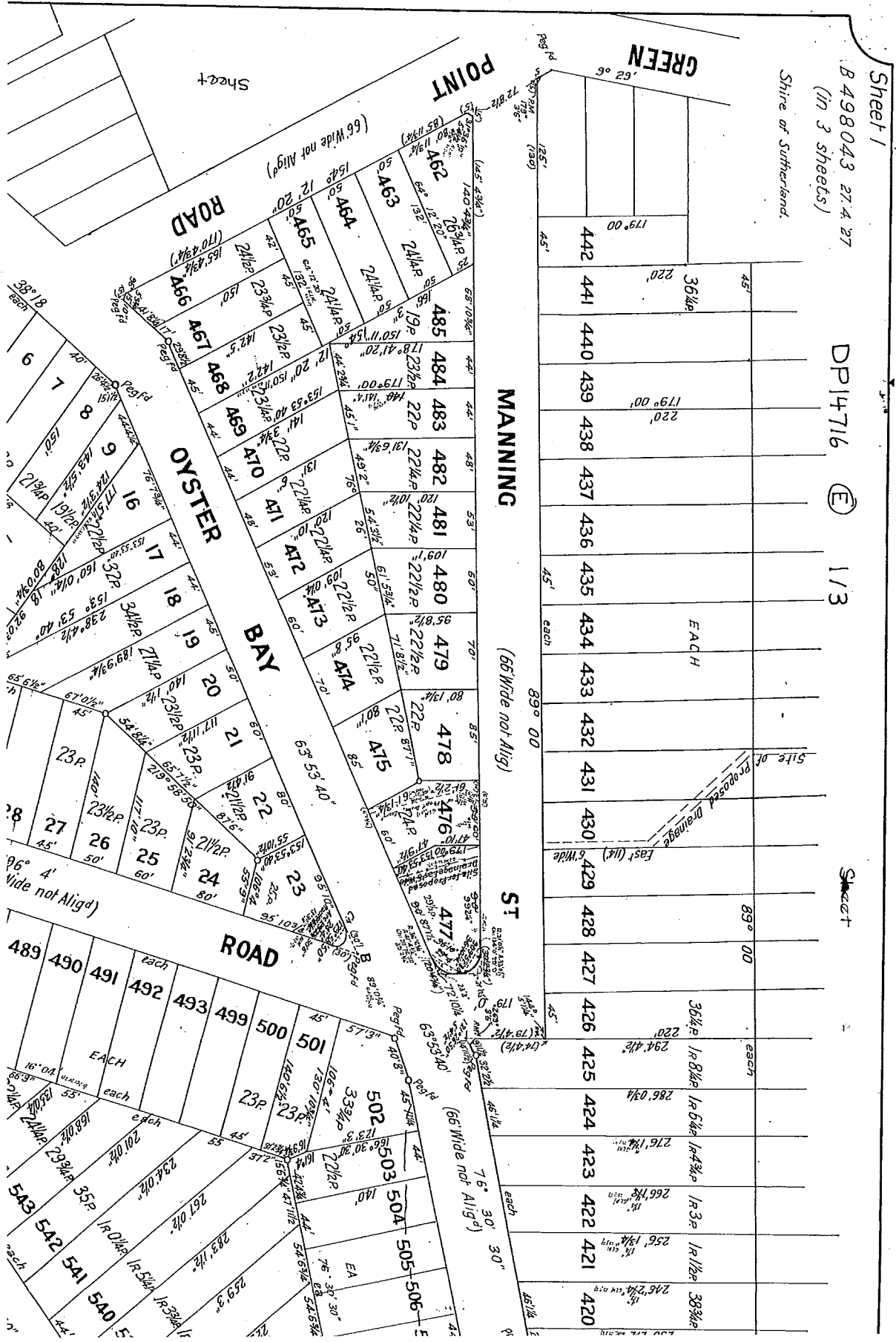
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1/3

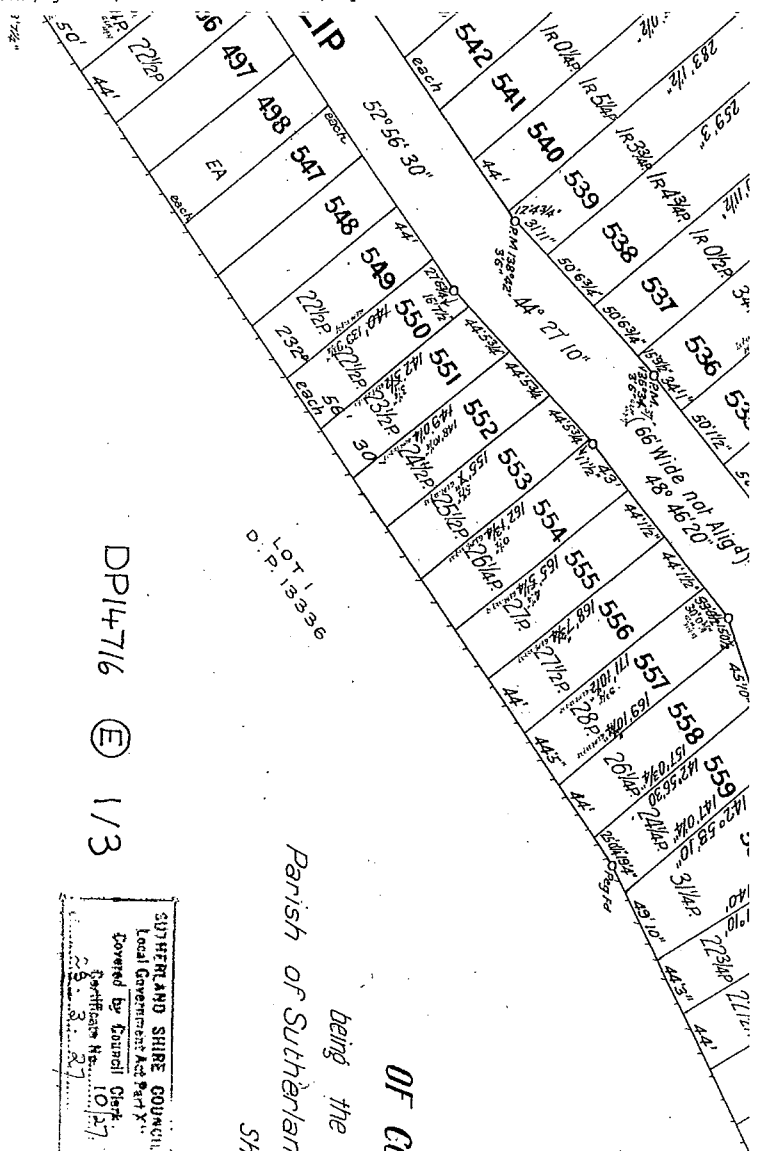
Sheet 1/3

DP 14716

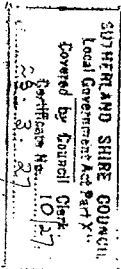
Sheet 2







DP14716 ⑤ 1/3



PLAN  
 OF COMO PARK ESTATE  
 being the resubdivision of Dep Plan 14150  
 Parish of Sutherland  
 County of Cumberland  
 Shire of Sutherland  
 Scale 80 ft to 1 inch

*Signature*

I, Robert Stephen John of 56 Hunter St, Sydney Licensed Surveyor, specially licensed under the Real Property Act 1900, do hereby solemnly and sincerely declare that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my personal supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

All P.M.s are concrete blocks unless otherwise stated. There are no restrictive covenants. The new road shown is intended to be dedicated to the public. Dimensions are given in feet and inches. 1 inch = 1 foot. 1 foot = 12 inches. 120 x 481, 418, 2 x 417, 416.

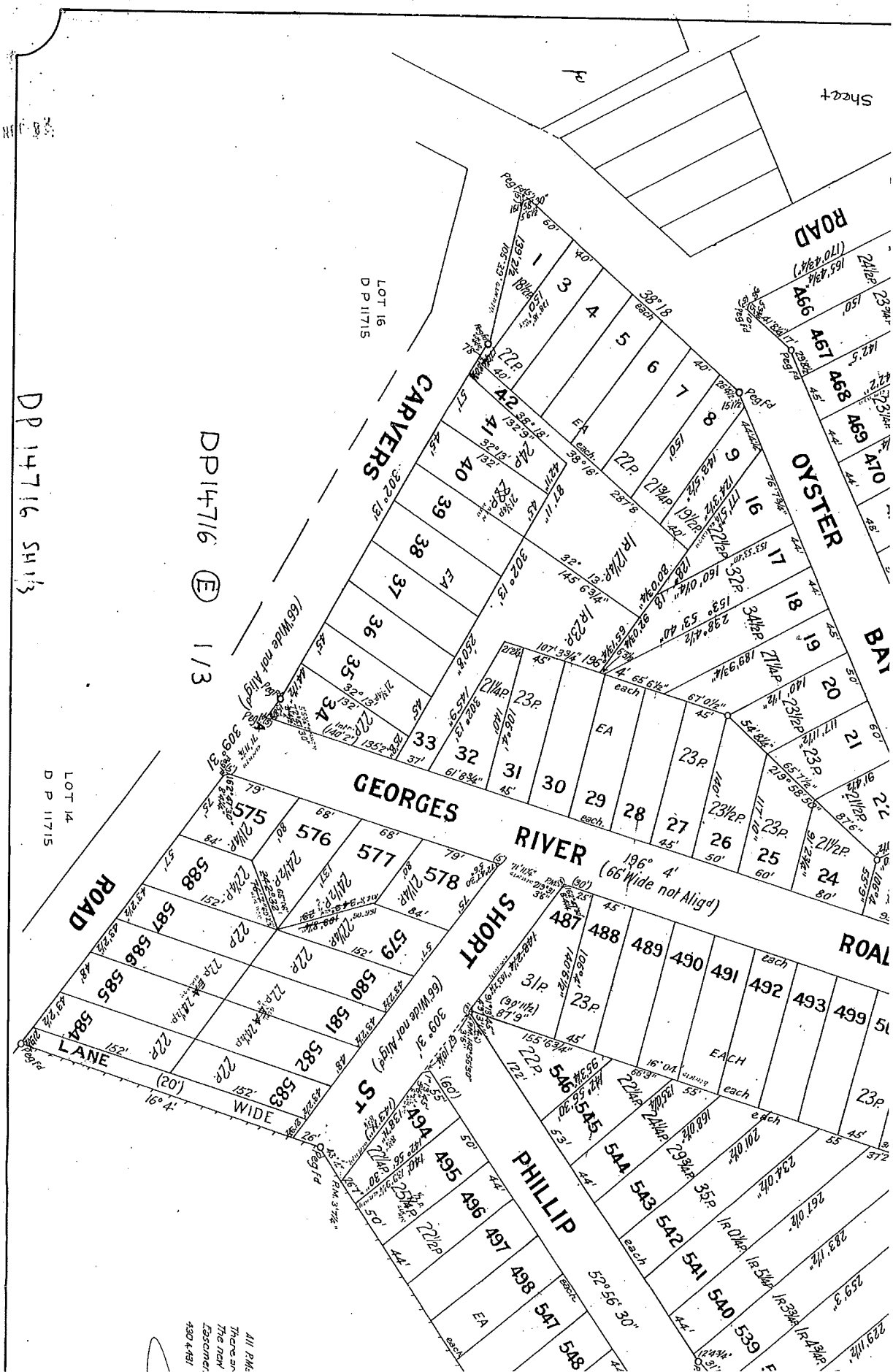
Subscribed and declared before me at Sydney this 4th day of April 1927

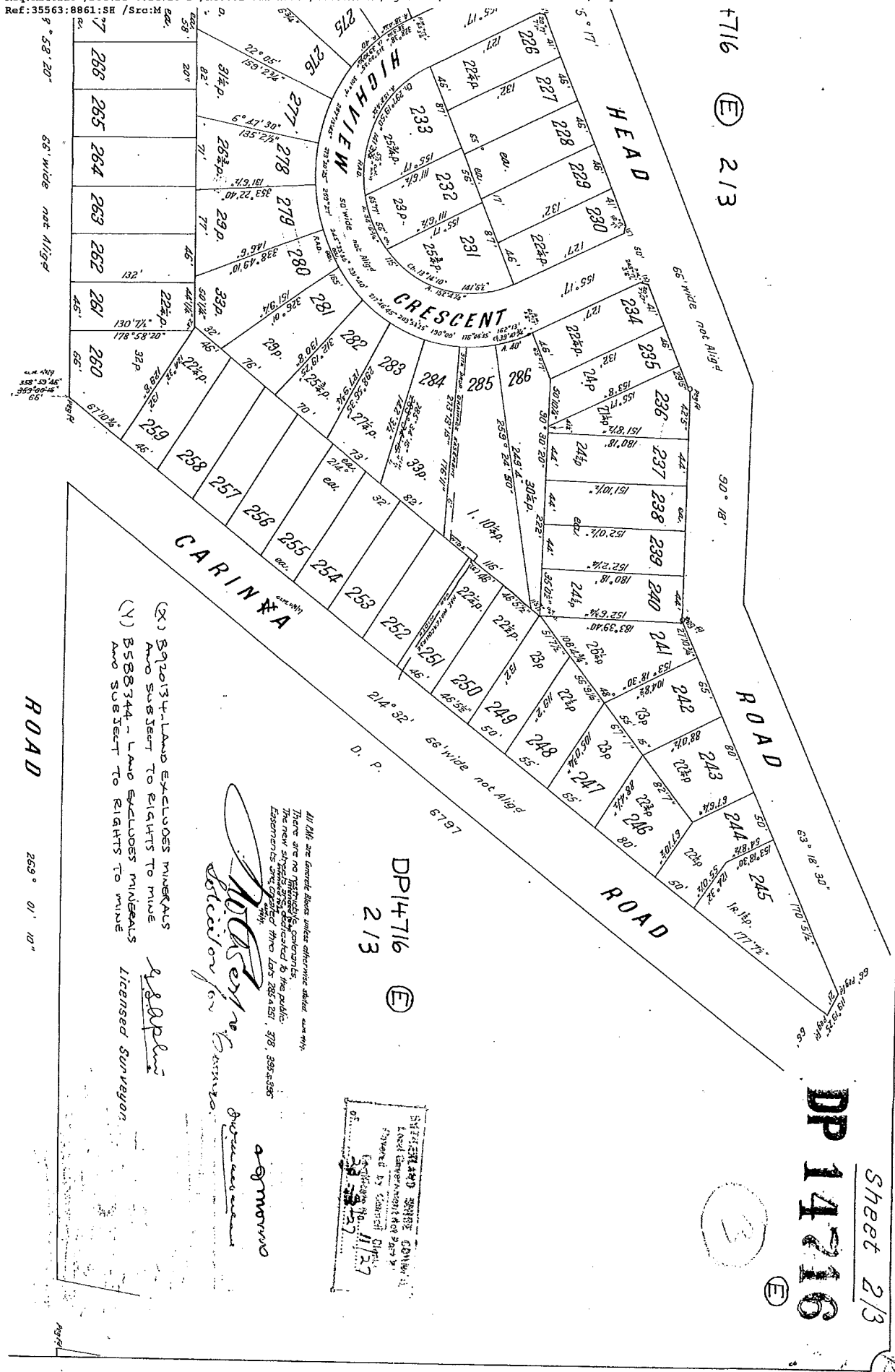
*Signature*  
 Esmond W. Davids

AJ Smith from A.B.

*Signature*  
 Licensed Surveyor

Surveyed April 1926



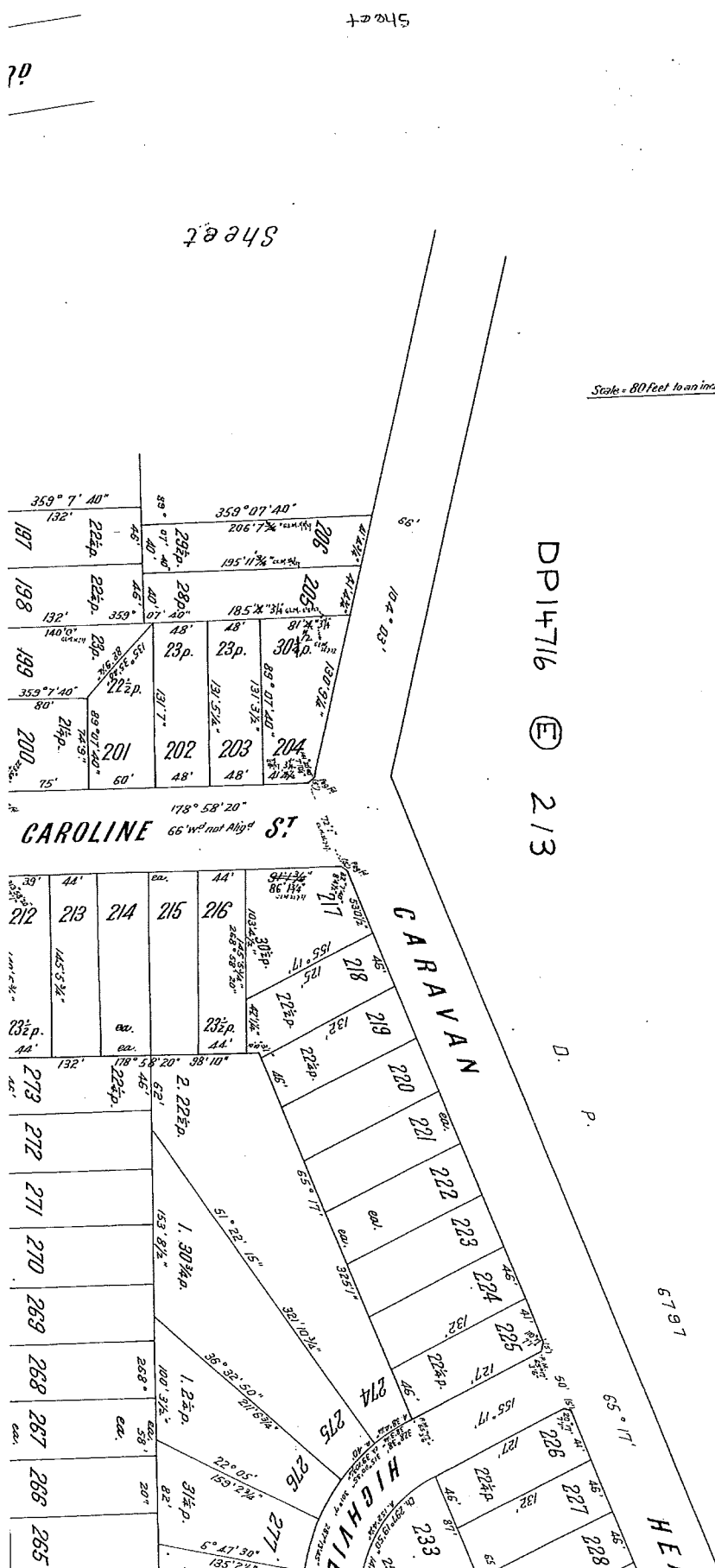


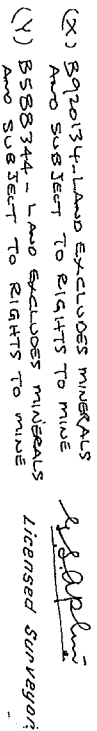
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 AND SUBJECT TO RIGHTS TO MINE  
 (N) B588344-LAND EXCLUDES MINERALS  
 AND SUBJECT TO RIGHTS TO MINE  
 Licensed Surveyor

*M. J. J. J.*  
 M. J. J. J.  
 M. J. J. J.

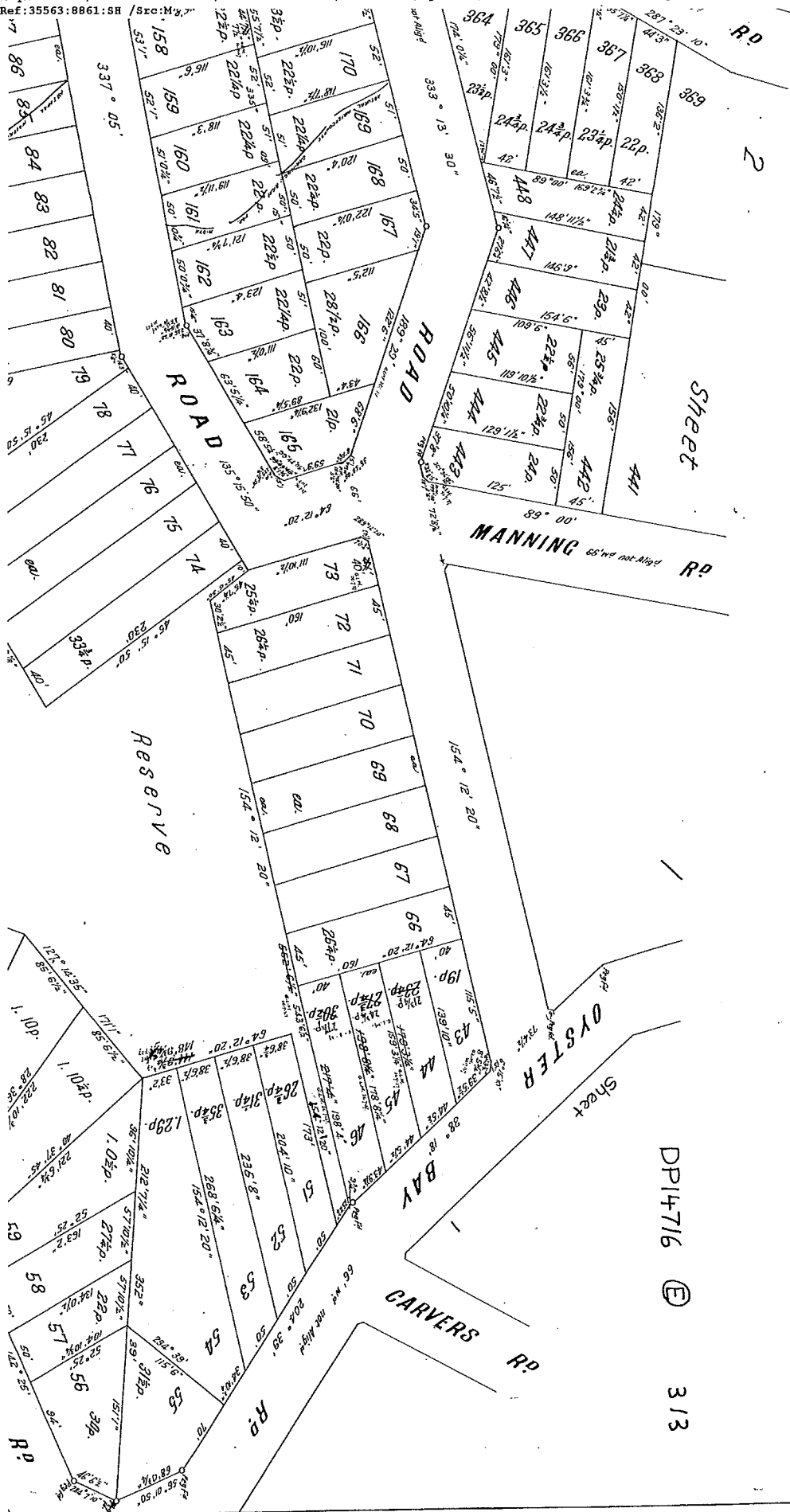
STANDARD SURVEY COMPANY  
 10000 100th Ave NW  
 Edmonton, Alberta T5A 1J6  
 Tel: 780-443-3337  
 Fax: 780-443-3338

B498043 27.4.27  
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 Shire of Sutherland

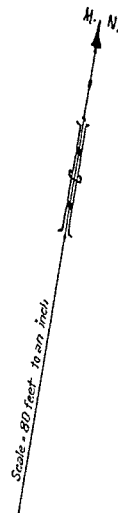








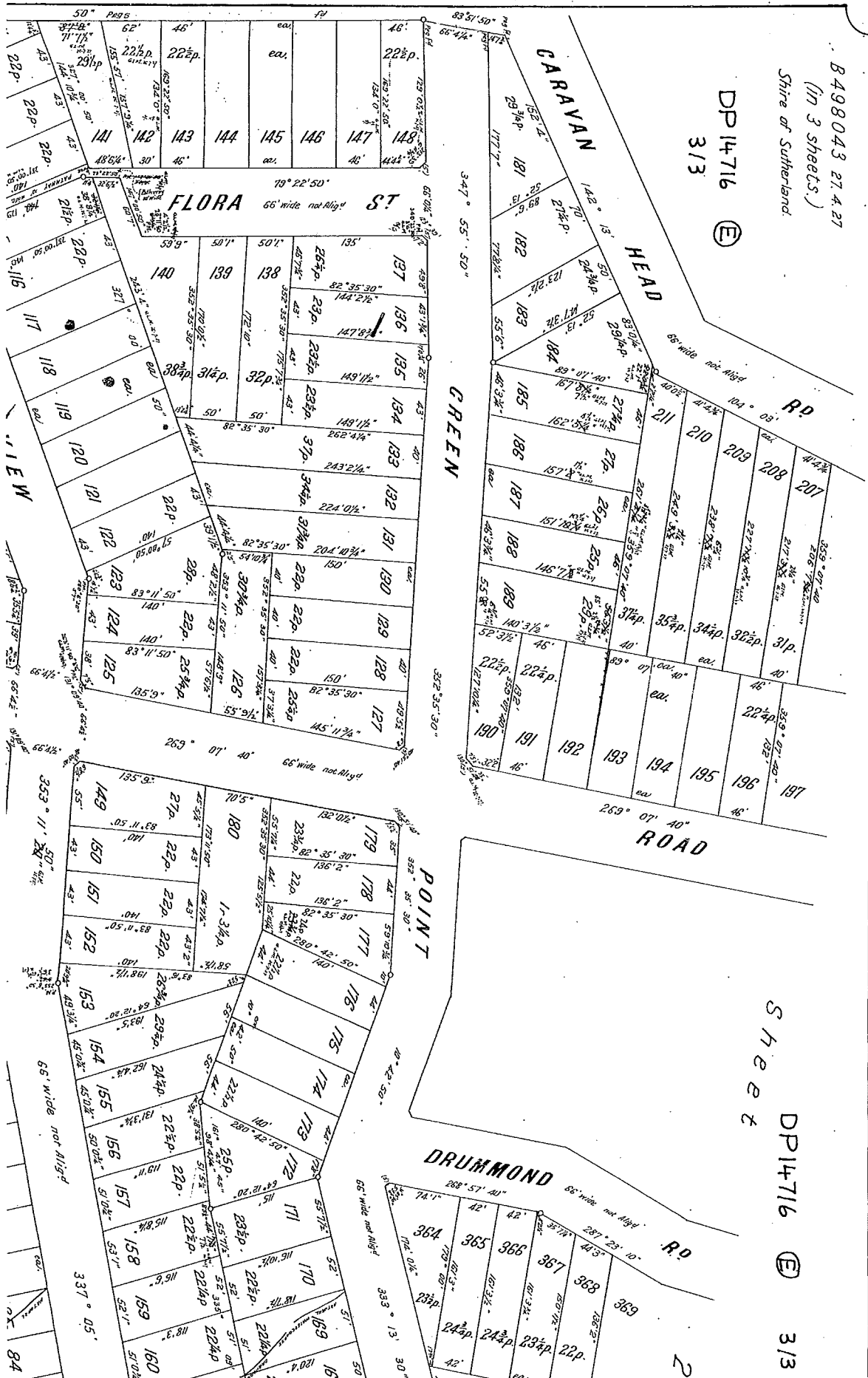
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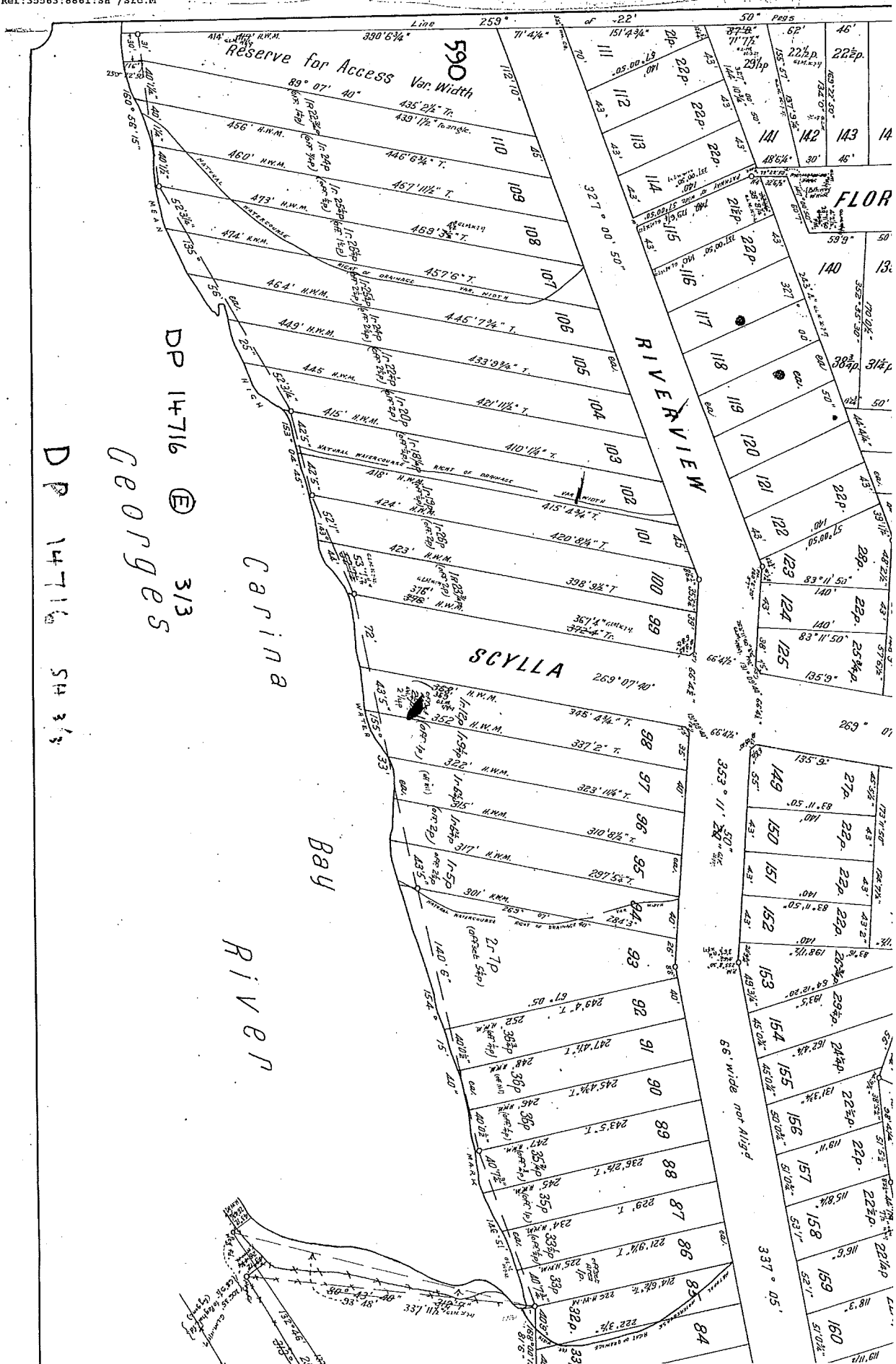


DP14716 ③ 3/3

Sheet 3/3  
 DP 14716










CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT			
DP 14716	SH 1/3	CONTO	
FEET INCHES	METRES		
1	0.025		
2	0.051		
3	0.076		
4	0.102		
5	0.127		
6	0.152		
7	0.178		
8	0.203		
9	0.229		
10	0.254		
11	0.279		
12	0.305		
13	0.330		
14	0.355		
15	0.381		
16	0.406		
17	0.432		
18	0.457		
19	0.483		
20	0.508		
21	0.533		
22	0.559		
23	0.584		
24	0.609		
25	0.635		
26	0.660		
27	0.686		
28	0.711		
29	0.737		
30	0.762		
31	0.787		
32	0.813		
33	0.838		
34	0.863		
35	0.889		
36	0.914		
37	0.939		
38	0.965		
39	0.990		
40	1.015		
41	1.041		
42	1.066		
43	1.091		
44	1.117		
45	1.142		
46	1.167		
47	1.193		
48	1.218		
49	1.243		
50	1.268		
51	1.294		
52	1.319		
53	1.344		
54	1.370		
55	1.395		
56	1.420		
57	1.446		
58	1.471		
59	1.496		
60	1.521		
61	1.547		
62	1.572		
63	1.597		
64	1.623		
65	1.648		
66	1.673		
67	1.699		
68	1.724		
69	1.749		
70	1.774		
71	1.800		
72	1.825		
73	1.850		
74	1.876		
75	1.901		
76	1.926		
77	1.951		
78	1.977		
79	2.002		
80	2.027		
81	2.052		
82	2.078		
83	2.103		
84	2.128		
85	2.153		
86	2.179		
87	2.204		
88	2.229		
89	2.254		
90	2.280		
91	2.305		
92	2.330		
93	2.355		
94	2.381		
95	2.406		
96	2.431		
97	2.456		
98	2.482		
99	2.507		
100	2.532		
101	2.557		
102	2.582		
103	2.608		
104	2.633		
105	2.658		
106	2.683		
107	2.709		
108	2.734		
109	2.759		
110	2.784		
111	2.810		
112	2.835		
113	2.860		
114	2.885		
115	2.911		
116	2.936		
117	2.961		
118	2.986		
119	3.012		
120	3.037		
121	3.062		
122	3.087		
123	3.112		
124	3.138		
125	3.163		
126	3.188		
127	3.213		
128	3.238		
129	3.264		
130	3.289		
131	3.314		
132	3.339		
133	3.364		
134	3.390		
135	3.415		
136	3.440		
137	3.465		
138	3.490		
139	3.516		
140	3.541		
141	3.566		
142	3.591		
143	3.616		
144	3.642		
145	3.667		
146	3.692		
147	3.717		
148	3.742		
149	3.768		
150	3.793		
151	3.818		
152	3.843		
153	3.868		
154	3.894		
155	3.919		
156	3.944		
157	3.969		
158	3.994		
159	4.020		
160	4.045		
161	4.070		
162	4.095		
163	4.120		
164	4.146		
165	4.171		
166	4.196		
167	4.221		
168	4.246		
169	4.272		
170	4.297		
171	4.322		
172	4.347		
173	4.372		
174	4.398		
175	4.423		
176	4.448		
177	4.473		
178	4.498		
179	4.524		
180	4.549		
181	4.574		
182	4.599		
183	4.624		
184	4.650		
185	4.675		
186	4.700		
187	4.725		
188	4.750		
189	4.776		
190	4.801		
191	4.826		
192	4.851		
193	4.876		
194	4.902		
195	4.927		
196	4.952		
197	4.977		
198	5.002		
199	5.028		
200	5.053		
201	5.078		
202	5.103		
203	5.128		
204	5.154		
205	5.179		
206	5.204		
207	5.229		
208	5.254		
209	5.280		
210	5.305		
211	5.330		
212	5.355		
213	5.380		
214	5.406		
215	5.431		
216	5.456		
217	5.481		
218	5.506		
219	5.532		
220	5.557		
221	5.582		
222	5.607		
223	5.632		
224	5.658		
225	5.683		
226	5.708		
227	5.733		
228	5.758		
229	5.784		
230	5.809		
231	5.834		
232	5.859		
233	5.884		
234	5.910		
235	5.935		
236	5.960		
237	5.985		
238	6.010		
239	6.036		
240	6.061		
241	6.086		
242	6.111		
243	6.136		
244	6.162		
245	6.187		
246	6.212		
247	6.237		
248	6.262		
249	6.288		
250	6.313		
251	6.338		
252	6.363		
253	6.388		
254	6.414		
255	6.439		
256	6.464		
257	6.489		
258	6.514		
259	6.540		
260	6.565		
261	6.590		
262	6.615		
263	6.640		
264	6.666		
265	6.691		
266	6.716		
267	6.741		
268	6.766		
269	6.792		
270	6.817		
271	6.842		
272	6.867		
273	6.892		
274	6.918		
275	6.943		
276	6.968		
277	6.993		
278	7.018		
279	7.044		
280	7.069		
281	7.094		
282	7.119		
283	7.144		
284	7.170		
285	7.195		
286	7.220		
287	7.245		
288	7.270		
289	7.296		
290	7.321		
291	7.346		
292	7.371		
293	7.396		
294	7.422		
295	7.447		
296	7.472		
297	7.497		
298	7.522		
299	7.548		
300	7.573		
301	7.598		
302	7.623		
303	7.648		
304	7.674		
305	7.699		
306	7.724		
307	7.749		
308	7.774		
309	7.800		
310	7.825		
311	7.850		
312	7.875		
313	7.900		
314	7.926		
315	7.951		
316	7.976		
317	8.001		
318	8.026		
319	8.051		
320	8.077		
321	8.102		
322	8.127		
323	8.152		
324	8.177		
325	8.202		
326	8.228		
327	8.253		
328	8.278		
329	8.303		
330	8.328		
331	8.353		
332	8.379		
333	8.404		
334	8.429		
335	8.454		
336	8.479		
337	8.504		
338	8.529		
339	8.555		
340	8.580		
341	8.605		
342	8.630		
343	8.655		
344	8.681		
345	8.706		
346	8.731		
347	8.756		
348	8.781		
349	8.807		
350	8.832		
351	8.857		
352	8.882		
353	8.907		
354	8.933		
355	8.958		
356	8.983		
357	9.008		
358	9.033		
359	9.059		
360	9.084		
361	9.109		
362	9.134		
363	9.159		
364	9.184		
365	9.210		
366	9.235		
367	9.260		
368	9.285		
369	9.310		
370	9.336		
371	9.361		
372	9.386		
373	9.411		
374	9.436		
375	9.462		
376	9.487		
377	9.512		
378	9.537		
379	9.562		
380	9.588		
381	9.613		
382	9.638		
383	9.663		
384	9.688		
385	9.714		
386	9.739		
387	9.764		
388	9.789		
389	9.814		
390	9.840		
391	9.865		
392	9.890		
393	9.915		
394	9.940		

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 14716	SH 2/3	
FEET INCHES	METRES	
0 1/2	0.015	
1 1/2	0.125	
2 1/2	0.271	
3 1/2	0.418	
4 1/2	0.565	
5 1/2	0.712	
6 1/2	0.859	
7 1/2	1.006	
8 1/2	1.153	
9 1/2	1.300	
10 1/2	1.447	
11 1/2	1.594	
12 1/2	1.741	
13 1/2	1.888	
14 1/2	2.035	
15 1/2	2.182	
16 1/2	2.329	
17 1/2	2.476	
18 1/2	2.623	
19 1/2	2.770	
20 1/2	2.917	
21 1/2	3.064	
22 1/2	3.211	
23 1/2	3.358	
24 1/2	3.505	
25 1/2	3.652	
26 1/2	3.799	
27 1/2	3.946	
28 1/2	4.093	
29 1/2	4.240	
30 1/2	4.387	
31 1/2	4.534	
32 1/2	4.681	
33 1/2	4.828	
34 1/2	4.975	
35 1/2	5.122	
36 1/2	5.269	
37 1/2	5.416	
38 1/2	5.563	
39 1/2	5.710	
40 1/2	5.857	
41 1/2	6.004	
42 1/2	6.151	
43 1/2	6.298	
44 1/2	6.445	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 14716	SH 2/3	
FEET INCHES	METRES	
45 1/2	6.592	
46 1/2	6.739	
47 1/2	6.886	
48 1/2	7.033	
49 1/2	7.180	
50 1/2	7.327	
51 1/2	7.474	
52 1/2	7.621	
53 1/2	7.768	
54 1/2	7.915	
55 1/2	8.062	
56 1/2	8.209	
57 1/2	8.356	
58 1/2	8.503	
59 1/2	8.650	
60 1/2	8.797	
61 1/2	8.944	
62 1/2	9.091	
63 1/2	9.238	
64 1/2	9.385	
65 1/2	9.532	
66 1/2	9.679	
67 1/2	9.826	
68 1/2	9.973	
69 1/2	10.120	
70 1/2	10.267	
71 1/2	10.414	
72 1/2	10.561	
73 1/2	10.708	
74 1/2	10.855	
75 1/2	11.002	
76 1/2	11.149	
77 1/2	11.296	
78 1/2	11.443	
79 1/2	11.590	
80 1/2	11.737	
81 1/2	11.884	
82 1/2	12.031	
83 1/2	12.178	
84 1/2	12.325	
85 1/2	12.472	
86 1/2	12.619	
87 1/2	12.766	
88 1/2	12.913	
89 1/2	13.060	
90 1/2	13.207	
91 1/2	13.354	
92 1/2	13.501	
93 1/2	13.648	
94 1/2	13.795	
95 1/2	13.942	
96 1/2	14.089	
97 1/2	14.236	
98 1/2	14.383	
99 1/2	14.530	
100 1/2	14.677	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 14716	SH 2/3	
FEET INCHES	METRES	
101 1/2	14.824	
102 1/2	14.971	
103 1/2	15.118	
104 1/2	15.265	
105 1/2	15.412	
106 1/2	15.559	
107 1/2	15.706	
108 1/2	15.853	
109 1/2	15.999	
110 1/2	16.146	
111 1/2	16.293	
112 1/2	16.440	
113 1/2	16.587	
114 1/2	16.734	
115 1/2	16.881	
116 1/2	17.028	
117 1/2	17.175	
118 1/2	17.322	
119 1/2	17.469	
120 1/2	17.616	
121 1/2	17.763	
122 1/2	17.910	
123 1/2	18.057	
124 1/2	18.204	
125 1/2	18.351	
126 1/2	18.498	
127 1/2	18.645	
128 1/2	18.792	
129 1/2	18.939	
130 1/2	19.086	
131 1/2	19.233	
132 1/2	19.380	
133 1/2	19.527	
134 1/2	19.674	
135 1/2	19.821	
136 1/2	19.968	
137 1/2	20.115	
138 1/2	20.262	
139 1/2	20.409	
140 1/2	20.556	
141 1/2	20.703	
142 1/2	20.850	
143 1/2	20.997	
144 1/2	21.144	
145 1/2	21.291	
146 1/2	21.438	
147 1/2	21.585	
148 1/2	21.732	
149 1/2	21.879	
150 1/2	22.026	
151 1/2	22.173	
152 1/2	22.320	
153 1/2	22.467	
154 1/2	22.614	
155 1/2	22.761	
156 1/2	22.908	
157 1/2	23.055	
158 1/2	23.202	
159 1/2	23.349	
160 1/2	23.496	
161 1/2	23.643	
162 1/2	23.790	
163 1/2	23.937	
164 1/2	24.084	
165 1/2	24.231	
166 1/2	24.378	
167 1/2	24.525	
168 1/2	24.672	
169 1/2	24.819	
170 1/2	24.966	
171 1/2	25.113	
172 1/2	25.260	
173 1/2	25.407	
174 1/2	25.554	
175 1/2	25.701	
176 1/2	25.848	
177 1/2	25.995	
178 1/2	26.142	
179 1/2	26.289	
180 1/2	26.436	
181 1/2	26.583	
182 1/2	26.730	
183 1/2	26.877	
184 1/2	27.024	
185 1/2	27.171	
186 1/2	27.318	
187 1/2	27.465	
188 1/2	27.612	
189 1/2	27.759	
190 1/2	27.906	
191 1/2	28.053	
192 1/2	28.200	
193 1/2	28.347	
194 1/2	28.494	
195 1/2	28.641	
196 1/2	28.788	
197 1/2	28.935	
198 1/2	29.082	
199 1/2	29.229	
200 1/2	29.376	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 14716	SH 2/3	
FEET INCHES	METRES	
201 1/2	29.523	
202 1/2	29.670	
203 1/2	29.817	
204 1/2	29.964	
205 1/2	30.111	
206 1/2	30.258	
207 1/2	30.405	
208 1/2	30.552	
209 1/2	30.699	
210 1/2	30.846	
211 1/2	30.993	
212 1/2	31.140	
213 1/2	31.287	
214 1/2	31.434	
215 1/2	31.581	
216 1/2	31.728	
217 1/2	31.875	
218 1/2	32.022	
219 1/2	32.169	
220 1/2	32.316	
221 1/2	32.463	
222 1/2	32.610	
223 1/2	32.757	
224 1/2	32.904	
225 1/2	33.051	
226 1/2	33.198	
227 1/2	33.345	
228 1/2	33.492	
229 1/2	33.639	
230 1/2	33.786	
231 1/2	33.933	
232 1/2	34.080	
233 1/2	34.227	
234 1/2	34.374	
235 1/2	34.521	
236 1/2	34.668	
237 1/2	34.815	
238 1/2	34.962	
239 1/2	35.109	
240 1/2	35.256	
241 1/2	35.403	
242 1/2	35.550	
243 1/2	35.697	
244 1/2	35.844	
245 1/2	35.991	
246 1/2	36.138	
247 1/2	36.285	
248 1/2	36.432	
249 1/2	36.579	
250 1/2	36.726	
251 1/2	36.873	
252 1/2	37.020	
253 1/2	37.167	
254 1/2	37.314	
255 1/2	37.461	
256 1/2	37.608	
257 1/2	37.755	
258 1/2	37.902	
259 1/2	38.049	
260 1/2	38.196	
261 1/2	38.343	
262 1/2	38.490	
263 1/2	38.637	
264 1/2	38.784	
265 1/2	38.931	
266 1/2	39.078	
267 1/2	39.225	
268 1/2	39.372	
269 1/2	39.519	
270 1/2	39.666	
271 1/2	39.813	
272 1/2	39.960	
273 1/2	40.107	
274 1/2	40.254	
275 1/2	40.401	
276 1/2	40.548	
277 1/2	40.695	
278 1/2	40.842	
279 1/2	40.989	
280 1/2	41.136	
281 1/2	41.283	
282 1/2	41.430	
283 1/2	41.577	
284 1/2	41.724	
285 1/2	41.871	
286 1/2	42.018	
287 1/2	42.165	
288 1/2	42.312	
289 1/2	42.459	
290 1/2	42.606	
291 1/2	42.753	
292 1/2	42.900	
293 1/2	43.047	
294 1/2	43.194	
295 1/2	43.341	
296 1/2	43.488	
297 1/2	43.635	
298 1/2	43.782	
299 1/2	43.929	
300 1/2	44.076	

 CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT				
DP 14716	SH	2/3	CONTD	
AC	RD	P		SO M
- 1	1	1/2		1.050
- 1	1	3/4		1.156
- 1	2	1/4		1.063
- 1	3/4	1/4		1.173
- 2	28	1/2		2893

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

DP 14716	SH 3/3	CONTO	
FEET INCHES		METRES	
38	5 1/4	11.715	
39	5 1/2	11.945	
40	5 3/4	12.175	
41	5 1/2	11.945	
42	5 1/4	11.715	
43	5 1/2	11.945	
44	5 3/4	12.175	
45	5 1/2	11.945	
46	5 1/4	11.715	
47	5 1/2	11.945	
48	5 3/4	12.175	
49	5 1/2	11.945	
50	5 1/4	11.715	
51	5 1/2	11.945	
52	5 3/4	12.175	
53	5 1/2	11.945	
54	5 1/4	11.715	
55	5 1/2	11.945	
56	5 3/4	12.175	
57	5 1/2	11.945	
58	5 1/4	11.715	
59	5 1/2	11.945	
60	5 3/4	12.175	

DP 14716	SH 3/3	CONTO	
FEET INCHES		METRES	
58	9 1/8	17.91	
59	9 1/4	18.21	
60	9 1/2	18.41	
61	9 3/4	18.61	
62	9 1/2	18.41	
63	9 1/4	18.21	
64	9 1/8	17.91	
65	9 1/4	18.21	
66	9 1/2	18.41	
67	9 3/4	18.61	
68	9 1/2	18.41	
69	9 1/4	18.21	
70	9 1/8	17.91	
71	9 1/4	18.21	
72	9 1/2	18.41	
73	9 3/4	18.61	
74	9 1/2	18.41	
75	9 1/4	18.21	
76	9 1/8	17.91	
77	9 1/4	18.21	
78	9 1/2	18.41	
79	9 3/4	18.61	
80	9 1/2	18.41	
81	9 1/4	18.21	
82	9 1/8	17.91	
83	9 1/4	18.21	
84	9 1/2	18.41	
85	9 3/4	18.61	
86	9 1/2	18.41	
87	9 1/4	18.21	
88	9 1/8	17.91	
89	9 1/4	18.21	
90	9 1/2	18.41	
91	9 3/4	18.61	
92	9 1/2	18.41	
93	9 1/4	18.21	
94	9 1/8	17.91	
95	9 1/4	18.21	
96	9 1/2	18.41	
97	9 3/4	18.61	
98	9 1/2	18.41	
99	9 1/4	18.21	
100	9 1/8	17.91	
101	9 1/4	18.21	
102	9 1/2	18.41	
103	9 3/4	18.61	
104	9 1/2	18.41	
105	9 1/4	18.21	
106	9 1/8	17.91	
107	9 1/4	18.21	
108	9 1/2	18.41	
109	9 3/4	18.61	
110	9 1/2	18.41	
111	9 1/4	18.21	
112	9 1/8	17.91	
113	9 1/4	18.21	
114	9 1/2	18.41	
115	9 3/4	18.61	
116	9 1/2	18.41	
117	9 1/4	18.21	
118	9 1/8	17.91	
119	9 1/4	18.21	
120	9 1/2	18.41	
121	9 3/4	18.61	
122	9 1/2	18.41	
123	9 1/4	18.21	
124	9 1/8	17.91	
125	9 1/4	18.21	
126	9 1/2	18.41	
127	9 3/4	18.61	
128	9 1/2	18.41	
129	9 1/4	18.21	
130	9 1/8	17.91	
131	9 1/4	18.21	
132	9 1/2	18.41	
133	9 3/4	18.61	
134	9 1/2	18.41	
135	9 1/4	18.21	
136	9 1/8	17.91	
137	9 1/4	18.21	
138	9 1/2	18.41	
139	9 3/4	18.61	
140	9 1/2	18.41	
141	9 1/4	18.21	
142	9 1/8	17.91	
143	9 1/4	18.21	
144	9 1/2	18.41	
145	9 3/4	18.61	
146	9 1/2	18.41	
147	9 1/4	18.21	
148	9 1/8	17.91	
149	9 1/4	18.21	
150	9 1/2	18.41	

DP 14716	SH 3/3	CONTO	
FEET INCHES		METRES	
132	9 1/4	31.325	
133	9 1/2	31.51	
134	9 3/4	31.715	
135	9 1/2	31.51	
136	9 1/4	31.325	
137	9 1/8	30.93	
138	9 1/4	31.135	
139	9 1/2	31.325	
140	9 3/4	31.51	
141	9 1/2	31.325	
142	9 1/4	31.135	
143	9 1/8	30.93	
144	9 1/4	31.135	
145	9 1/2	31.325	
146	9 3/4	31.51	
147	9 1/2	31.325	
148	9 1/4	31.135	
149	9 1/8	30.93	
150	9 1/4	31.135	
151	9 1/2	31.325	
152	9 3/4	31.51	
153	9 1/2	31.325	
154	9 1/4	31.135	
155	9 1/8	30.93	
156	9 1/4	31.135	
157	9 1/2	31.325	
158	9 3/4	31.51	
159	9 1/2	31.325	
160	9 1/4	31.135	
161	9 1/8	30.93	
162	9 1/4	31.135	
163	9 1/2	31.325	
164	9 3/4	31.51	
165	9 1/2	31.325	
166	9 1/4	31.135	
167	9 1/8	30.93	
168	9 1/4	31.135	
169	9 1/2	31.325	
170	9 3/4	31.51	
171	9 1/2	31.325	
172	9 1/4	31.135	
173	9 1/8	30.93	
174	9 1/4	31.135	
175	9 1/2	31.325	
176	9 3/4	31.51	
177	9 1/2	31.325	
178	9 1/4	31.135	
179	9 1/8	30.93	
180	9 1/4	31.135	
181	9 1/2	31.325	
182	9 3/4	31.51	
183	9 1/2	31.325	
184	9 1/4	31.135	
185	9 1/8	30.93	
186	9 1/4	31.135	
187	9 1/2	31.325	
188	9 3/4	31.51	
189	9 1/2	31.325	
190	9 1/4	31.135	
191	9 1/8	30.93	
192	9 1/4	31.135	
193	9 1/2	31.325	
194	9 3/4	31.51	
195	9 1/2	31.325	
196	9 1/4	31.135	
197	9 1/8	30.93	
198	9 1/4	31.135	
199	9 1/2	31.325	
200	9 3/4	31.51	
201	9 1/2	31.325	
202	9 1/4	31.135	
203	9 1/8	30.93	
204	9 1/4	31.135	
205	9 1/2	31.325	
206	9 3/4	31.51	
207	9 1/2	31.325	
208	9 1/4	31.135	
209	9 1/8	30.93	
210	9 1/4	31.135	
211	9 1/2	31.325	
212	9 3/4	31.51	
213	9 1/2	31.325	
214	9 1/4	31.135	
215	9 1/8	30.93	
216	9 1/4	31.135	
217	9 1/2	31.325	
218	9 3/4	31.51	
219	9 1/2	31.325	
220	9 1/4	31.135	
221	9 1/8	30.93	
222	9 1/4	31.135	
223	9 1/2	31.325	
224	9 3/4	31.51	
225	9 1/2	31.325	
226	9 1/4	31.135	
227	9 1/8	30.93	
228	9 1/4	31.135	
229	9 1/2	31.325	
230	9 3/4	31.51	
231	9 1/2	31.325	
232	9 1/4	31.135	
233	9 1/8	30.93	
234	9 1/4	31.135	
235	9 1/2	31.325	
236	9 3/4	31.51	
237	9 1/2	31.325	
238	9 1/4	31.135	
239	9 1/8	30.93	
240	9 1/4	31.135	
241	9 1/2	31.325	
242	9 3/4	31.51	
243	9 1/2	31.325	
244	9 1/4	31.135	
245	9 1/8	30.93	
246	9 1/4	31.135	
247	9 1/2	31.325	
248	9 3/4	31.51	
249	9 1/2	31.325	
250	9 1/4	31.135	

DP 14716	SH 3/3	CONTO	
FEET INCHES		METRES	
140	8 1/2	42.978	
141	8 1/4	42.778	
142	8 1/2	42.978	
143	8 3/4	43.178	
144	8 1/2	42.978	
145	8 1/4	42.778	
146	8 1/2	42.978	
147	8 3/4	43.178	
148	8 1/2	42.978	
149	8 1/4	42.778	
150	8 1/2	42.978	
151	8 3/4	43.178	
152	8 1/2	42.978	
153	8 1/4	42.778	
154	8 1/2	42.978	
155	8 3/4	43.178	
156	8 1/2	42.978	
157	8 1/4	42.778	
158	8 1/2	42.978	
159	8 3/4	43.178	
160	8 1/2	42.978	
161	8 1/4	42.778	
162	8 1/2	42.978	
163	8 3/4	43.178	
164	8 1/2	42.978	
165	8 1/4	42.778	
166	8 1/2	42.978	
167	8 3/4	43.178	
168	8 1/2	42.978	
169	8 1/4	42.778	
170	8 1/2	42.978	
171	8 3/4	43.178	
172	8 1/2	42.978	
173	8 1/4	42.778	
174	8 1/2	42.978	
175	8 3/4	43.178	
176	8 1/2	42.978	
177	8 1/4	42.778	
178	8 1/2	42.978	
179	8 3/4	43.178	

New South Wales.



R198275

## MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900) B550369

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1800 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of Four hundred & sixty-two pounds fourteen shillings <sup>& pence</sup> paid by

PHILIP AUBREY HOLMAN of Sydney Property Salesman to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said PHILIP AUBREY HOLMAN All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 2<sup>nd</sup> May 1907.

Registered Vol. 1776 fol. 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number B490746 < from the Holt Sutherland Estate Company Limited to the said PHILIP AUBREY HOLMAN And doth also transfer to the said PHILIP AUBREY HOLMAN all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor, together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. B490746 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said PHILIP AUBREY

HOLTMAN may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 3490746 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50950 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this twelfth day of August 1927.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twelfth day of August 1927 and such Directors thereupon signed this Transfer in the presence of—

W. H. A. Jones  
Secretary

E. J. Simpson  
Director

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

SIGNED in my presence by the said PHILIP AUBREY HOLTMAN

who is

personally known to me—

W. H. A. Jones  
Solicitor  
Sydney

J. A. Holman



13530 Neg  
PERPETUAL TRUSTEE COMPANY LTD.,

33 39 HUNTER STREET, SYDNEY.

No 590

17th August 1927.

Received from Philip Aubrey Holman  
the sum of Two hundred and twenty-two pounds fourteen  
shillings and sixpence being the purchase money for the fee simple  
of all that piece of land situate in the Parish of Sutherland  
and County of Cumberland, being the whole of the land com-  
prised in Sub-lease No. B4907416, dated 22 Dec. 1926

from the HOLT SUTHERLAND CO. LTD. to Philip  
Aubrey Holman  
and part of the land comprised in Memorandum of Lease  
registered No. 50950.

61+62-11-1-2

M. Dawson Accountant.  
J. Bond Cashier.

No. Memorandum of Transfer of  
Ba 35 per Lot 3 DP 14150  
Shire of Sutherland  
Parish of Sutherland  
(Excepting + reserving  
ground + c)

JOHN C. WEBSTER,  
... Solicitor,  
Lodged by GIBB'S (SHEPHERD & CO.)  
17 MARTIN  
MYNTER, SIMPSON & CO.,  
SIDNEY.

THE HOLT SUTHERLAND COMPANY LIMITED.

Transferor.

Philip Aubrey Holman Transferee.

Particulars entered in the Register Book, Vol. 1776

Folio 27 4/1650990

the 16th day of September, 1927

at minutes 12 o'clock

in the noon.

Mark Thomas



Registrar General.

DATE.	INITIALS.
10/9	10/9
26/9/27	Adc
27/9/27	Adc
31/8/27	Adc
2/9/27	Adc
2/9/27	Adc
20 SEP 1927	
4055	103

4055 103



**Applicant:**

Mwlegals  
Dx 21127 Cronulla  
NSW

**Planning Certificate – Section 149(2) Certificate  
Environmental Planning and Assessment Act, 1979**

---

Certificate no:	e149:18/0850	Delivery option:	
Certificate date:	20/02/2018	Your reference:	DPH:8861/18

**Property:**

Lot 263 DP 14716  
33 Scylla Road OYSTER BAY NSW 2225

**Zone:**

**Sutherland Shire Local Environmental Plan 2015**

Zone R2 Low Density Residential

*Notes:*

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

*Disclaimer:*

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

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**INFORMATION PURSUANT TO SECTION 149(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

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**1. Names of relevant instruments and DCPs**

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

**Sutherland Shire Local Environmental Plan 2015**

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

\* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

\* SEPP (Building Sustainability Index: Basix) 2004

\* SEPP (Exempt and Complying Development Codes) 2008

\* SEPP (Affordable Rental Housing) 2009

\* SEPP No. 19 – Bushland in Urban Areas

\* SEPP No. 21 – Caravan Parks

\* SEPP No. 30 – Intensive Agriculture

\* SEPP No. 33 – Hazardous and Offensive Development

\* SEPP No. 50 – Canal Estates

\* SEPP No. 55 – Remediation of Land

\* SEPP No. 62 – Sustainable Aquaculture

\* SEPP No. 64 – Advertising and Signage

\* SEPP No. 65 – Design Quality of Residential Flat Development.

\* State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)

\* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)

\* State Environmental Planning Policy (Integration and Repeals) 2016

\* SEPP (Mining, Petroleum Production and Extractive Industries) 2007

\* State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

\* SEPP (Infrastructure) 2007

\* State Environmental Planning Policy (State and Regional Development) 2011

\* SEPP (State Significant Precincts) 2005

\* State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

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

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies apply:  
Amendments to SEPP (Infrastructure) 2007, SEPP (Mining,  
Petroleum Production and Extractive Industries) 2007, SEPP (State  
and Regional Development) 2011, SEPP (Housing for Seniors or  
People with a Disability) 2004, SEPP (State Significant Precincts)  
2005, SEPP (Exempt and Complying Development Codes) 2008,  
SEPP (Educational Establishments and Child Care Facilities) 2017,  
SEPP (Affordable Rental Housing) 2009, and new draft policies -  
SEPP Environment, SEPP Remediation of Land and SEPP Primary  
Production and Rural Development.

Draft SSLEP2015 Amendment (Minimum lot size) applies to the land. The amendment proposes to apply a minimum lot size of 600sqm for the construction of a dual occupancy and 1200sqm for the construction of multi dwelling housing.

3. The name of each development control plan that applies to the carrying out of development on the land:  
Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing

(d) Prohibited:

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

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

(g) Is the land in a conservation area?

No

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

There is no item of environmental heritage situated on the property.

## **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

### **3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Housing Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

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

**Commercial and Industrial Alterations Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

Complying development may be carried out on the land under the Fire



Safety Code.

#### 4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

#### 4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
  - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
  - (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has 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 (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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 the commencement of section 553B of the Local Government Act 1993.

## 5. Mine Subsidence

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

No

## 6. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

(a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

## **7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).

## 9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

No

## 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

## 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

## 11. Bush fire prone land

Is the land bush fire prone?

No

## **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

## **13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

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

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

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

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

## **16. Site compatibility certificates for infrastructure**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

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

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

## 20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

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

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

(a) whether there is 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, and

(b) whether 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.

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

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

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

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

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

### **Additional Information**

Council's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

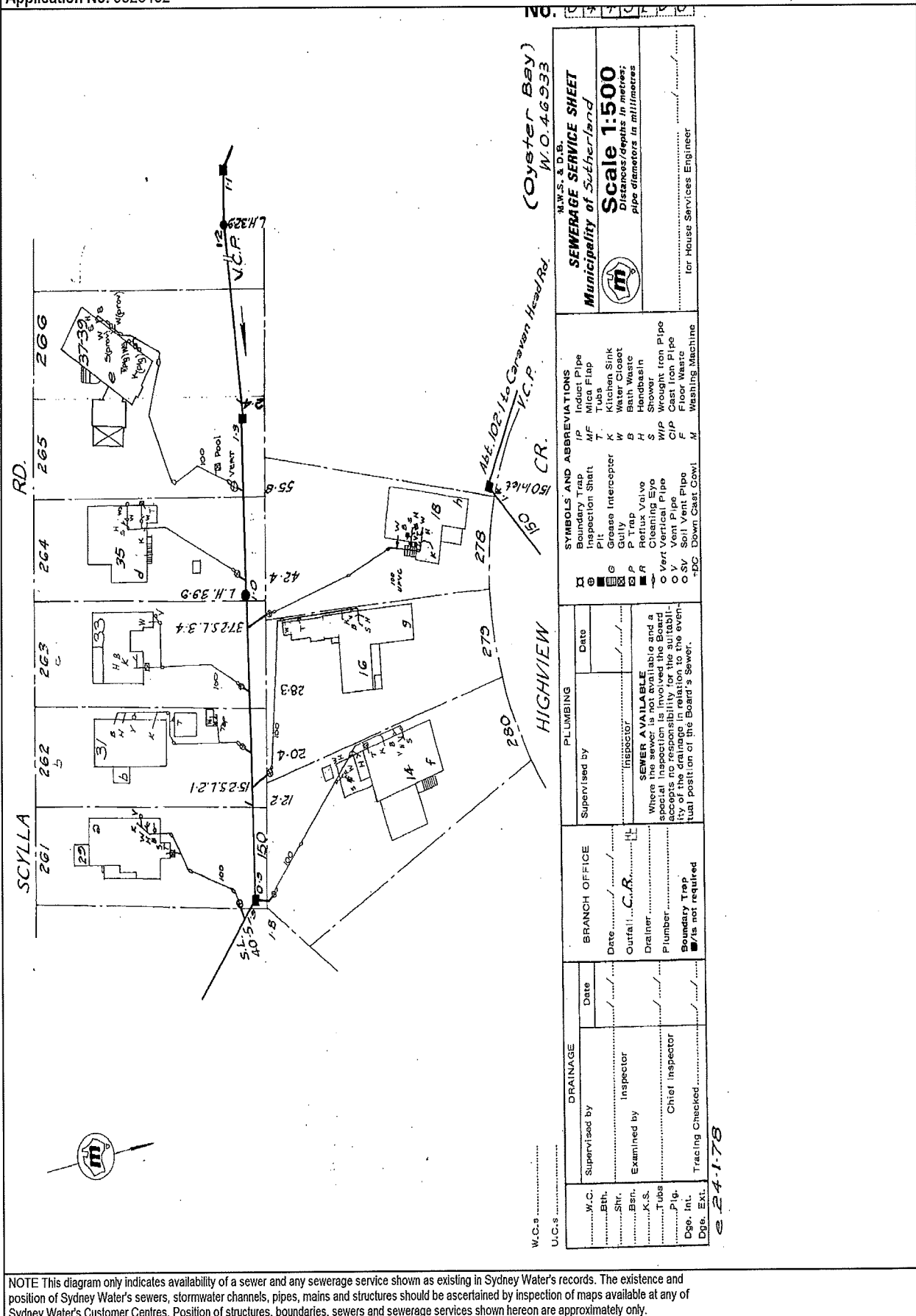
For further information please telephone [02] 9710 0333.

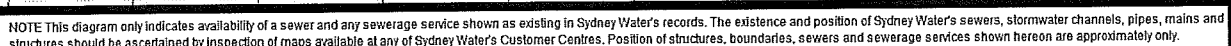
Yours faithfully



Mark Carlon  
Manager Environmental Planning







**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**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—SWIMMING POOLS**

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

Australian Taxation Office  
Council  
County Council  
Department of Planning and Environment  
Department of Primary Industries  
East Australian Pipeline Limited  
Electricity and gas authority  
Land & Housing Corporation  
Local Land Services  
NSW Department of Education

NSW Fair Trading  
NSW Public Works  
Office of Environment and Heritage  
Owner of adjoining land  
Privacy  
Roads and Maritime Services  
Subsidence Advisory NSW  
Telecommunications authority  
Transport for NSW  
Water, sewerage or drainage authority

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

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

**4 Transfer**

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

**5 Requisitions**

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or



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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

##### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
  - *remittance amount* payable; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
  - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
  - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*;
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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



- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 business days before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 business day before the date for completion.
- 30.10 At least 1 business day before the date for completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however
- 30.13.2 if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                             |  |
|-----------------------------|--|
| <i>adjustment figures</i>   | details of the adjustments to be made to the price under clause 14;  |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i>      | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;  |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

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