

Contract for the sale and purchase of land 2019 edition

TERM
vendor's agent

MEANING OF TERM
WITHOUT THE INTERVENTION OF AN AGENT

NSW DAN:

co-agent
vendor

GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT and DEAN HARVEY THORNCROFT

vendor's solicitor

C/-
VILE & VILE SOLICITORS
46 Belmore Road, Lorn NSW 2320
PO Box 57 North Maitland NSW 2320

P: 02 4933 5607
E: andrew@vileandvilelaw.com

date for completion
land (address,
plan details and
title reference)

42nd day after the contract date (clause 15)
26 MAGPIE STREET MCDUGALLS HILL NSW 2330
Lot 114 in Deposited Plan 1110275
114/1110275

improvements

☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☒ none ☐ other:

attached copies

documents in the List of Documents as marked or numbered:
other documents:

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

inclusions

<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

KYLIE EMILY TANKS
C/- 18 Magpie Street, McDougalls Hill NSW 2330

purchaser's solicitor

CDG Law
12 Pitt Street, Singleton NSW 2330

P: 02 6572 2911
E: reception@cdglaw.com.au

price

\$ 171,600.00

deposit

\$ 17,160.00

(10% of the price, unless otherwise stated)

balance

\$ 154,440.00

contract date

(if not stated, the date this contract was made)

buyer's agent

See Execution Pages

vendor

GST AMOUNT (optional)
The price includes
GST of: **\$ 15,600.00**

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Page 1a

Execution Page

Contract for Sale between **GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT** and **DEAN HARVEY THORNCROFT** (Vendors) and **KYLIE EMILY TANKS** (Purchaser)

Executed by the Vendors

.....
GREGORY PHILIP THORNCROFT

Page 1b

Execution Page

Contract for Sale between **GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT** and **DEAN HARVEY THORNCROFT** (Vendors) and **KYLIE EMILY TANKS** (Purchaser)

Executed by the Vendors

.....
SALLY ANNA ELIZABETH THORNCROFT

Page 1c

Execution Page

Contract for Sale between **GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT** and **DEAN HARVEY THORNCROFT** (Vendors) and **KYLIE EMILY TANKS** (Purchaser)

Executed by the Vendors

.....
NIGEL BRUCE THORNCROFT

Page 1d

Execution Page

Contract for Sale between **GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT** and **DEAN HARVEY THORNCROFT** (Vendors) and **KYLIE EMILY TANKS** (Purchaser)

Executed by the Vendors

.....
GRANT NELSON THORNCROFT

Page 1e

Execution Page

Contract for Sale between **GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT** and **DEAN HARVEY THORNCROFT** (Vendors) and **KYLIE EMILY TANKS** (Purchaser)

Executed by the Vendors

.....
RACHEL JAYNE THORNCROFT

Page 1f

Execution Page

Contract for Sale between **GREGORY PHILIP THORNCROFT, SALLY ANNA ELIZABETH THORNCROFT, NIGEL BRUCE THORNCROFT, GRANT NELSON THORNCROFT, RACHEL JAYNE THORNCROFT** and **DEAN HARVEY THORNCROFT**
(Vendors) and **KYLIE EMILY TANKS** (Purchaser)

Executed by the Vendors

.....
DEAN HARVEY THORNCROFT

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable ☐ NO ☐ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

SPECIAL CONDITIONS

1. The vendor sells the property as it stands and the purchaser acknowledges that the property is being purchased in its present condition and state of repair and with any defects as regards the construction or repair of any improvements thereon and subject to any infestation and dilapidation and as a result of the purchaser's own inspection and should any fencing be found not to be on its correct boundary or that any give and take fences exist or that any boundaries of the property sold are not fenced the vendor shall not be liable to make any compensation in respect thereof or to erect or contribute to the expense of erection of any new fencing on its correct line or otherwise. The purchaser further acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representations in respect of the property or any part thereof or any improvements thereon, other than as expressly set out in this Agreement.
2. The vendor has no survey certificate and the purchaser shall not require the vendor to obtain same. Should the purchaser desire such a survey certificate then it shall be obtained by and at the expense of the purchaser and the absence of or failure to obtain any such certificate shall not be deemed to be a defect in title.
3. The vendor has no Section 149E Building Certificate under the Environmental Assessment and Planning Act 1979 and the purchaser shall not require the vendor to obtain same. Should a certificate under Section 149E of the Environmental Assessment and Planning Act 1979 be applied for and the local Council refuses to issue such a certificate or imposes any conditions (with which the vendor is unwilling to comply) as a prerequisite to the issue of such a certificate then the purchaser may rescind this Agreement within 7 days of the refusal or imposition of conditions but shall not have any other remedy against the vendor.
4. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. In the event that the vendor is entitled to issue a Notice to Complete, the purchaser shall allow as an adjustment on settlement the additional sum of \$375.00 plus GST per Notice, by allowance towards the legal costs of the vendor. It is agreed that this sum is in addition to any interest the vendor may be able to claim under this contract for late completion.
5. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) per annum interest on the balance purchase money, computed at a daily rate from the date immediately after the completion date to and including 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.
6. Notwithstanding clause 20.6, neither party shall serve any notice to complete, notice of rescission or notice of termination by facsimile transmission (fax).
7. The purchaser hereby warrants that he has not been introduced to the property or the vendor in circumstances such as to give rise to a claim for commission by any licensed real estate agent arising out of this transaction save the parties revealed as the

vendor's agent on the first page of this Agreement. The purchaser hereby acknowledges that the only commission payable by the vendor will be the total commission payable on this contract according to the usual scale and agrees to indemnify the vendor with regard to any commission claimed in breach of his warranty herein together with all costs as may be incurred by the vendor in defending or settling any such claim. This clause shall not merge upon completion.

8. Notwithstanding any rule of law or equity to the contrary should the purchaser (or if more than one any of the purchasers) prior to completion die or become mentally ill or bankrupt (or if a Company goes into liquidation) then the vendor may rescind this Agreement by notice in writing forwarded to the said purchaser's solicitor named herein and thereupon this Agreement shall be at an end and the provisions of Clause 19 hereof shall apply.
9. If the Vendor on making this contract agrees to accept a deposit of less than ten per cent (10%) of the purchase price, then notwithstanding any other provision on this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows: -
 - (a) Five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract;
 - (b) Five per cent (5%) of the purchase price by bank cheque to the Vendor or as the Vendor's Solicitor shall direct in writing, upon the earlier of:
 - i. The happening of any event which entitles the Vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the Vendor shall, in addition, be entitled to sue the Purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. The completion date.

The Purchaser acknowledges that the Vendor has agreed to accept the deposit by instalments at the Purchaser's request in earnest of the bargain, this contract and its performance by the Purchaser the full ten per cent (10%) deposit should the Purchaser's default under this Contract be such as to entitle the Vendor to forfeit all of the deposit paid or payable by the Purchaser.

10. The Vendor's rights under clause 8.1 shall arise where the Purchaser's claim exceeds 1% of the price (not 5%).
The Vendor shall have a right to rescind under clause 8 if the Vendor is unable or unwilling to comply with the requisitions, regardless of the grounds (clause 8.1 is amended by the deletion of the words "on reasonable grounds").
11. In the event that a scheduled settlement is cancelled to a date following the scheduled day of settlement as determined by the terms of this Contract, due to no fault of the vendor the purchaser shall allow as an adjustment on settlement the additional sum of \$375 plus GST per cancelled settlement, as an allowance towards the additional legal costs and disbursements incurred by the vendor in re-scheduling the settlement. It is agreed that this sum is in addition to any interest the vendor may be able to claim under this Contract for late completion. This clause shall not merge on completion.
12. Electronic Communication

This Contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.

Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party or their solicitors to the other party or the other party's solicitors shall constitute a valid and binding execution of this Contract by such party or parties.

For the purposes of Electronic Transactions Act 1999 (Cth) (as amended) and Electronic Transactions Act 2000 (NSW) (as amended) each of the parties' consent to receiving and sending the Contract electronically.

13. Extension to Cooling Off Period

If a cooling-off period applies to this Contract then on each occasion that the Purchaser requests an extension of such cooling off period the Purchaser must on completion pay a further sum of \$295.00 plus 10% GST for the Vendors additional legal costs associated with dealing with the Purchasers request for such extension or extensions. These fees are agreed by the parties to be a reasonable pre-estimate of the Vendors costs incurred in dealing with each request. The payment of this fee/fees is/are an essential term of this Contract and the Vendor is not required to complete this Contract until such fee or fees are paid by the Purchaser.

14. Guarantee

14.1. This clause applies if the purchasers are a corporation (and not listed on Australian Stock Exchange). This clause is an essential term of this Contract.

14.2. The word guarantor means the purchaser named on the front page of this Contract.

14.3. The guarantor must execute this clause on the date of this Contract. If the guarantor has not signed this clause, the vendor may terminate this Contract by serving notice

14.4. In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees the vendor:-

14.4.1. payment of all money payable by the purchaser under this Contract; and

14.4.2. the performance of all of the purchasers obligations under this Contract.

14.5. The guarantor:-

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

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

14.6. The guarantor is jointly and separately liable with the purchaser to the vendor for:-

14.6.1. the performance by the purchaser of its obligations under this Contract; and

- 14.6.2. any damage incurred by the vendor as a result of the purchasers failure to performs its obligations under this Contract or the termination of this Contract by the vendor.
- 14.7. the guarantor must pay to the vendor, on written demand by the vendor, all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 14.8. If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under clause
- 14.9. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:-
 - 14.9.1. the grant of any time, waiver or covenant not to sue or other indulgence;
 - 14.9.2. the release or discharge of any person;
 - 14.9.3. an arrangement, composition or compromise entered into by the vendor, the purchasers, the guarantor or any other person;
 - 14.9.4. any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court, or otherwise;
 - 14.9.5. payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 14.9.6. the winding up of the purchaser
- 14.10. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 14.11. This clause operates as a Deed between the vendor and the guarantor.

SIGNED by the said)

In the presence of:)

.....
Witness sign name

.....
Witness print name

.....
Witness print address



FOLIO: 114/1110275

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
19/4/2021	9:33 AM	3	23/11/2011

LAND

LOT 114 IN DEPOSITED PLAN 1110275
AT SINGLETON
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF DARLINGTON COUNTY OF DURHAM
TITLE DIAGRAM DP1110275

FIRST SCHEDULE

GREGORY PHILIP THORNCROFT
IN 45/100 SHARE
SALLY ANNA ELIZABETH THORNCROFT
IN 2/100 SHARE
NIGEL BRUCE THORNCROFT
IN 10/100 SHARE
GRANT NELSON THORNCROFT
IN 23/100 SHARE
RACHEL JAYNE THORNCROFT
IN 4/100 SHARE
DEAN HARVEY THORNCROFT
IN 16/100 SHARE
AS TENANTS IN COMMON (T AG637104)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1110275 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 3 DP1124114 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1124114

NOTATIONS

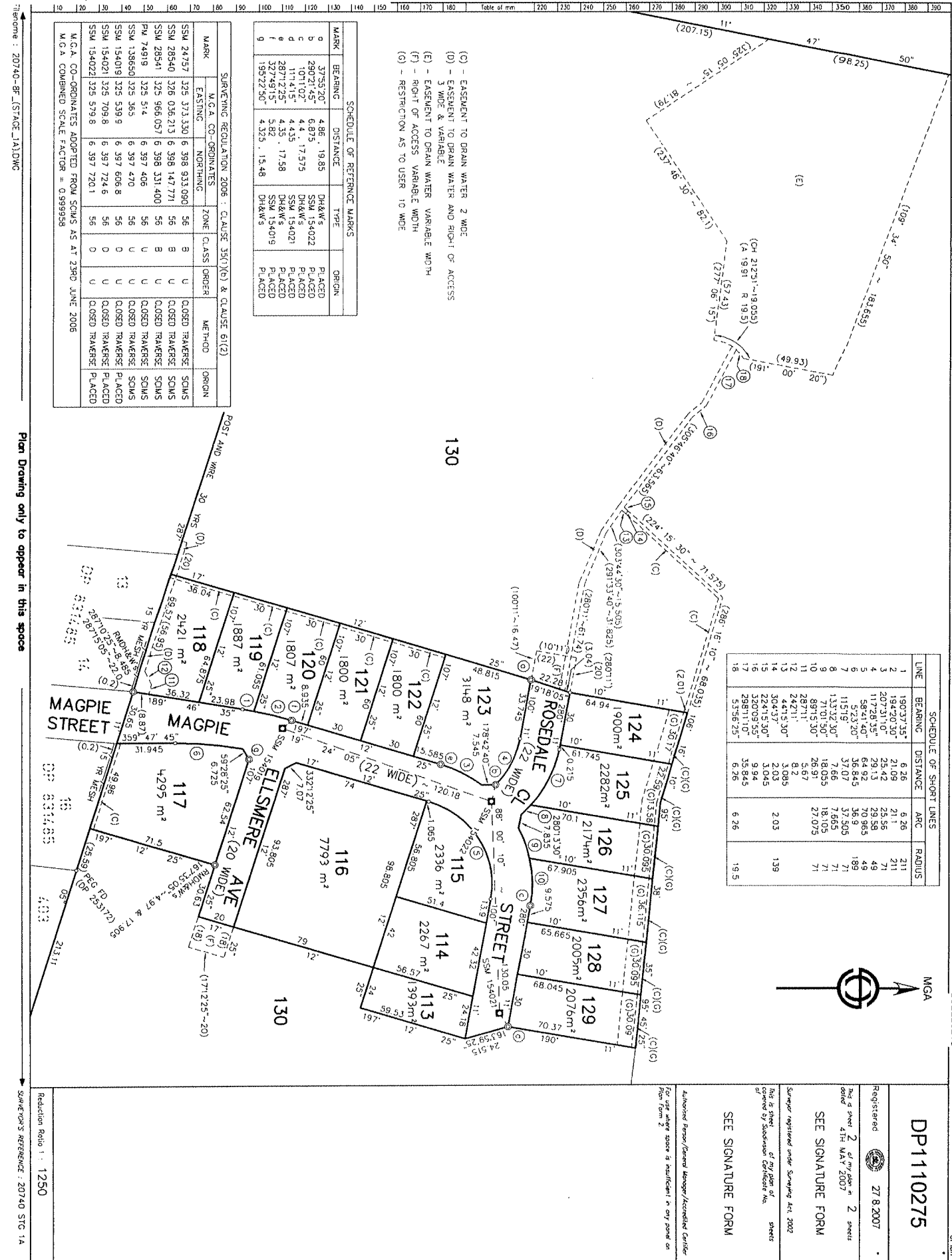
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

THORNCROFT

PRINTED ON 19/4/2021

* 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.



SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	190°37'35"	6.26	6.26	211
2	194°20'30"	21.09	21.1	211
3	207°31'10"	25.42	25.56	71
4	117°28'35"	29.13	29.58	49
5	58°41'40"	70.865	64.92	49
6	5°23'20"	36.845	36.8	189
7	115°19'	37.505	37.505	71
8	1°33'32'30"	7.66	7.665	71
9	18°05'	18.055	18.105	71
10	8°01'50"	28.87	28.87	71
11	2°27'11"	8.2	8.2	71
12	24°41'50"	3.085	3.085	139
13	30°43'7"	2.03	2.03	139
14	22°41'50"	3.045	3.045	139
15	330°09'55"	9.94	9.94	139
16	298°11'10"	35.845	35.845	139
17	298°11'10"	35.845	35.845	139
18	53°56'25"	6.26	6.26	139

- (C) - EASEMENT TO DRAIN WATER 2 WIDE
(D) - EASEMENT TO DRAIN WATER AND RIGHT OF ACCESS
(E) - EASEMENT TO DRAIN WATER VARIABLE WIDTH
(F) - RIGHT OF ACCESS VARIABLE WIDTH
(G) - RESTRICTION AS TO USER 10 WIDE

MARK	BEARING	DISTANCE	TYPE	ORIGIN
a	37°53'20"	4.96	DR&W	PLACED
b	290°21'45"	6.875	SSM 154022	PLACED
c	10°11'02"	4.4	DR&W	PLACED
d	11°41'5"	4.435	SSM 154021	PLACED
e	287°12'25"	4.35	DR&W	PLACED
f	327°49'15"	5.62	SSM 154019	PLACED
g	195°22'50"	4.325	DR&W	PLACED

MARK	BEARING	DISTANCE	TYPE	ORIGIN
SSM 24757	325 373.330	6 398 933.090	B	U
SSM 28540	326 036.213	6 398 147.771	B	U
SSM 28541	325 966.057	6 398 331.400	B	U
PM 74919	325 514	6 397 406	U	U
SSM 138650	325 365	6 397 470	U	U
SSM 154019	325 539.9	6 397 606.8	U	U
SSM 154021	325 709.8	6 397 724.6	U	U
SSM 154022	325 579.8	6 397 720.1	U	U

DP1110275

Registered 27 8 2007

SEE SIGNATURE FORM

SEE SIGNATURE FORM

Reduction Ratio 1 : 1250

Authorised Person/General Manager/Registered Officer

For use where space is insufficient in any panel on Plan Form 2

PLAN FORM 6

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 3 sheet(s)

PLAN OF SUBDIVISION OF
 LOTS 7, 8, 9, 10 AND 11
 DP 253172

DP1110275

Registered :  27.8.2007

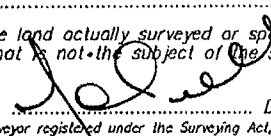
*OFFICE USE ONLY

Surveying Regulation, 2006

I, MICHAEL JOHN O'SULLIVAN
 of HARPER SOMERS O'SULLIVAN
241 DENISON STREET, BROADMEADOW
 a surveyor registered under the Surveying Act, 2002, certify that
 the survey represented in this plan is accurate, has been made
 in accordance with the Surveying Regulation, 2006 and was
 completed on : 4TH MAY 2007

The survey relates to

(specify the land actually surveyed or specify any land shown in
 the plan that is not the subject of the survey)

Signature :  Dated : 21-8-07
 Surveyor registered under the Surveying Act, 2002

Datum Line : "X" - "Y"

Type : Urban/Rural

SIGNATURES, SEALS and STATEMENTS of intention
 to dedicate public roads or to create public reserves
 and drainage reserves.

PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1964, AS AMENDED
 IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER
2 WIDE
2. EASEMENT TO DRAIN WATER AND
RIGHT OF ACCESS 3 WIDE & VAR
3. EASEMENT TO DRAIN WATER
VARIABLE WIDTH
4. RIGHT OF ACCESS VARIABLE WIDTH
5. RESTRICTION AS TO USER
6. RESTRICTION AS TO USER

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land
 shown herein have been given

Signature :
 Date :
 File Number :
 Office :

IT IS INTENDED TO DEDICATE THE
 EXTENSION OF MAGPIE STREET, ELLSMERE
 AVENUE & ROSEDALE CLOSE TO THE
 PUBLIC AS PUBLIC ROAD

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning
 and Assessment Act 1979 have been satisfied in relation to the
 proposed

Subdivision set out herein
 * (insert "subdivision" or "new road")

Mark Thiers
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority : Singleton Council

Date of Endorsement : 18 July 2007

Accreditation No. : -

Subdivision Certificate No : SC 33/2007

File No. : SA 46/2005

* Delete whichever is inapplicable

Use PLAN FORM 6A for additional
 certificates, signatures and seals

SURVEYOR'S REFERENCE : 20740 STG 1A

PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 3 sheet(s)

*OFFICE USE ONLY

PLAN OF SUBDIVISION OF
LOTS 7, 8, 9, 10 AND 11
DP 253172

DP1110275

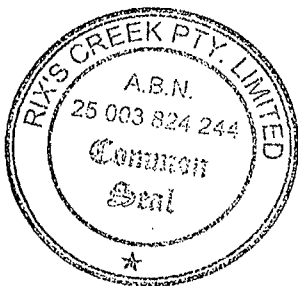
Registered :



27.8.2007

Subdivision Certificate No:

Date of Endorsement:



[Signature]

[Signature]
(Mr. [Name])
Secretary

SURVEYOR'S REFERENCE : 20740 STG 1A

PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOTS 7, 8, 9, 10 AND 11
DP 253172

DP1110275

Registered :



27.8.2007

Subdivision Certificate No:

Date of Endorsement:

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

ATTORNEY

Print Name:
Position Held:

Brett Bolton
Credit Analyst

ATTORNEY

Print Name:
Position Held:

Phil Handley
Senior Relationship Manager

WITNESS

Print Name: Vanessa McGuire
Address: 12 Perkins St, Newcastle

SURVEYOR'S REFERENCE : 20740 STG 1A

*OFFICE USE ONLY

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

ePlan

(Sheet 1 of 4 Sheets)

Plan:

DP1110275

Plan of Subdivision of Lots 7, 8, 9, 10 & 11
 DP 253172

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

Rix's Creek Pty Limited (ACN 003 824 244)
 Four Mile Creek Road
 Ashtonfield NSW 2323

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities :
1	Easement to Drain Water 2 Wide	117 122 121 120 119 118 129 128 127 126 125 124 130	130 123 122 & 123 121,122 & 123 120,121,122 & 123 119,120,121,122 & 123 130 129 & 130 128,129 & 130 127,128,129 & 130 126,127,128,129 & 130 125,126,127,128,129 & 130 124,125,126,127,128 & 129
2	Easement to Drain Water and Right of Access 3 wide & Variable	118 & 130	Singleton Council
3	Easement to Drain Water Variable Width	130	Singleton Council
4	Right of Access Variable Width	130	Singleton Council
5	Restriction as to User	Every Lot except 130	Every other Lot
6	Restriction as to User	124, 125, 126, 127, 128, 129	Singleton Council

mg

(SLF) 5065635_1_Section 88B Instrument for Subdiv A (29/05/07)

ePlan
(Sheet 2 of 4 Sheets)

DP1110275

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 referred to in the plan:

The Authority benefited agrees that the use of the Easement to Drain Water and Right of Access, terms as set out in the Act, will be abandoned and the Easements will be released upon the servient tenement becoming a public dedicated road constructed at no cost to the Authority benefited.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 referred to in the plan:

The Authority benefited agrees that the use of the Right of Access, terms as set out in the Act, will be abandoned and the Easement will be released upon the servient tenement becoming a public dedicated road constructed at no cost to the Authority benefited.

Terms of easement, profit of prendre, restriction, or positive covenant numbered 5 referred to in the plan.

- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Rix's Creek Pty Limited without the consent of Rix's Creek Pty Limited which consent will not be unreasonably withheld if such fence is erected without expense to Rix's Creek Pty Limited and provided that this restriction shall remain in force only during such period as Rix's Creek Pty Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.
- (b) No building may without the prior written consent of Rix's Creek Pty Limited be erected or permitted to be remain erected on any Lot burdened with external walls:
 - (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted;
 - (ii) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted and must be constructed in new materials.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 referred to in the plan:

- (a) No landscaping or vegetation is permitted in the area designated on the plan unless that landscaping or vegetation meets the requirement of the New South Wales Rural Fire Services guidelines with respect to Asset Protection Zones.
- (b) No building or structure is permitted within the area designated on the plan unless that building or structure is constructed of non-combustible materials and meets the requirement of the New South Wales Rural Fire Services guidelines with respect to building standards within an Asset Protection Zone.

(SLF) 5065635_1_Section 88B Instrument for Stage 1A (29/05/21)

ePlan

DP1110275

(Sheet 3 of 4 Sheets)

Name of person/authority empowered to release, vary or modify restriction or positive covenant numbered 5 in the plan.

Rix's Creek Pty Ltd and if Rix's Creek Pty Ltd no longer exists or is not the Registered Proprietor of any of the land comprised in the Plan of Subdivision then the person or persons for the time being registered as the proprietor of the Land in the Plan of Subdivision having the benefit of or having common boundaries with the land requesting such release or variation of the restriction.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Rix's Creek Pty Ltd (ACN 003 824 244)

Authority: section 127 of the Corporations Law

Signature of authorised person:

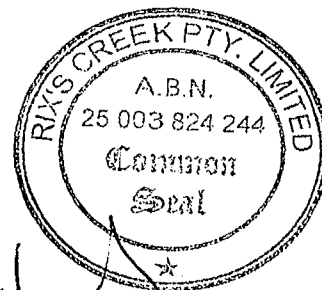
Name of authorised person: *William Gant*

Office held: *Secretary*

Signature of authorised person:

Name of authorised person: John Richards

Office held: Director



Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: St George Bank Limited (ACN 055 513 070)

Authority: section 127 of the Corporations Law

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

ATTORNEY
Print Name:
Position Held:

Brett Bolton
Brett Bolton
Credit Analyst

ATTORNEY
Print Name:
Position Held:

Phil Handley
Phil Handley
Senior Relationship Manager

WITNESS

Print Name: *Vanessa McGuire*

Address: *12 Perkins St, Newcastle*

ePlan

(Sheet 4 of 4 Sheets)

DP1110275

Signature of
authorised person:

Signature of
authorised person:

Name of
authorised person:

Name of
authorised person:

Office held:

Office held:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below

Signature of
Witness: *Michelle Windebank*

Signature of
authorised officer: *Mark Shlein*

Name of witness:
Michelle Windebank

Authorised
officer's name: *Mark Shlein*

Address of Witness:
*Singleton Council
PO Box 314
Singleton NSW 2330*

Authority of
officer: *Manager Planning +
Development Services*

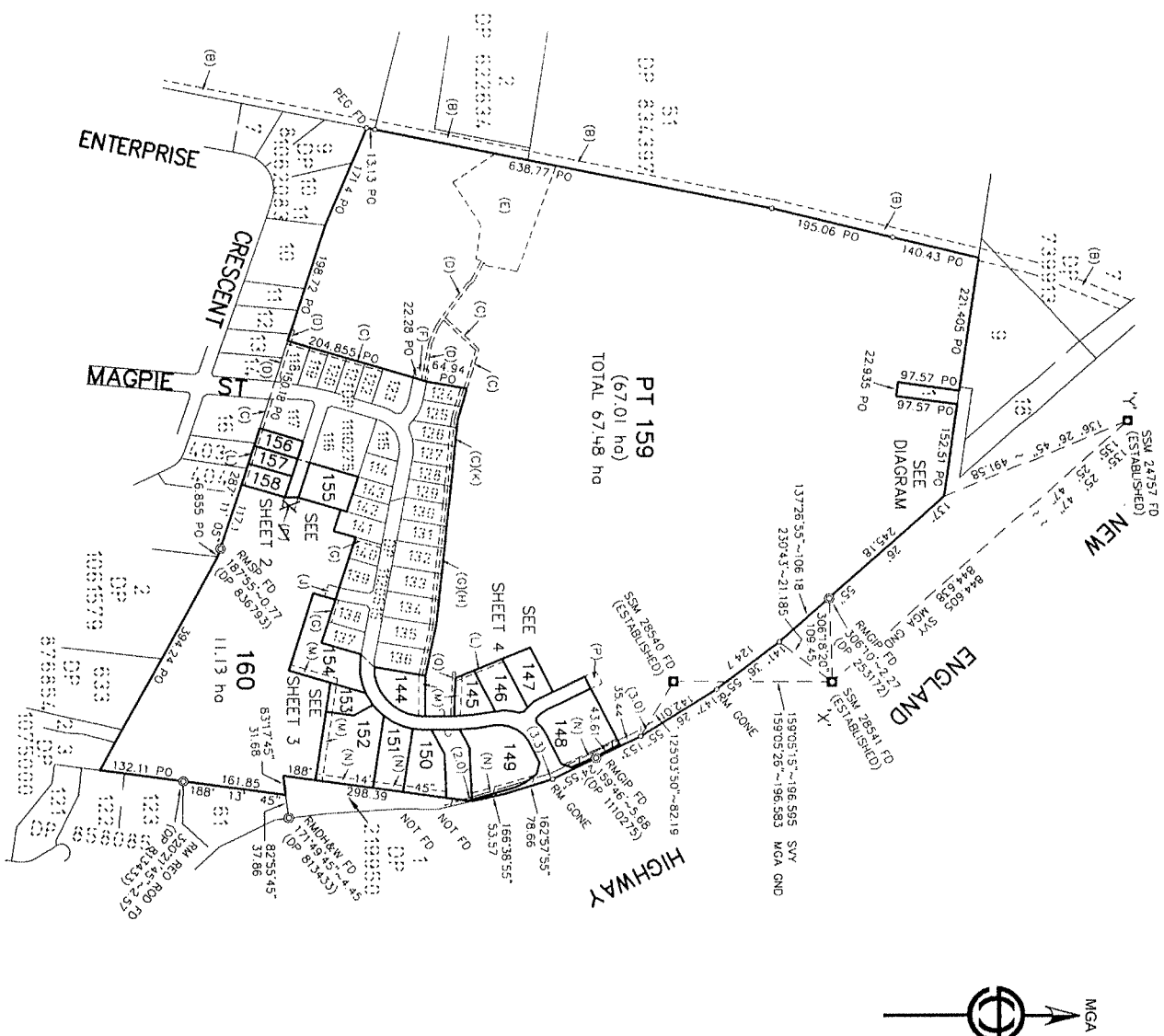
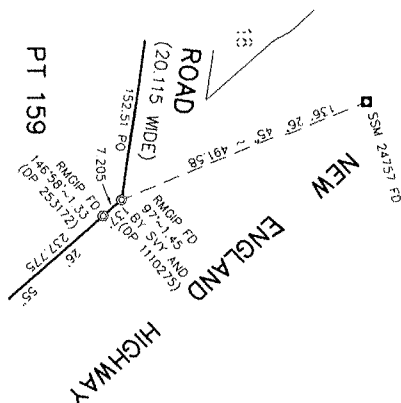
Signing
on behalf of: **Singleton Shire Council**

REGISTERED



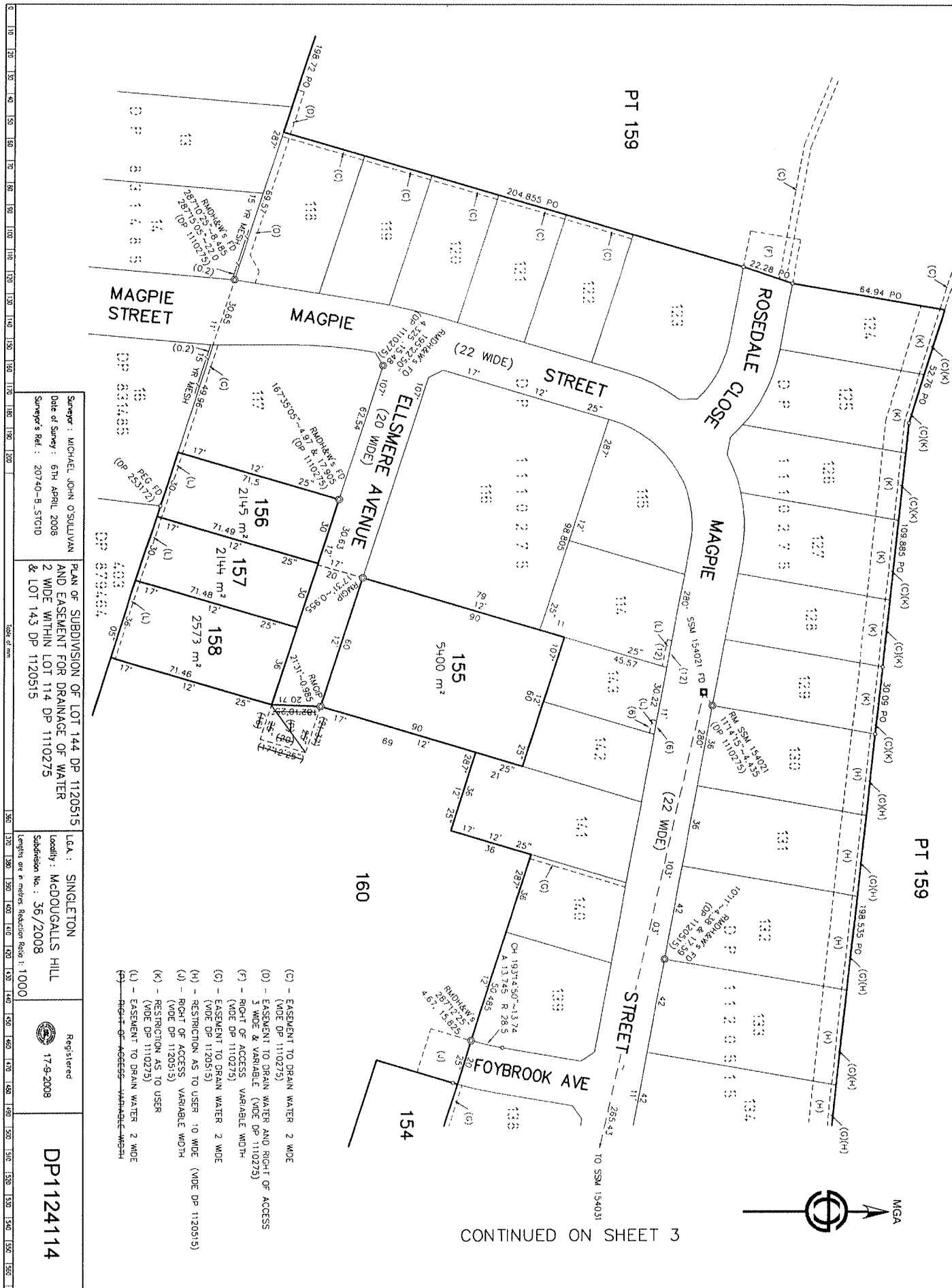
27.8.2007

DIAGRAM
(NOT TO SCALE)



(b) -	EASMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO	15 WIDE , 20 WIDE & VARIABLE	
(c) -	EASMENT TO DRAIN WATER	2 WIDE (WIDE DP 1110275)	
(d) -	EASMENT TO DRAIN WATER AND RIGHT OF ACCESS	3 WIDE & VARIABLE (WIDE DP 1110275)	
(e) -	EASMENT TO DRAIN WATER	VARIABLE WIDTH (WIDE DP 1110275)	
(f) -	RIGHT OF ACCESS	VARIABLE WIDTH (WIDE DP 1110275)	
(c) -	EASMENT TO DRAIN WATER	2 WIDE (WIDE DP 1120515)	
(4) -	RESTRICTION AS TO USER	10 WIDE (WIDE DP 1120515)	
(3) -	RIGHT OF ACCESS	VARIABLE WIDTH (WIDE DP 1120515)	
(4) -	RESTRICTION AS TO USER	(WIDE DP 1110275)	
(4) -	EASMENT TO DRAIN WATER	10 WIDE	
(4) -	RESTRICTION AS TO USER	2 WIDE	
(4) -	POSITIVE COVENANT (LANDSLIPPING)	10 WIDE & VARIABLE	
(4) -	RIGHT OF ACCESS	VARIABLE WIDTH	
(4) -	EASMENT TO DRAIN WATER	5 WIDE	

⑤ DP1124114



CONTINUED ON SHEET 3

Surveyor: MICHAEL JOHN O'SULLIVAN
 Date of Survey: 6TH APRIL 2008
 Surveyor's Ref.: 20740-B-STC1D

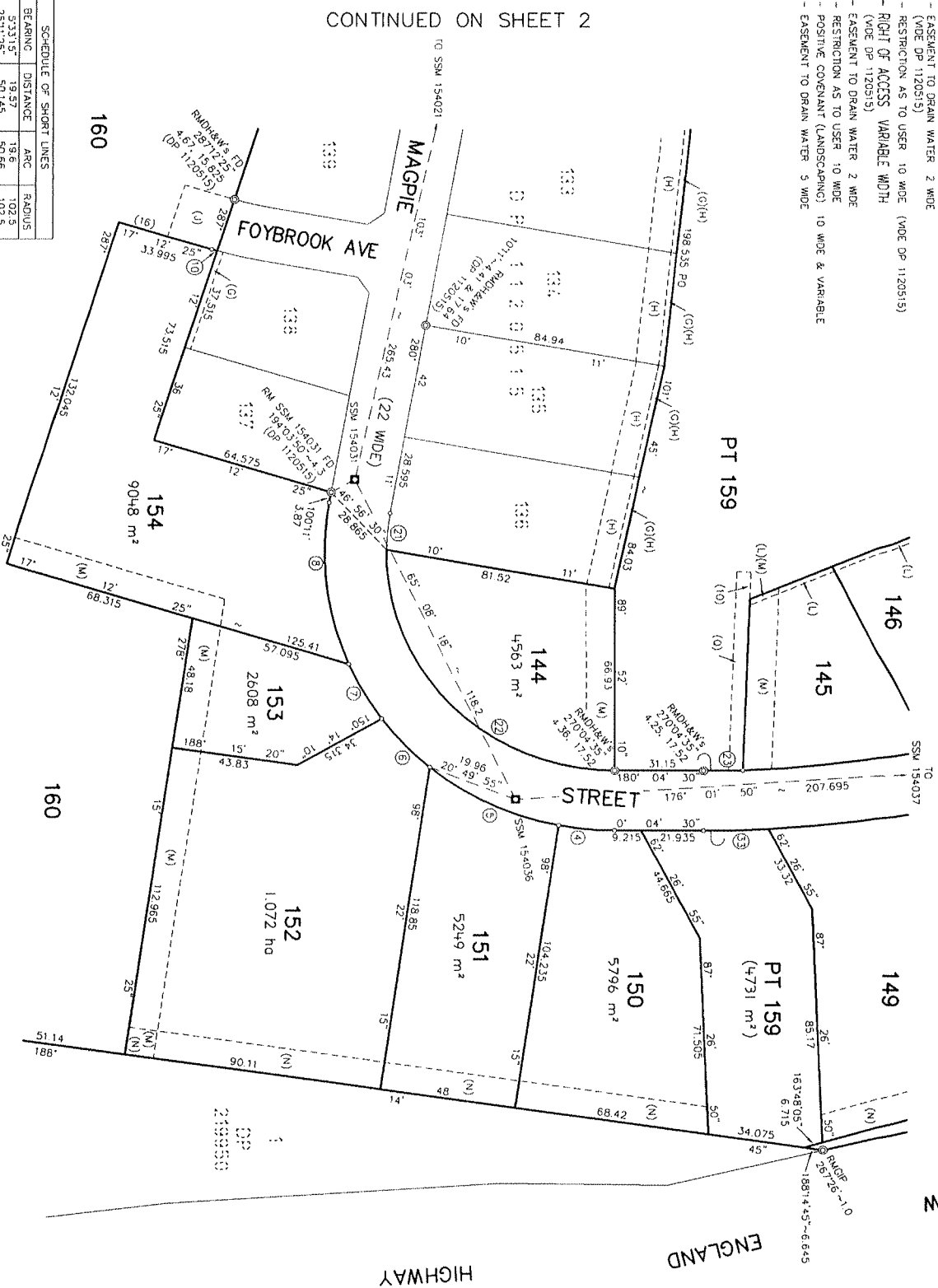
PLAN OF SUBDIVISION OF LOT 144 DP 1120515
 AND EASEMENT FOR DRAINAGE OF WATER
 2 WIDE WITHIN LOT 114 DP 1110275
 & LOT 143 DP 1120515

LGA: SINGLETON
 Locality: McDUGALLS HILL
 Subdivision No.: 36/2008

Registered
 17-9-2008
 DP1124114

CONTINUED ON SHEET 4

- (G) - EASEMENT TO DRAIN WATER 2 WIDE
(WIDE DP 1120515)
- (H) - RESTRICTION AS TO USER 10 WIDE (WIDE DP 1120515)
- (J) - RIGHT OF ACCESS VARIABLE WIDTH
(WIDE DP 1120515)
- (L) - EASEMENT TO DRAIN WATER 2 WIDE
(WIDE DP 1120515)
- (M) - RESTRICTION AS TO USER 10 WIDE
- (N) - POSITIVE COVENANT (LANDSCAPING) 10 WIDE & VARIABLE
- (Q) - EASEMENT TO DRAIN WATER 5 WIDE



SCHEDULE OF SHORT LINES			
LINE	BEARING	DISTANCE	ARC
4	53°15'	19.57	102.5
5	25°11'25"	50.145	102.5
6	46°16'40"	24.73	102.5
7	59°42'35"	23.22	102.5
8	83°11'55"	59.885	102.5
9	13°18'30"	16.19	148.5
10	16°49'10"	2.005	148.5
21	27°53'25"	13.45	80.5
22	22°52'01"	114.365	127.165
23	35°02'45"	13.85	365.5

Surveyor: MICHAEL JOHN O'SULLIVAN
Date of Survey: 6TH APRIL 2006
Surveyor's Ref.: 20740-B-STC10

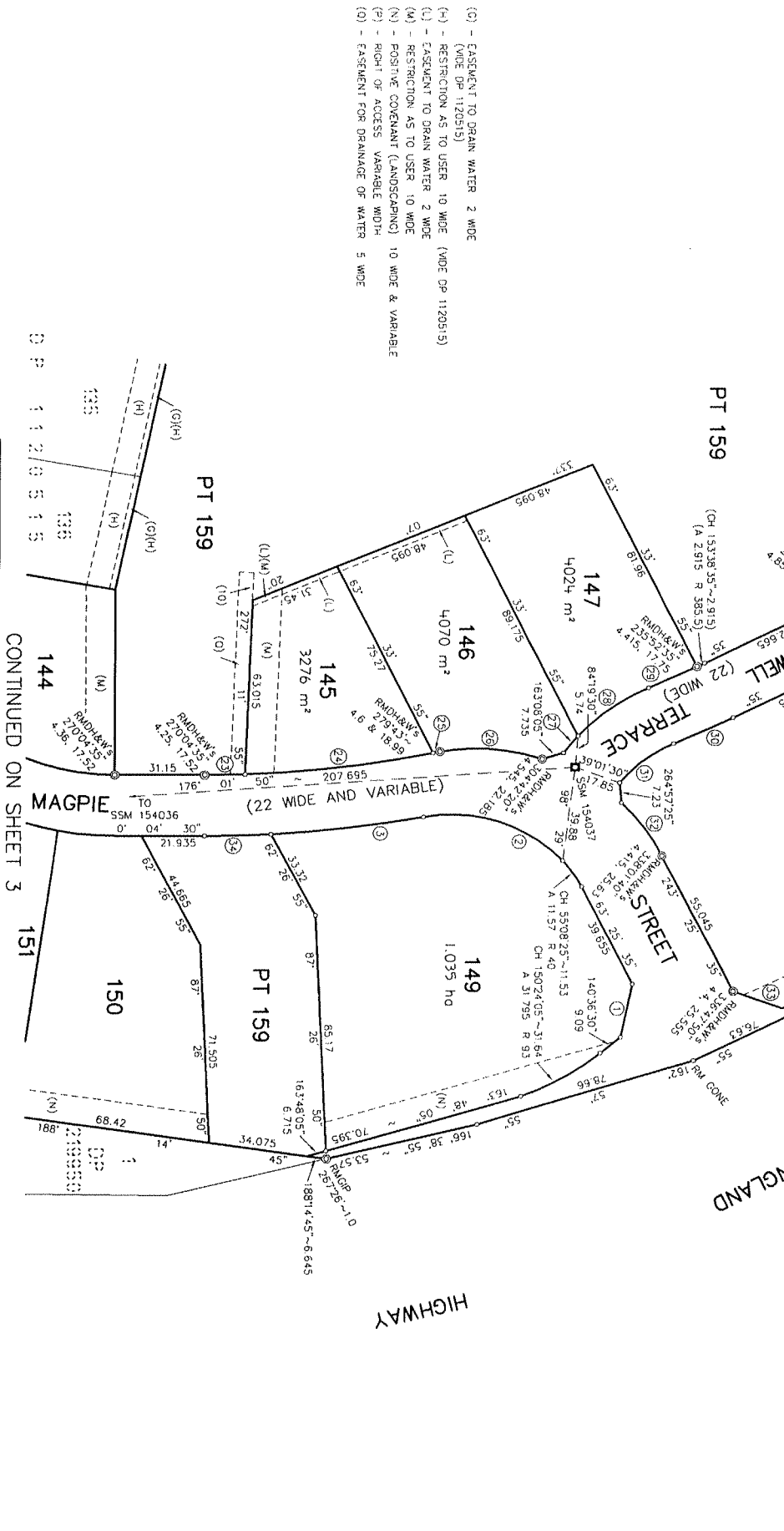
PLAN OF SUBDIVISION OF LOT 144 DP 1120515
AND EASEMENT FOR DRAINAGE OF WATER
2 WIDE WITHIN LOT 114 DP 1110275
& LOT 143 DP 1120515

LGA: SINGLETON
Locality: McDUGALLS HILL
Subdivision No.: 36/2008

Registered
17-9-2008

DP1124114

SCHEDULE OF SHORT LINES			
LINE	BEARING	DISTANCE	RADIUS
1	102°01'	19.6	53.222
2	18°05'10"	51.015	407.5
3	35°07'50"	52.98	53.015
23	359°02'45"	13.85	385.5
24	173°09'10"	65.37	65.45
25	168°14'20"	0.68	385.5
26	183°30'20"	37.51	71
27	129°01'30"	7.925	71
28	144°24'40"	29.975	30.2
29	155°13'40"	18.415	385.5
30	355°00'45"	22.55	407.5
31	322°44'35"	23.465	49
32	253°54'40"	23.805	72
33	189°40'25"	18.0	
34	358°28'	22.885	407.5



CONTINUED ON SHEET 3

Surveyor: MICHAEL JOHN O'SULLIVAN
Date of Survey: 6TH APRIL 2008
Surveyor's Ref.: 20740-8-STC10

PLAN OF SUBDIVISION OF LOT 144 DP 1120515
AND EASEMENT FOR DRAINAGE OF WATER
2 WIDE WITHIN LOT 114 DP 1110275
& LOT 143 DP 1120515

LGA: SINGLETON
Locality: McDougalls Hill
Subdivision No.: 36/2008
Longitudinal scale: Reduction Ratio 1:1000

Registered
17-9-2008

DP1124114

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 2 WIDE
2. POSITIVE COVENANT (LANDSCAPING) 10 WIDE AND VARIABLE
3. RIGHT OF ACCESS VARIABLE WIDTH
4. EASEMENT TO DRAIN WATER 5 WIDE
5. RESTRICTION AS TO USER 10 WIDE
6. RESTRICTION AS TO USER
7. RESTRICTION AS TO USER

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO RELEASE :

1. RIGHT OF ACCESS VARIABLE WIDTH (WITHIN ELLSMERE AVENUE) (DP 1110275)

IT IS INTENDED TO DEDICATE THE EXTENSION OF MAGPIE STREET, ELLSMERE AVENUE AND CASSWELL TERRACE TO THE PUBLIC AS PUBLIC ROAD

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature :

Date :

File Number :

Office :

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to :

the proposed Subdivision set out herein
 *(insert "subdivision" or "new road")

Mark Ihlen
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority : Singleton Council

Date of Endorsement : 25 August 2008

Accreditation No. : -

Subdivision Certificate No : 36/2008

File No. : SA 46/2005.3

* Delete whichever is inapplicable

DP1124114

Registered :  17-9-2008

Title System : TORRENS

Purpose : SUBDIVISION

PLAN OF SUBDIVISION OF LOT 144 DP 1120515 AND EASEMENT TO DRAIN WATER 2 WIDE WITHIN LOT 114 DP 1110275 & LOT 143 DP 1120515

L.G.A. : SINGLETON

Locality : McDOUGALLS HILL

Parish : DARLINGTON

County : DURHAM

Surveying Regulation, 2006

I MICHAEL JOHN O'SULLIVAN
 of HARPER SOMERS O'SULLIVAN
 241 DENISON STREET, BROADMEADOW
 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on : 6TH APRIL 2008

The survey relates to lots 144 to 160

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature : [Signature] Dated : 7-8-08
 Surveyor registered under the Surveying Act, 2002

Datum Line :

Type : Urban/Rural 'X'~'Y'

Plans used in preparation of Survey/Compilation:

DP 1110275 DP 813433
 DP 739913 DP 219950
 DP 834397 DP 867561
 DP 253172 DP 836793
 DP 831485 DP 1103717
 DP 599113
 DP 251617
 DP 622634
 DP 1062083
 DP 252692

SURVEYOR'S REFERENCE : 20740-8_STG1D

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOT 144 DP 1120515 AND
EASEMENT TO DRAIN WATER
2 WIDE WITHIN LOT 114
DP 1110275 & LOT 143 DP 1120515

DP1124114

Registered :  17-9-2008

Subdivision Certificate No:


Date of Endorsement:

ST GEORGE BANK LIMITED

ATTORNEY
Print Name:
Position Held:



DAVID NOY
SENIOR MANAGER PROPERTY

ATTORNEY
Print Name:
Position Held:


Gary Miller
Relationship Manager

WITNESS

Print Name:
Address:


CHARLENE LORRAINE
NICHOLS

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

SURVEYOR'S REFERENCE : 20740-8_STG1D

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOT 144 DP 1120515 AND
EASEMENT TO DRAIN WATER
2 WIDE WITHIN LOT 114
DP 1110275 & LOT 143 DP 1120515

DP1124114

Registered :  17-9-2008

Subdivision Certificate No:

Date of Endorsement:

RIX'S CREEK PTY LTD



White Cat


SURVEYOR'S REFERENCE : 20740-8_STG1D

* OFFICE USE ONLY

ePlan

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

(Sheet 1 of 4 Sheets)

Plan: DP1124114

Plan of Subdivision of Lot 144 DP 1120515 and
 Easement to Drain Water 2 wide within Lots 114
 DP1110275 & Lot 143 DP1120515

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

Rix's Creek Pty Limited (ACN 003 824 244)
 Four Mile Creek Road
 Ashtonfield NSW 2323

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities :
1	Easement to Drain Water 2 wide	146 145 158 157 156 143/1120515 114/1110275	147 146,147 160 158,160 157,158,160 142/1120515 143/1120515
2	Positive Covenant (Landscaping) 10 wide and variable	148 to 152 inclusive	Singleton Council
3	Right of Access Variable Width	159	Singleton Council
4	Easement to Drain Water 5 wide	159	Singleton Council, 145, 146 and 147
5	Restriction as to User 10 Wide	144,145, 152,153,154	Singleton Council
6	Restriction as to User	Every lot except lot 159 and 160	Ever other Lot
7	Restriction as to User	148 & 149	Singleton Council

Part 1A

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities :
1	Right of Access Variable Width (within Ellsmere Ave) DP 1110275	144/1120515	Singleton Council

ePlan
DP1124114
(Sheet 2 of 4 Sheets)

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 referred to in the plan:

The Registered Proprietor of the lots burdened shall at all times:

- a) Maintain the landscape area and not undertake any activity within the area of the positive covenant that may damage or destroy any part of that vegetation screen.
- b) Not undertake any activity other than carparking and or signage provided that these activities allow for no more than 25% of the area of the positive covenant and are subject to Council approval. No carparking can be constructed in the area of the positive covenant within 5 metres of the boundary abutting the New England Highway.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 referred to in the plan:

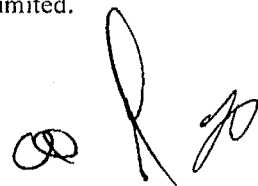
The Authority benefited agrees that the use of the Right of Access, terms as set out in the Act, will be abandoned and the Easement will be released upon the servient tenement becoming a public dedicated road constructed at no cost to the Authority benefited.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 referred to in the plan:

- (a) No landscaping or vegetation is permitted in the area designated on the plan unless that landscaping or vegetation complies with the New South Wales Rural Fire Services guidelines in respect to Asset Protection Zones.
- (b) No building or structure is permitted within the area designated on the plan unless that building or structure is constructed of non-combustible materials and meets the requirement of the New South Wales Rural Fire Services guidelines with respect to building standards within an Asset Protection Zone.

Terms of easement, profit of prendre, restriction, or positive covenant numbered 6 referred to in the plan.

- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Rix's Creek Pty Limited without the consent of Rix's Creek Pty Limited which consent will not be unreasonably withheld if such fence is erected without expense to Rix's Creek Pty Limited and provided that this restriction shall remain in force only during such period as Rix's Creek Pty Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.
- (b) No building will be erected or permitted to remain erected on any Lot burdened with external walls:
 - (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted; or
 - (ii) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted and constructed of new materials;without the prior written consent of Rix's Creek Pty Limited.



ePlan

DP1124114

(Sheet 3 of 4 Sheets)

Terms of easement, profit of prendre, restriction, or positive covenant numbered 7 referred to in the plan.

Direct access from the lot burdened to/from the New England Highway is prohibited.

Name of person/authority empowered to release, vary or modify restriction or positive covenant numbered 6 in the plan.

Rix's Creek Pty Ltd and if Rix's Creek Pty Ltd no longer exists or is not the Registered Proprietor of any of the land comprised in the Plan of Subdivision then the person or persons for the time being registered as the proprietor of the Land in the Plan of Subdivision having the benefit of or having common boundaries with the land requesting such release or variation of the restriction.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **St George Bank Limited (ACN 055 513 070)**

Authority: Section 127(1) of the Corporations Act 2001

Signature of
authorised person:

Signature of
authorised person:

Name of
authorised person:

Name of
authorised person:

Office held: Director

Office held: Director

ATTORNEY
Print Name: DAVID NAM
Position Held: SENIOR MANAGER PROPERTY

ATTORNEY
Print Name: Gary Miller
Position Held: Relationship Manager

WITNESS
Print Name: CHARLES LATANE
Address: NICHOLS

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

[Handwritten signature]

ePlan
(Sheet 4 of 4 Sheets)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

DP1124114

Corporation: Rix's Creek Pty Ltd (ACN 003 824 244)

Authority: Section 127(1) of the Corporations Act 2001

Signature of
authorised person:

William Cant

Signature of
authorised person:

Paul Taylor

Name of
authorised person: William Cant

Name of
authorised person: ~~John Richards~~ PAUL TAYLOR

Office held:

Director

Office held:

Secretary

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below

Signature of
Witness:

Michelle Windebank

Signature of
authorised officer:

Mark Ihlen

Name of witness:

Michelle Windebank

Authorised
officer's name:

Mark Ihlen

Address of Witness:

*PO Box 314
Singleton NSW 2330*

Authority of
officer:

Manager Planning & Development.

Signing
on behalf of: Singleton Shire Council

REGISTERED



17/9/2008



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2018

ANDREW VILE
PO BOX 57
NORTH MAITLAND NSW 2321

Applicants Reference
AV:BP

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 4433
DATE OF CERTIFICATE: 19/04/2021

PROPERTY DETAILS

ADDRESS: 26 Magpie Street MCDOUGALLS HILL NSW
2330
TITLE: Lot: 114 DP: 1110275
PARCEL NO.: 24462

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

1. Name of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land:**

Local Environmental Plan

Singleton Local Environmental Plan 2013

State Environmental Planning Policies

State Environmental Planning Policy No 21 – Caravan Parks

State Environmental Planning Policy No 33 – Hazardous and Offensive Development

State Environmental Planning Policy No 36 – Manufactured Homes Estates

State Environmental Planning Policy No 50 – Canal Estate Development

State Environmental Planning Policy No 55 – Remediation of Land

State Environmental Planning Policy No 64 – Advertising and Signage

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishment and Child Care Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (State and Regional Development) 2011

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

State Environmental Planning Policy (Concurrences and Consents) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Koala Habitat Protection) 2021

State Environmental Planning Policy (Aboriginal Land) 2019



NOTE: Some SEPPs only apply to particular development and some may or may not apply due to site specific or development specific considerations.

- (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).

Proposed Local Environmental Plans

Draft Local Environmental Plan 2013 (Amendment No. 1/2016) Pokolbin Vineyards District Planning Proposal

Draft Local Environmental Plan 2013 (Amendment No. 1/2017) Bulga Deferred Matter Area

Draft Local Environmental Plan 2013 (Amendment No. 2/2018) Flood Mapping

Proposed State Environmental Planning Policies

Proposed State Environmental Planning Policy (Environment)

Proposed State Environmental Planning Policy (Housing Diversity)

Proposed State Environmental Planning Policy (Design and Place)

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Singleton Development Control Plan 2014

Huntlee Development Control Plan 2013

2. Zoning and land use under relevant LEPs

Singleton Local Environmental Plan 2013

a) The identity of the zone:

The land is zoned B5 Business Development under the provisions of Part 2 in the Singleton Local Environmental Plan 2013.

b) Item 2 - The purposes for which development may be carried out within the zone without the need for development consent:

Nil

c) Item 3 - The purposes for which development may not be carried out in the zone except with development consent:

Centre-based child care facilities; Garden centres; Hardware and building supplies; Kiosks; Landscaping material supplies; Office premises; Oyster aquaculture;



Passenger transport facilities; Plant nurseries; Respite day care centres; Roads; Rural supplies; Specialised retail premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

d) Item 4 - The purposes for which development is prohibited in the zone:

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations; Home occupations (sex services); Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Recreation facilities (major); Registered clubs; Residential accommodation; Resource recovery facilities; Rural industries; Tourist and visitor accommodation; Truck depots; Waste disposal facilities; Wharf or boating facilities

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

No development standard applies to the land.

f) Whether the land includes or comprises Critical habitat

Council does not possess comprehensive mapping of critical habitats within the Singleton Local Government Area (LGA). The Director-General of the NSW Department of Environment and Climate Change has not served a copy of a map of critical habitat on Council identifying that the land includes or comprises critical habitat.

g) Whether the land is in a Conservation area

The land is not identified in Schedule 5 of the Singleton Local Environmental Plan 2013 and on the Heritage Map as being within the Singleton/Jerrys Plains Heritage Conservation Area.

h) Whether an item of Environmental Heritage is situated on the land

The land is not identified in the Singleton Local Environmental Plan 2013 as containing an item of environmental heritage.

3. Complying Development

Complying development may or may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated



under the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Under the provisions of the Housing Code, complying development MAY NOT be carried out on the land.

Rural housing code

Under the provisions of the Rural Housing Code, complying development MAY NOT be carried out on the land.

Housing Alterations Code

Under the provisions of the Housing Alterations Code, complying development MAY be carried out on the land.

General Development Code

Under the provisions of the General Development Code, complying development MAY be carried out on the land.

Commercial and Industrial Alterations Code

Under the provisions of the Commercial and Industrial Alterations Code, complying development MAY be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Under the provisions of the Commercial and Industrial (New Buildings and Additions) Code, complying development MAY be carried out on the land.

Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code MAY be carried out on any part of the land.

Subdivisions Code

Under the provisions of the Subdivisions Code, complying development MAY be carried out on the land.

Demolition Code

Under the provisions of the Demolition Code, complying development MAY be carried out on the land.

Fire Safety



Under the provisions of the Fire Safety Code, complying development MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code MAY NOT be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

Inland Housing Code

Complying Development under the Inland Housing Code MAY be carried out on the land.

Note: If the land is a lot to which the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008) applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.

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

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not a 'coastal council'.

5. Mine subsidence

Whether or not the land is proclaimed to be a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

No

6. Road widening and road alignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Maritime Services may have road widening proposals

No



7. Council and other public authority hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

That restricts the development of the land because of the likelihood of:

Landslip

No

Bushfire

Yes

Tidal inundation

No

Subsidence

No

Acid Sulfate Soils

No

Any other risk (other than flooding)

No

7A. Flood related development controls information

- (1) Whether or not development on the 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 the land or part of the land for any other purpose 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*.

The information provided in Item 7A is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not or may not be subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 (above) makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979*.

None of the land is identified on the Singleton Local Environmental Plan 2013 Land Reservation Acquisition Map.

9. Contributions plans

The following development contributions plans apply to the land:

Singleton Development Contributions Plan 2008

9A. Biodiversity certified land

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

No

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*.

10. Biodiversity stewardship sites

Is the land 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).

No

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*.

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, the Council has not been notified of the existence of a set aside area by the Local Land Services and there is no such area registered in the public register under the Local Land Services Act 2013.

11. Bush fire prone land

Is any of the land bush fire prone land (as defined in the *Environmental Planning and Assessment Act 1979*)?

Some/all of the land is identified as being bushfire prone land as defined by the Environmental Planning and Assessment Act 1979 on a bushfire prone land map for the area. The bushfire prone land map for the area is available for inspection during Councils normal office hours.

12. Property vegetation plans

If the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

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 the 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 does not have effect?

No (to the extent that Council has not been notified of the existence of such a direction).



15. Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- (a) Whether or not Council is aware of a current site compatibility certificate (seniors housing), in respect of the proposed development on the land.

No

- (b) Whether or not 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 October 2007 in respect of the land.

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

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

Council has not been made aware of any valid site compatibility certificate (infrastructure) or site compatibility (schools or TAFE establishments) in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (a) Whether there a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land?

Council has not been made aware of any valid site compatibility certificate (affordable rental housing), in respect of proposed development on the land.

- (b) Whether or not any terms of a kind referred to in clause 17(1) or 33(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application granted after October 2007 in respect of the land.

No

18. Paper subdivision Information

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

Nil



- 2) The date of any subdivision order that applies to the land.

Nil

Note: words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

Whether there is a current Site Verification Certificate, of which the council is aware, in respect to the land.

No

20. Loose fill asbestos insulation

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

No.

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No

- (2) A statement of:

- (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.

No

- (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.

No

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



No

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

No

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

No

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

No

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

No



Additional information pursuant to Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*

Pursuant to section 10.7(5), Council may provide advice on such other relevant matters affecting the land of which it may be aware. This advice generally relates to matters about which prospective purchasers of the land may otherwise be unaware. Such advice has not been provided as part of this certificate because it has not been requested and/or the associated fee paid. Council does not consider the certificate to be fully complete without the additional advice.

The additional advice normally pertains to the following matters as applicable:

- **Army Activities**
- **Flood Liable Land**
- **Singleton Waste Disposal Depot Landfill/Waste dump impacts**
- **Mining Activities**
- **Drinking Water Catchment**
- **Riparian Lands and Watercourses**
- **Grasslands Provisions**
- **Viticulture Buffer area**
- **Poultry Farming Buffer area**
- **Potential Contaminated Land**
- **Development Applications Determined in the last five years**

State Significant Development

Singleton Local Government Area has many State Significant Developments, one or more of which may apply to this property. Council suggests a search of the Department of Planning State Significant Development site <https://www.planningportal.nsw.gov.au/major-projects/assessment/state-significant-development> to determine if any of the developments may have an impact on this property.

For further information, please contact Council's Development Assessment unit, within the Planning & Infrastructure directorate on 02 6578 7290.

Issued by Sarah Hyatt
Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council



IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 for the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
 - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 - 16.4 The legal title to the *property* does not pass before completion.
 - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
 - **Purchaser**
 - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 - 16.7.2 any other amount payable by the purchaser under this contract.
 - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
 - 16.10 On completion the deposit belongs to the vendor.
 - **Place for completion**
 - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 - 17.2 The vendor does not have to give vacant possession if –
 - 17.2.1 this contract says that the sale is subject to existing tenancies; and
 - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 - 18.2 The purchaser must not before completion –
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 - 18.3 The purchaser must until completion –
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
 - 19.1.1 only by *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 email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
 - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
 - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 --
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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