

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	STONE REAL ESTATE TUMBI UMBI AND BERKELEY VALE 1B/31 Wyong Road TUMBI UMBI NSW 2261 Email: vakintetik@stonerealestate.com.au	phone 02 4388 8888 fax ref
co-agent	Not Applicable	phone fax ref
vendor	LYNETTE MARY RANKIN 99 Wyong Road, Berkeley Vale	
vendor's solicitor	AFFORDABLE CONVEYANCING SERVICES Suite 1, 13 Thompson Street, Long Jetty NSW 2261 PO Box 6089, Long Jetty NSW 2261 email: LindonDrake@drakegroup.com.au	phone 02 4333 5313 fax ref THD/LJD/111478-1
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	99 WYONG ROAD, BERKELEY VALE NSW 2261 Registered Plan: Lot 43 in Deposited Plan 216487 Folio Identifier 43/216487	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email: phone fax ref
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>
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<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>												
<p>_____ Office held</p>	<p>_____ Office held</p>												

Choices

Vendor agrees to accept a **deposit bond** NO yes

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input checked="" type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input checked="" type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7* days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

99 Wyong Road, Berkeley Vale

**ANNEXURE A TO CONTRACT FOR SALE OF LAND
2022 Edition**

VENDOR: Lynette Mary Rankin
PURCHASER:
PROPERTY: 99 Wyong Road, Berkeley Vale

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33. INTERPRETATION

33.1 DEFINITIONS

In this contract, a term has the meaning given to it in the Standard Form, and:

Contract Particulars means the information schedule at the front of this Contract which forms part of the Standard form, which has been completed to include details about the sale of the Property.

Contamination means the presence in, or under land of a substance (whether a solid, liquid or gas) at a concentration above the concentration at which the substance is normally present on, in or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or to any other aspect of the environment. For the purpose of this definition a substance may present a risk of harm either on its own or by reason of the presence of or interaction with another substance or aspect of the environment, structure or other matter.

Date of this Contract means the date of this Contract as inserted in the Contract Particulars.

Date for Completion means the date which is 42 days after the contract date as indicated in the Contract Particulars unless another number of days or Date for Completion is specified in the Contract Particulars.

Environment has the meaning given in the *Protection of the Environment Operations Act 1997* (NSW).

Environmental Liability means any Liability under an Environmental Protection Law.

Environmental Protection Law means any law relating to Contamination, pollution hazardous materials, chemicals, waste, use of land, protection or safety of the Environment or health and safety matters.

Guarantor means all the directors of the Purchaser.

Insolvency Event means, in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigned any of the persons property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is

appointed to the person or the person enters into a scheme of arrangement with the person's creditors or is wound up;

- (e) the holder of a security interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) a judgement or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgement or order is not satisfied, quashed or stayed within 20 business days after being made;
- (g) any step is taken to do anything listed in the above paragraphs; and
- (h) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Land means the parcel of land as sold under this Contract, as identified in the Contract Particulars.

Law includes:

- (a) any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgement, order, decree or other requirement of any Government Authority.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Privacy Laws means the *Privacy Act 1988* (Cth) and any mandatory guidelines.

Property means the Land and all improvements, fixtures and inclusions on the Land identified in the Contract Particulars, (if any), but does not include any item that is identified in the Contract Particulars as being excluded from sale.

Purchase Price means a price to be paid for the Property as specified in the Contract Particulars.

Settlement means completion in accordance with this Contract.

Solicitor where appearing in the Contract Particulars of these Special Conditions, includes a legal representative or other party nominated as acting for the Purchaser.

Standard Form means the Contract for the sale and purchase of land 2022 edition including clauses 1-32, to which these additional clauses are attached.

Trust has the meaning given in clause 44.

33.2 **Defined Terms**

Despite clause 1 of the Standard Form, the terms defined in clause 1 and in bold in clause 33.1 are defined terms when used in this contract, whether or not they are italicised or capitalised.

33.3 **Words and Headings**

In this contract, unless express to the contrary:

- 33.3.1 words denoting the singular include the plural and vice versa;
- 33.3.2 the word 'includes' in any form is not a word of limitation;
- 33.3.3 where a word or phrase is defined, another part of speech and grammatical form of that word or phrase has a corresponding meaning;
- 33.3.4 headings and subheadings are for ease of reference only and do not affect the interpretation of this contract; and
- 33.3.5 no rule of construction applies to the disadvantage of the party preparing this contract on the basis that it prepared or put forward this contract or any part of it.

33.4 **Specific references**

In this contract, unless expressed to the contrary, a reference to:

- 33.4.1 a gender include all other genders;
- 33.4.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 33.4.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended,

- novated, substituted or supplemented at any time;
- 33.4.4 writing includes writing in digital form;
- 33.4.5 'this contract' is to this contract as amended from time to time;
- 33.4.6 a clause, schedule or attachment is a reference to a clause or attachment in or to this contract;
- 33.4.7 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or less or, licensee or licence or, trustee or beneficiary or otherwise;
- 33.4.8 a person includes a firm, partnership, joint venture, association, corporation or other body corporate; and
- 33.4.9 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee.

33.5 Severability

- 33.5.1 Any provision of this contract that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 33.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this contract that is unlawful or unenforceable will be severed from this contract and the remaining provisions continue in force and effect.

33.6 Inconsistency

If there is any inconsistency between the Standard Form and these additional clauses, these clauses shall prevail.

33.7 Applicable Legislation

The Property is sold subject to the provisions of the *Real Property Act 1900* (NSW).

34 AMENDMENTS TO STANDARD FORM

Amended Clause	Amendment Details
Clause 2	Clause 2.1: Insert after the word " <i>deposit</i> " in the first line the words " <i>or any other monies</i> ". Add additional clause 2.10 as follows: "2.10 <i>The deposit holder shall only be required to Invest the deposit if the parties supply to the deposit holder their tax file numbers.</i> "
Clause 3.1	Delete the clause and replace with: "3.1 <i>This clause applies if the Vendor has accepted a deposit-bond for the deposit (or part of it).</i> "
Clause 4	Add additional clause 4.8 (a) as follows: "4.8 (a) <i>The Purchaser cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the Vendor.</i> "
Clause 7.1.1	Substitute " <i>5% of the price</i> " with "\$5,000.00"
Clause 7.1.3	substituting " <i>7 days</i> " in place of " <i>14 days</i> ".
Clause 7.2.1	substituting " <i>10% of the price</i> " with "\$100.00"
Clause 7.2.4	Delete the words: " <i>and the costs of the Purchaser.</i> "
Clause 8.1.1	Delete the words: " <i>on reasonable grounds</i> "
Clause 8.1.2	Delete the words: " <i>and those grounds</i> "
Clause 10.1.9	Delete the word " <i>substance</i> " and replace it with:

Clause 10.1.9	"existence or substance" Delete the word "substance" and replace it with: "existence or substance"
Clause 15	Delete the clause.
Clause 19	Insert the following additional clause: "19.3 Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 is the remedy prescribed by that regulation."
Clause 20.6.4	Insert at the end of the clause: "provided however that the document served by post will be deemed received by the other party 2 business days after the date the document is sent by post."
Clause 20.6.5	Delete the clause and replace it with: "served if it is sent by email to the party's solicitor, but: (a) if it is received after 5 PM in the place it is received, then it is taken to be served at 9 AM on the next business day; and (b) if it is received on a day which is not a business day in the place it is received, then it is taken to be served at 9 AM on the next business day."

35 DEPOSIT

35.1 Amount of Deposit

Despite any other clause in this contract, the deposit is taken to be 10% of the Purchase Price.

35.2 Payment of Deposit

On or before the date of this contract, the Purchaser must pay the deposit to the deposit holder.

35.3 Release of Deposit

The Purchaser acknowledges and hereby authorises the deposit holder to release such amount of the deposit as is required by the Vendor for the use as deposit by the Vendor on the purchase of any property in New South Wales, or for the payment of stamp duty in relation thereto, or the cost of removal from the property including but not limited to removal fees and payment of rental bond fees, subject to such payment being made accordingly. This Clause shall not prejudice the rights of the Purchaser in the event of this lawful rescission of the Contract and the Vendor shall refund to the Purchaser the whole of the deposit within one (1) month of such rescission.

35.4 Termination

Despite any other provisions of this Contract, if the deposit agreed to be paid or paid by the Purchaser is less than ten per cent (10%) of the price and the Vendor or Purchaser terminates or becomes entitled to terminate this contract, the Purchaser must immediately pay the balance of the deposit to the deposit holder.

35.5 Time is of the essence

Time is of the essence regarding the Purchaser's obligations under clause 35.

36 NOTICE TO COMPLETE

36.1 Completion

Settlement of this Contract must take place on the Date for Completion, at the time nominated by the Vendor.

36.2 Cost of Delay

If the Date for Completion is delayed because the Purchaser does not complete this Contract by the later of the Date for Completion, or the date the Vendor is ready, willing and able to complete,

the Purchaser must pay the Vendor's solicitor a fee of \$330.00 (inclusive of GST) to cover costs of the delay. The Purchaser agrees that this is a genuine pre-estimate of the Vendor's additional expenses, and is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment is made.

36.3 Issue of notice to complete

If completion does not occur under clause 36.1, a party who is not in default, and who is ready, willing and able to complete, may serve a notice to complete which:

- 36.3.1 requires the other party to complete:
 - (a) on a date that is at least 10 business days after the date the notice to complete was served; and
 - (b) at a time between 11 AM and 4 PM; and
- 36.3.2 makes time of the essence.

36.4 Reasonable period

The parties agree that 10 business days is a reasonable and proper period to specify in any notice to complete.

36.5 Cost of issuing notice to complete

Each time the Vendor serves a notice to complete under clause 36.3, the Purchaser must pay the Vendor's solicitor a fee of \$440 (inclusive of GST) for issuing that notice. The Purchaser agrees that this is a genuine pre-estimate of the Vendors additional expenses and is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment is made.

36.6 Preservation of rights

The party serving a notice to complete reserves the right to withdraw the notice and to issue further notices to complete.

37 DELAY INTEREST

37.1 Payment of interest

If Settlement does not occur on or before the Date for Completion, the Purchaser must pay interest to the Vendor on completion. That interest is calculated:

- 37.1.1 daily, and compounded on the last day of each calendar month;
- 37.1.2 at the rate of 2% above the annual rate prescribed under section 101 of the Civil Procedure Act 2005 (NSW);
- 37.1.3 on the balance of the purchase price payable under this contract;
and
- 37.1.4 for the period:
 - (a) commencing on the day after the Date for Completion;
and
 - (b) ending on the day before the actual day of completion.

37.2 Delay by vendor

Clause 37.1 does not apply to any period during which settlement has been delayed solely due to the fault of the Vendor.

37.3 Essential term

The Purchaser must not require the Vendor to complete this contract unless interest payable under this contract is paid to the Vendor on completion. It is an essential term of this contract that the interest due is paid on completion.

37.4 Pre-estimate of loss

Interest payable under clause 37 is a genuine pre-estimate of the Vendor's loss as a result of the

Purchaser's failure to complete on or before the Date for Completion.

37.5 No limit on other rights

The Vendors right to interest under clause 37 does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete this contract.

38 DISCLOSURES AND ACKNOWLEDGEMENTS

38.1 Purchasers acknowledgement on disclosures and documents

The Purchaser acknowledges that:

- 38.1.1 all matters disclosed or described in this contract (whether in this clause 38 or elsewhere) are specifically disclosed and clearly described; and
- 38.1.2 the Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this contract or referred to in this clause.

38.2 Purchaser relies on own enquiries

- 38.2.1 The Purchaser warrants that it is relying on its own enquiries in relation to the documents attached to this contract.
- 38.2.2 The Purchaser cannot make any Claim:
 - (a) because of any matter disclosed or described in clause 38 or elsewhere this contract; or
 - (b) because any document attached to this contract is incomplete or inaccurate.

39 ENCUMBRANCES

39.1 Discharge or withdrawal of existing encumbrance

If any certificate of title for the property at completion, has a notification in the Second Schedule of any mortgage or caveat (other than a caveat referred to in clause 39.2), then on completion the Purchaser must accept a discharge of mortgage or a withdrawal of caveat in registrable form, so far as it relates to the Property.

39.2 Purchaser's caveat

The Purchaser must complete despite any notation of a caveat in any certificate of title for the Property at completion, if that caveat was lodged by or for:

- 39.2.1 the Purchaser;
- 39.2.2 any assignee of the Purchaser's interest under this contract; or
- 39.2.3 any person claiming through or under the Purchaser.

39.3 Withdrawal of caveat

If a caveat is lodged pursuant to clause 39.2 on or after the Date of this Contract, and this Contract is rescinded or terminated, then the Purchaser must ensure the withdrawal of that caveat at its own expense within 5 business days after the date of that rescission or termination.

40 PURCHASER'S WARRANTIES AND ACKNOWLEDGEMENTS

40.1 Entire agreement

This contract contains the entire agreement between the parties relating to the sale of the Property, despite anything below that may have occurred before the date of this contract:

- 40.1.1 any negotiations or discussions;
- 40.1.2 any brochures, plans or other documents produced or signed; or
- 40.1.3 any website images made available.

40.2 No reliance by purchaser

The Purchaser represents and warrants that the Purchaser has not relied on, or been induced to enter into this contract by, any representation, warranty or other

conduct by or on behalf of the Vendor, except those expressly contained in:

- 40.2.1 this contract; or
- 40.2.2 Part 1, Schedule 2 of the *Conveyancing (Sale of Land) Regulation 2022* (NSW).

40.3 Purchaser's own enquiries

The Purchaser relies entirely on the Purchaser's own enquiries as to:

- 40.3.1 the fitness or suitability for any particular purpose of the Property;
- 40.3.2 the Purchaser's rights and obligations under this contract; and
- 40.3.3 any capital gain, financial return or income to be derived from the Property or any investment advice, even if the Purchaser has received from the Vendor or any person acting on the Vendor's behalf:
 - (a) any forecasts or feasibilities; or
 - (b) any information in connection with the purchase of the Property as an investment or otherwise.

40.4 Condition and claims

The Purchaser:

- 40.4.1 accepts the Property in its condition (including its environmental condition) and state of repair, together with all latent and patent defects, at the date of this contract and at completion;
- 40.4.2 (without limiting clause 40.4.1) accepts the Property subject to any Contamination of or from, and any Environmental liability affecting, the Property, either before or after completion;
- 40.4.3 takes subject to the following (unless s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW) provide otherwise):
 - (a) any encroachment by or upon the Property;
 - (b) any improvements on the Property that do not comply with the *Local Government Act 1993* (NSW);
 - (c) any proof or surface water drainage connected to the sewer; and
 - (d) any services in connection with the Property, the lack of rights or easements for the services, or any defects in or the lack of any services; and
- 40.4.4 cannot make any Claim because of any matter referred to in clause 40.

40.5 Requisitions

- 40.5.1 For the purpose of clause 5, the Purchaser is taken to have served the requisitions and replies in **Annexure B** on the date of this contract. Subject to clause 5.2 the Purchaser must not serve any requisitions other than the requisitions in **Annexure B**.
- 40.5.2 Nothing in Special Condition 40.5.1 prevents the Vendor from amending the replies in **Annexure B** prior to the Settlement Date.

40.6 Vendor's agent

- 40.6.1 The Purchaser warrants that it has not been introduced to the Property through or by any agent other than the Vendor's agent

- 40.6.2 all (if any) referred to in the front page of this contract.
The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the sale of the Property caused by a breach of this warranty.

40.7 Credit Code

The Purchaser warrants that:

- (a) the Purchaser does not require credit in order to pay for the Property, or;
- (b) if the Purchaser requires credit in order to pay for the Property, the Purchaser has obtained such credit on reasonable terms prior to the date of this Contract.
- (c) the Purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the settlement date.

40.8 Reliance on warranties

The Purchaser acknowledges that in entering into this contract, the Vendor has relied on the statements made by the Purchaser in clause 40.

41 PERSONAL INFORMATION

41.1 Privacy Laws

The Vendor must comply with applicable Privacy Laws.

41.2 Use or disclosure of Personal Information

Each Purchaser who is an individual, or who provides Personal information in connection with this contract, acknowledges and agrees that:

- 41.2.1 the Vendor has collected or may collect Personal Information in connection with this contract; and
- 41.2.2 the Vendor may use and disclose the Personal Information for the purpose of performing this contract, including for disclosure to third parties including:
 - (a) the Vendor's financiers, advisers and related entities; and
 - (b) Government Authorities.

41.3 Consent

Each party providing Personal Information in connection with this contract consents to the collection, use and disclosure of the Personal Information in accordance with this contract and the Vendor's privacy policy.

41.4 Accuracy of Personal Information

Each party providing Personal Information warrants that the Personal Information provided to the Vendor is accurate and complete as at the date the Personal Information was provided.

42 INSOLVENCY OR INCAPACITY

42.1 Insolvency

If an Insolvency Event occurs in respect of the Purchaser or Vendor (or any one of them if there is more than one Purchaser or Vendor), then the Purchaser or Vendor may terminate this contract by serving a notice and the provisions of clause 19 will apply.

42.2 Incapacity

If the Purchaser or Vendor (or any one of them if there is more than one Purchaser or Vendor) is an individual and dies, or become mentally ill or incapable of managing the Purchaser's or Vendor's own affairs, then the Vendor may rescind this contract.

43 AMENDMENTS TO CONTRACT

The parties agree that the Solicitor or other legal representative acting on their behalf have the authority to make amendments to this contract on behalf of the party they represent pursuant to instructions of that party, subject to the written agreement of the other party or their Solicitor or other legal representative.

44 TRUSTEE PURCHASER

44.1 Application of trustee clause

This clause 44 applies if the Purchaser enters into this contract as trustee of any trust (Trust), whether or not the Vendor has notice of the Trust.

44.2 Contract binding

The Purchaser acknowledges that it is bound under this contract both personally and in its capacity as trustee of the Trust.

44.3 Trustee's warranties

The Purchaser warrants that, on the date of this contract and on completion:

- 44.3.1 **(only trustee)** it is the only trustee of the Trust, and that the Trust is validly created and is in existence;
- 44.3.2 **(no removal)** it is not aware of any action to remove it as trustee of the Trust, and it undertakes not to take any action to resign as trustee before completion;
- 44.3.3 **(power and capacity)** it has:
 - (a) power under the trust deed of the Trust to enter into and observe its obligations under this contract;
 - (b) entered into this contract in its capacity as trustee of the Trust; and
 - (c) formed the view that it is prudent to enter into this contract;
- 44.3.4 **(authorisations)** it has in full force and effect the authorisations necessary to enter into this contract, perform obligations under this contract and allow this contract to be enforced;
- 44.3.5 **(no default)** it is not in material default under the trust deed of the Trust and is not aware of any action proposed to terminate the Trust;
- 44.3.6 **(benefit)** the entry into and the performance of this contract is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained; and
- 44.3.7 **(trust indemnity)** it has a right to be indemnified fully out of the trust assets in respect of all obligations and liabilities incurred by it under this contract.

44.4 Trustee's undertakings

The Purchaser must:

- 44.4.1 **(terms of Trust)** fully disclose to the Vendor the terms of the Trust, if the Vendor requests; and
- 44.4.2 **(no adverse event)** ensure that, between the date of this contract and completion, no event relating to the Trust occurs that will adversely affect the Purchasers ability to perform its obligations under this contract.

45 GUARANTEE OF CORPORATE PURCHASER

- 45.1 If the Purchaser is a company (other than a company listed on an Australian Stock Exchange) the Purchaser must deliver to the Vendor by the Date of this Contract, a guarantee of the Purchasers obligations under this Contract by the

Guarantor unless otherwise agreed to by the Vendor. The guarantee must be in the form attached to this contract as **Annexure C** and for the purposes of this Special Condition such attachment must be executed by the Guarantors.

45.2 If the Purchaser fails to deliver a guarantee as requested under Special Condition 45.1, the Vendor can terminate this Contract at any time up to the earlier of:

- (i) the date on which the Purchaser provides a guarantee required by Special Condition 45.1; and
- (ii) Settlement.

46 ERRORS ON COMPLETION

The parties agree that if it is determined after completion of the contract that on completion, any adjustment made (or allowed to be made) under this contract was incorrectly allowed, omitted or calculated incorrectly, then either party upon being notified of the omission or error must within 7 days of so being notified pay the party so requesting the amount that was incorrectly adjusted or paid in error or would have been payable but for the omission or incorrect calculation or allowance. This clause shall not merge on completion.

47 GOVERNING LAW AND SERVICE OF PROCESS

47.1 Governing law

This contract is governed by the law applying in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

47.2 Service of process

Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to that party at that party's solicitor's address.

48 RIGHTS CUMULATIVE

The rights and remedies conferred on a party by this Contract are in addition to all other rights and remedies of that party.

49 NO MERGER

The provisions of this Contract do not merge on completion.

ANNEXURE B-Requisitions on Title-

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

POSSESSION AND TENANCIES	ANSWERS
1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.	Noted
2. Is anyone in adverse possession of the property or any part of it?	No
3. (a) What are the nature and provisions of any tenancy or occupancy? (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment. (c) Please specify any existing breaches. (d) All rent should be paid up to or beyond the date of completion. (e) Please provide details of any bond together with the Rental Bond Board's reference number. (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion. (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing. (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.	(a-h) Does not apply.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the <i>Residential Tenancies Act 2010</i> (NSW))? If so, please provide details.	Does not apply.
5. If the tenancy is subject to the <i>Residential Tenancies Act 2010</i> (NSW): (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order? (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.	(a-b) Does not apply.

TITLE

6. Subject to the contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations.	Noted.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.	Noted.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so,	Not that the Vendor is aware.

full details should be provided at least 14 days prior to completion.	
9. When and where may the title documents be inspected?	Not Applicable
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the <i>Personal Properties Securities Act 2009 (Cth)</i> ? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.	No.

ADJUSTMENTS

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.	Noted.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so: (a) To what year has a return been made? (b) What is the taxable value of the property for land tax purposes for the current year?	No .
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the <i>Land Tax Management Act 1956 (NSW)</i>) at least 14 days before completion. In IDM: If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.	Noted

SURVEY AND BUILDING

14. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.	Noted.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on settlement.	No.

<p>16</p> <p>(a) Have the provisions of the <i>Local Government Act 1993 (NSW)</i>, the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> and their regulations been complied with?</p> <p>(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?</p> <p>(c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.</p> <p>(d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.</p> <p>(e) In respect of any residential building work carried out in the last 7 years:</p> <p>(i) please identify the building work carried out;</p> <p>(ii) when was the building work completed?</p> <p>(iii) please state the builder's name and licence number;</p> <p>(iv) please provide details of insurance or any alternative indemnity product under the <i>Home Building Act 1989 (NSW)</i>.</p> <p>(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the <i>Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 (NSW)</i> or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.</p>	<p>(a) Yes, so far as the Vendor is aware.</p> <p>(b) Not that the Vendor is aware.</p> <p>(c) No.</p> <p>(d) No.</p> <p>(e) Does not apply.</p>
<p>17. (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the council or any other authority concerning any development on the property?</p> <p>(b) Is there any planning agreement or other arrangement referred to in s 7.4 of the <i>Environmental Planning and Assessment Act 1979 (NSW)</i>, (registered or unregistered) affecting the Property? If so, please provide details and indicate if there are any proposals for amendment or revocation.</p>	<p>Not to the Vendor's knowledge. Cannot speak for predecessors in title.</p>
<p>18. If a swimming pool is included in the property:</p> <p>(c) did its installation or construction commence before or after 1 August 1990?</p> <p>(d) has the swimming pool been installed or constructed in accordance with approvals under the <i>Local Government Act 1919 (NSW)</i> and <i>Local Government Act 1993 (NSW)</i>?</p> <p>(e) does it comply with the provisions of the <i>Swimming Pools Act 1992 (NSW)</i> and regulations relating to access? If not, please provide details or the exemptions claimed;</p>	<p>Does not apply.</p>

<p>(f) have any notices or orders issued or been threatened under the <i>Swimming Pools Act 1992 (NSW)</i> or regulations?</p> <p>(g) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;</p> <p>(h) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.</p>	
<p>19. (a) To whom do the boundary fences belong?</p> <p>(b) Are there any party walls?</p> <p>(c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.</p> <p>(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?</p> <p>(e) Has the vendor received any notice, claim or proceedings under the <i>Dividing Fences Act 1991 (NSW)</i> or the <i>Encroachment of Buildings Act 1922 (NSW)</i>?</p>	<p>(a) Presumed to belong to the Vendor jointly with adjoining owners.</p> <p>(b) No.</p> <p>(c) Does not apply.</p> <p>(d) No.</p> <p>(e) No.</p>

AFFECTATIONS

<p>20. (f) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:</p> <p>(i) whether there are any existing breaches by any party to it;</p> <p>(ii) whether there are any matters in dispute; and</p> <p>(iii) whether the licensor holds any deposit, bond or guarantee.</p> <p>(g) In relation to such licence:</p> <p>(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;</p> <p>(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.</p>	<p>No</p>
<p>21. Is the vendor aware of;</p> <p>(a) Any road, drain, sewer or storm water channel which intersects or runs through the land?</p> <p>(b) Any dedication to or use by the public of any right of way or other easement over any part of the land?</p> <p>(c) Any latent defects in the property?</p>	<p>(a) The Vendor relies on the Contract and the Purchasers should rely on their own enquiries.</p> <p>(b-c) No but the Purchasers should rely on their own enquiries.</p>
<p>22. Has the vendor any notice of knowledge that the property is affected by the following:</p> <p>(h) any resumption or acquisition or proposed resumption or acquisition?</p> <p>(i) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.</p> <p>(j) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?</p>	<p>(a-f) No but the Purchasers should rely on their own enquiries.</p>

<p>(k) any sum due to any local or public authority? If so, it must be paid prior to completion.</p> <p>(l) any realignment or proposed realignment of any road adjoining the Property?</p> <p>(m) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?</p>	
<p>22A. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?</p>	<p>The Vendors rely on the Contract and the Purchasers should rely on their own enquiries.</p>
<p>23. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?</p> <p>(b) If so, do any of the connections for such services pass through any adjoining land?</p> <p>(c) Do any service connections for any other property pass through the property?</p>	<p>(a) The Vendors rely on the Contract and the Purchasers should rely on their own enquiries.</p> <p>(b-c) The Vendors rely on the Contract and the Purchasers should rely on their own enquiries.</p>
<p>24. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?</p>	<p>No</p>

CAPACITY

<p>25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.</p>	<p>Noted</p>
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REQUISITIONS AND TRANSFER

<p>26. If not attached to the Contract and the transaction is not an excluded transaction, any <i>clearance certificate</i> under Section 14-220 of Schedule 1 of the <i>Taxation Administration Act 1953 (Cth)</i> should be served on the purchaser at least 7 days prior to completion.</p>	<p>Noted</p>
<p>27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any GSTRW payment.</p>	<p>Noted</p>
<p>28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.</p>	<p>Noted</p>
<p>30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.</p>	<p>Requisitions must be made in accordance with the Contract.</p>
<p>31. The purchaser reserves the right to make further requisitions prior to completion.</p>	<p>This alleged right is not admitted.</p>
<p>32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.</p>	<p>The replies given herein are accurate to the best of the vendor's knowledge and belief. No liability is accepted for any change in circumstances after the date herein.</p>

OFF THE PLAN CONTRACT

<p>33. If the Contract is an off the plan contract:</p> <ul style="list-style-type: none">(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the <i>Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020</i> (NSW) in relation to the Property? If so, when was it made?(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the <i>Environmental Planning and Assessment Act 1979</i> (NSW) for all buildings or structures on the Property.	<ul style="list-style-type: none">(a) Not that the Vendor is aware.(b) Noted.(c) The Vendor relies on the contract.(d) Not that the Vendor is aware.(e) Noted.
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ANNEXURE C- Guarantee

GUARANTEE

Date: 20
We,
Of

("the Guarantors")

1. **IN CONSIDERATION** of the Vendor selling to the Purchaser at our request the Property for the price and upon the terms and conditions set out in the contract **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Vendor that if at any time default shall be made in the payment of the deposit or balance or interest or other moneys payable by the Purchaser to the Vendor under the contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, balance, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other moneys payable under the contract and all losses cost charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.
2. This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the contract or the performance or observance of any of the agreements obligations or conditions under the contract by a nomination under the contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

Executed as a Deed

SIGNED SEALED AND DELIVERED by)

The Guarantor in the presence of:)
Signature of the Guarantor

.....
Signature of witness Name of Guarantor

SIGNED SEALED AND DELIVERED by)

The Guarantor in the presence of:)
Signature of the Guarantor

.....
Signature of witness Name of Guarantor



FOLIO: 43/216487

SEARCH DATE	TIME	EDITION NO	DATE
15/3/2024	2:07 PM	9	18/2/2013

LAND

LOT 43 IN DEPOSITED PLAN 216487
AT BERKELEY VALE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP216487

FIRST SCHEDULE

LYNETTE MARY RANKIN (T AH558788)

SECOND SCHEDULE (3 NOTIFICATIONS)

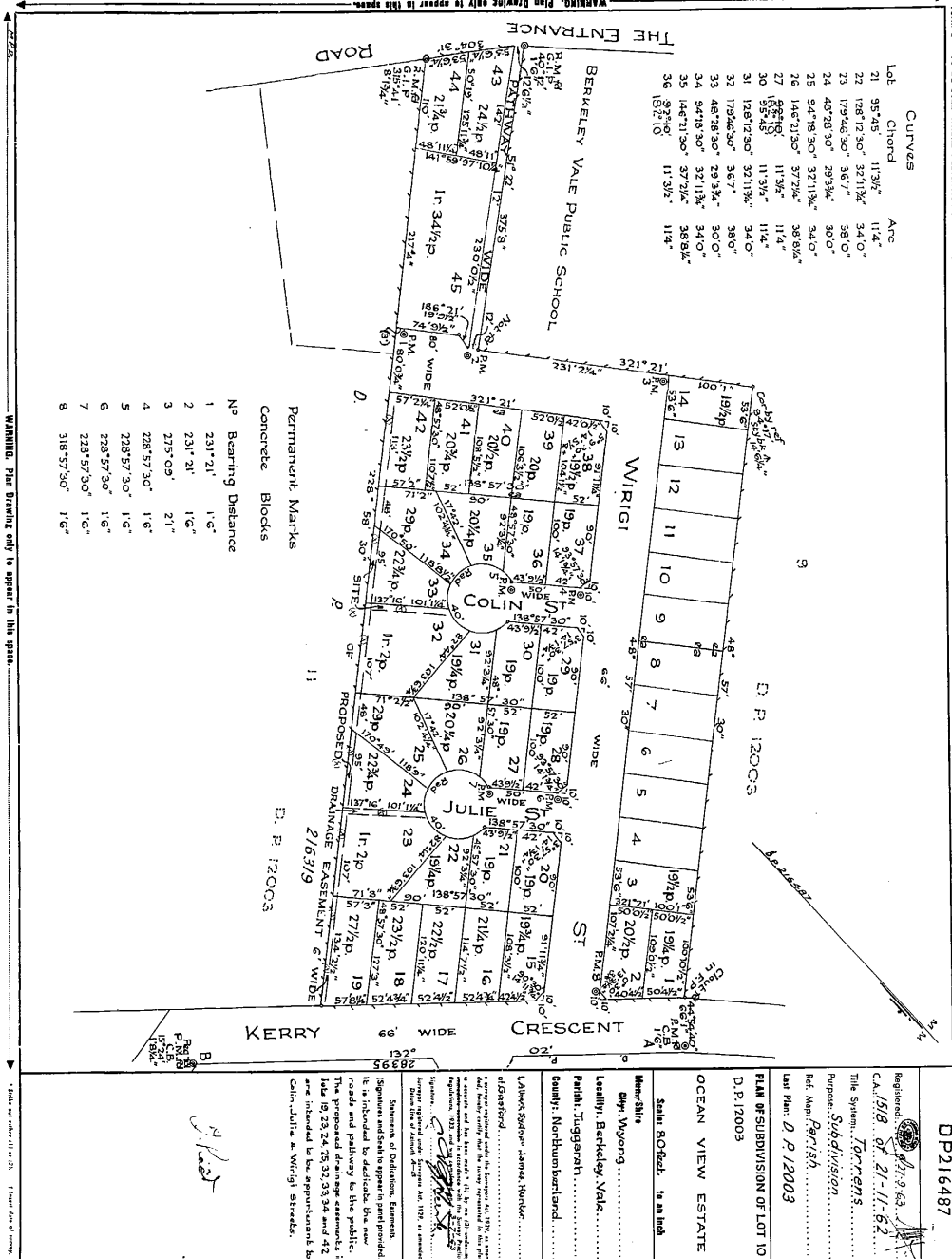
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A988990 COVENANT
- 3 LAND EXCLUDES MINERALS RESERVED BY THE CROWN GRANT OF 1.037 HA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Form 3 - TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



AGREEMENTS OF ADJOINERS NOTED ON PLAN
 IN REGISTERED GENERAL'S OFFICE

I, the Registrar-General, do hereby certify that the plan is a true and correct copy of the original plan as deposited in my custody this 21st day of April, 1977.

1

DP 216487

Registered: 1977-03-21
 C.A. 1978 of 21-11-67

Title System: **Townships**
 Purpose: **Subdivision**
 Ref. Map: **Perish**
 Last Plan: **D.P. 12003**

PLAN OF SUBDIVISION OF LOT 10
 D.P. 12003

OCEAN VIEW ESTATE

Scale: **As Shown** in an Inch

Man-Ship: **Wyoong**
 Parish: **Berkeley, Vale**
 Family: **Northumberland**

Latent/Secret: **James Hunter**

Statement of Dedication, Easements, Reserves and Seal to appear in plan provided. It is intended to dedicate the new road and pathway to the public. The proposed drainage easements in Lots 6, 23, 24, 25, 26, 27, 28 and 29 are intended to be appropriated to the City of Sydney.

Approved by Council: **Shelley**
 The Council that the Council of the Shire of Wyoong do hereby approve of the plan and the same as shown thereon.

Consent: **Shelley**
 Declaration No.: **21/14/72**

Consent: **Shelley**
 Declaration No.: **21/14/72**

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

OFFICE USE ONLY.

SIGNATURES AND SEALS ONLY.

FLEET INCHES	METERS
1	0.076
2	0.152
3	0.228
4	0.305
5	0.381
6	0.457
7	0.533
8	0.609
9	0.685
10	0.761
11	0.837
12	0.913
13	0.989
14	1.065
15	1.141
16	1.217
17	1.293
18	1.369
19	1.445
20	1.521
21	1.597
22	1.673
23	1.749
24	1.825
25	1.901
26	1.977
27	2.053
28	2.129
29	2.205
30	2.281
31	2.357
32	2.433
33	2.509
34	2.585
35	2.661
36	2.737
37	2.813
38	2.889
39	2.965
40	3.041
41	3.117
42	3.193
43	3.269
44	3.345
45	3.421
46	3.497
47	3.573
48	3.649
49	3.725
50	3.801
51	3.877
52	3.953
53	4.029
54	4.105
55	4.181
56	4.257
57	4.333
58	4.409
59	4.485
60	4.561
61	4.637
62	4.713
63	4.789
64	4.865
65	4.941
66	5.017
67	5.093
68	5.169
69	5.245
70	5.321
71	5.397
72	5.473
73	5.549
74	5.625
75	5.701
76	5.777
77	5.853
78	5.929
79	6.005
80	6.081
81	6.157
82	6.233
83	6.309
84	6.385
85	6.461
86	6.537
87	6.613
88	6.689
89	6.765
90	6.841
91	6.917
92	6.993
93	7.069
94	7.145
95	7.221
96	7.297
97	7.373
98	7.449
99	7.525
100	7.601

AC RD P

SEAL

DP 216487 CONTINUED

FLEET INCHES

METERS

110 3.379

111 3.455

112 3.531

113 3.607

114 3.683

115 3.759

116 3.835

117 3.911

118 3.987

119 4.063

120 4.139

121 4.215

122 4.291

123 4.367

124 4.443

125 4.519

126 4.595

127 4.671

128 4.747

129 4.823

130 4.899

131 4.975

132 5.051

133 5.127

134 5.203

135 5.279

136 5.355

137 5.431

138 5.507

139 5.583

140 5.659

141 5.735

142 5.811

143 5.887

144 5.963

145 6.039

146 6.115

147 6.191

148 6.267

149 6.343

150 6.419

151 6.495

152 6.571

153 6.647

154 6.723

155 6.799

156 6.875

157 6.951

158 7.027

159 7.103

160 7.179



A988990R



(REAL PROPERTY ACT, 1900.)

20 6 25 0

20 6 25 0

SOUTH-W

TOTAL £ 1.156
1.15

I, ELIZABETH HARGRAVES of Noraville

(Trusts must not be disclosed in the transfer.)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and fifty four pounds eleven shillings and sixpence. (£154/11/6 the receipt whereof is hereby acknowledged) paid to me by HORACE WATERS of Yarramalong

A 988990

(herein called transferee)

If two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the transferee ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Northumberland	Tuggerah	part being the whole of Lot 10 as shown on Deposited Plan No. 12003	3390 3492	166 46

And the transferee covenants with the transferrer that for the benefit of the adjoining land in the said Certificate of Title but only during the ownership thereof by the Vendor her executors administrators or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the said Transferrer her executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the said Transferrer her executors administrators and assigns and in favour of any person dealing with the said Transferrer or her assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol." Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. d Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

ENCUMBRANCES, &c., REFERRED TO:

h9

Signed at *Woodhoraville* the *16th* day of *June* 192*3*

'Signed in my presence by the transferrer

WHO IS PERSONALLY KNOWN TO ME

Elizabeth Hargrave
Transferrer.*

Grace Ablett

Signed

Notary Public

f If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2. g Repeat attestation if necessary.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Horace Waters
Transferee.

Just. Ch. Palmer J.P.

* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferrer or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

58896
 58896
 58896

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

Dated at this day of 192
 Signed in my presence by who is personally known to me.

Mortgagee.

A 988990

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at the day of 192
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

LODGED BY

Acres rods perches.
 Lot 10 DP 12003
 (Subject to Covenant)
 Situate Erina Municipality
 Parish Tuggerah County Northumberland
 Horace Waters Transferree.

Stamp: 10 Castlereagh St., Sydney

Particulars entered in Register Book, Vol. Fol.

2A. 3390 166
 3492 46
 the 11th day of October 1922
 at minutes 12 o'clock in the noon.
 A. A. A. Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

PROGRESS RECORD.

Sent to Survey Branch	11/9/22
Received from Records	14/9/22
Draft written	21/9/22
Draft examined	21/9/22
Diagram prepared	21/9/22
Diagram examined	21/9/22
Draft forwarded	21/9/22
Supt. of Engrossers	21/9/22
Cancellation Clerk	21/9/22

the parties be resident without the State, but in any other part of the British Dominions, instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident in any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office or the attesting witness may make a declaration of the due execution thereof before any such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

VOL. 3514 120 FOL.

Diagram Fees	
Additional Folios	



Affordable Conveyancing Services
PO Box 6089
LONG JETTY NSW 2261

SECTION 10.7(2) PLANNING CERTIFICATE

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

Fee Paid: \$67.00

Receipt No:

Receipt Date: 15 March 2024

Property Address: 99 Wyong Road, BERKELEY VALE NSW 2261

Property Description: Lot 43 DP 216487

Property Owner: Ms L M Rankin

Certificate No: 72381

Reference No: 111478-1 RANKIN:272883

Date of Issue: 19-Mar-2024

The information contained within this certificate relates to the land.



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259

Gosford Office: 91-99 Mann Street, Gosford

P 02 4306 7900 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

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

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
----------	---

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

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

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

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

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

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

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
----------	--

(a) Identity of the Zone

Lot 43 DP 216487

R2 Low Density Residential

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

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

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

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

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

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

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

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

No

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

No

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

None

3	CONTRIBUTION PLANS
----------	---------------------------

The land is subject to Southern Lakes District Development Contributions Plan.

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

4	COMPLYING DEVELOPMENT
----------	------------------------------

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

HOUSING CODE

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

RURAL HOUSING CODE

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

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

5	EXEMPT DEVELOPMENT
----------	---------------------------

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

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)
----------	--

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

No

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

No

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

No

In this section—

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

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

7	LAND RESERVED FOR ACQUISITION
----------	--------------------------------------

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
----------	---

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

The property is adjacent to a State Road under the control of Transport for NSW (TfNSW) and may be affected by an existing road widening scheme.

Any enquiries to TfNSW (Roads) formerly known as RMS regarding this matter should be lodged via the following portal <https://myrta.com/opis/index.jsp> or through the Central Register of Restrictions (CRR) via a conveyancer or agency.

9	FLOOD RELATED DEVELOPMENT CONTROLS
----------	---

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10

COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 5

In this section—

adopted policy means a policy adopted—

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

11

BUSH FIRE PRONE LAND

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

12

LOOSE-FILL ASBESTOS INSULATION

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

13

MINE SUBSIDENCE

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

14

PAPER SUBDIVISION INFORMATION

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

Nil

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

Not applicable

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

15	PROPERTY VEGETATION PLANS
-----------	----------------------------------

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

16	BIODIVERSITY STEWARDSHIP SITES
-----------	---------------------------------------

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

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

17	BIODIVERSITY CERTIFIED LAND
-----------	------------------------------------

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

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

18	ORDERS UNDER <i>TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</i>
-----------	---

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

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

19	ANNUAL CHARGES UNDER <i>LOCAL GOVERNMENT ACT 1993</i> FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS
-----------	---

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

In this section—

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

Note—

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

20	WESTERN SYDNEY AEROTROPOLIS
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No

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

No

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

No

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

No

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

No

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

Karen Hansen
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

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

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003
19 March 2024

Affordable Conveyancing Services
PO Box 6089
LONG JETTY NSW 2261

Dear Sir/Madam

Property: Lot 43 DP 216487
99 Wyong Road, BERKELEY VALE NSW 2261
Your Reference: 111478-1 RANKIN:272883

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "MW" followed by a horizontal line.

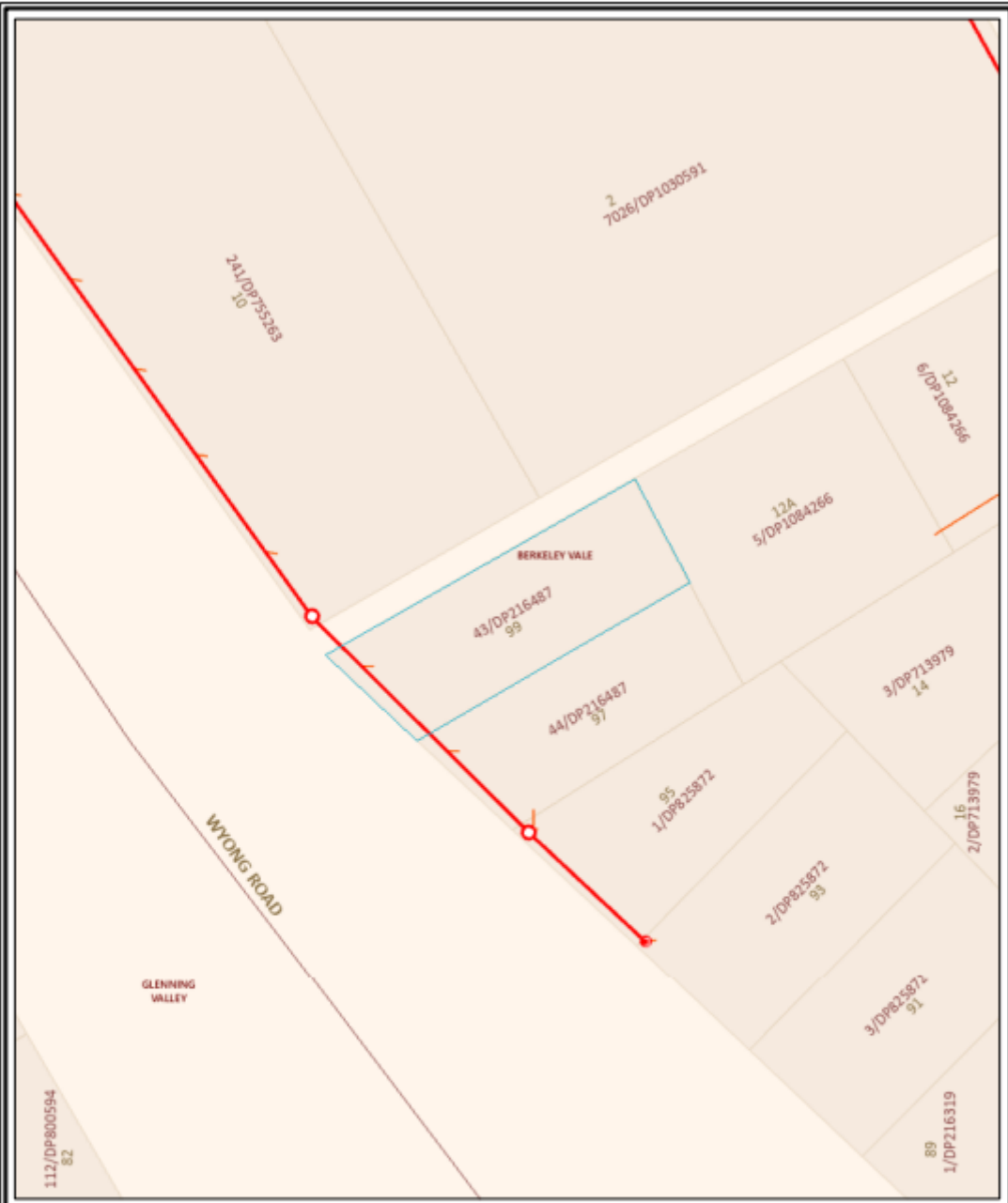
M Walsh
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900
Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003



Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained onsite by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

Base Cadastre is part of the Digital Cadastral Database supplied by the Land and Property Information (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before acting.



**Central Coast Council
Sewer Mains Diagram**
Not to Scale

Issue Date: 19/03/2024

Legend

- Access Chamber
- Dead End
- ▲ Lamphole
- Sewer Manhole
- Vacuum Pot
- ✱ Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Retention Main
- Trunk Main
- Retention Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicant's land



ABN 73 149 644 003

Your Ref: 111478-1 RANKIN:272883

20 March 2024

Affordable Conveyancing Services
PO Box 6089
LONG JETTY NSW 2261

Dear Sir/Madam

99 Wyong Road, BERKELEY VALE NSW 2261
Lot 43 DP 216487

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "M Walsh", with a horizontal line extending to the right.

M Walsh
Signed on Behalf of Central Coast Council

Attachment:




Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900

Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003

99 Wyong Road, BERKELEY VALE NSW 2261
 Lot 43 DP 216487

WYONG SHIRE COUNCIL




HOUSE DRAINAGE INSTALLATION PLAN

STARTING DOCKET NO.	48808
DATE	9/14/98
LICENSE NO.	3570

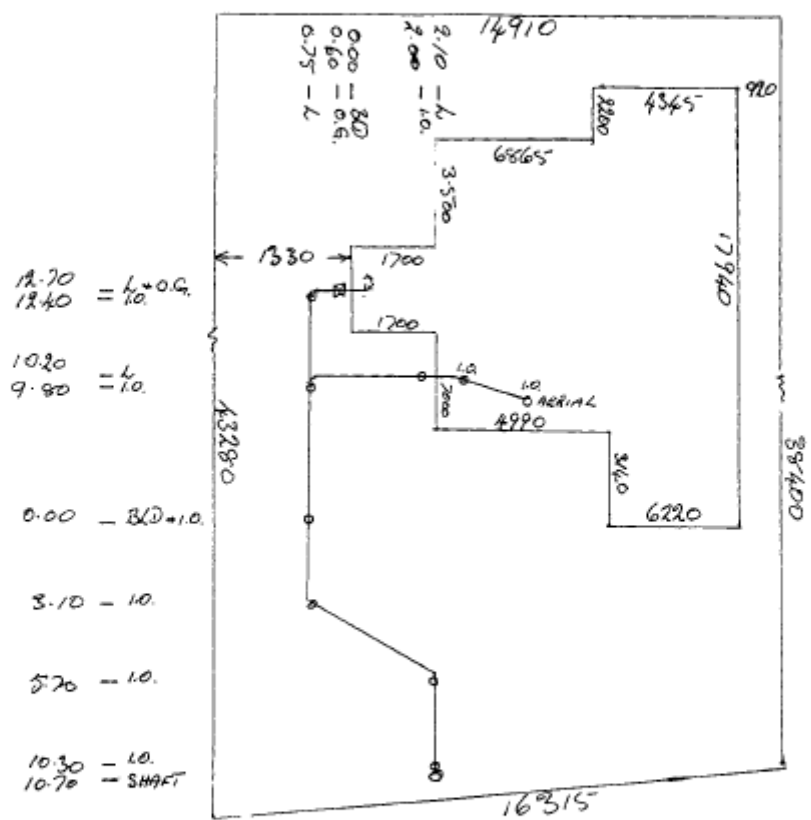
Licensee: (Please Print)

D.S. O'BRIEN

Signature:



HBD-60



ALL MEASUREMENTS TO BE TAKEN SQUARE OFF WALLS, WALL LINES ETC. SHOW ALL PIPE SIZES.

ABBREVIATIONS	
Line (of drain) L	Capped Junction CJ
Inspector Shaft IS	Cast Iron Pipe CIP
Interceptor Trap IT	Vitrified Clay VC
Induct Vent IW	UPVC Pipe PVC
Vent V	Copper Pipe CU
Overflow Gully OG	Galv Wrought Iron GWI
Stack Vent SV	Kitchen Sink 1
Waste Stack WS	Hand Basin 2
Inspector Chamber IC	Laundry Tub 3
Inspector Opening IO	Bath 4
Puller Valve RV	Water Closet 5
Junction J	Shower 7
Capped End CE	Floor waste 8

Receipt No.:

Owner: R.S. McDONALD

House No.: 99 Lot No.: 43 D.P.:

Street: WYONG RD


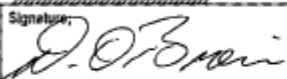
Suburb: BERKELEY VALE

OFFICE USE ONLY

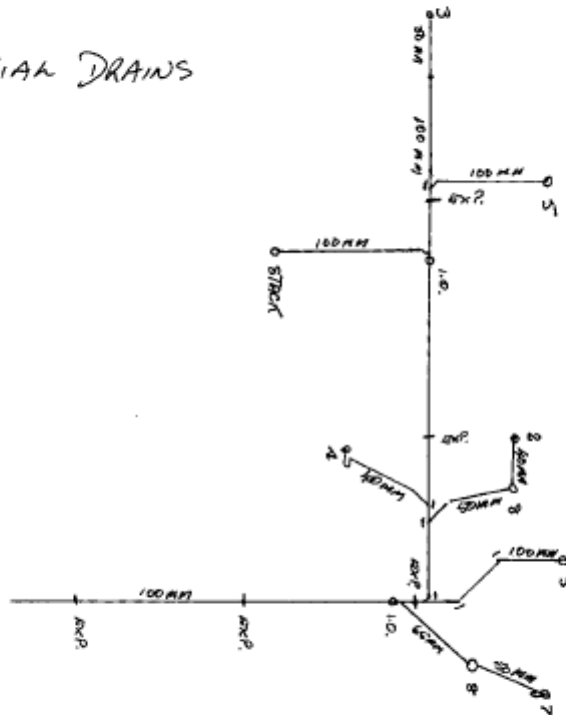
Inspector: [Signature]

Record Complete: 2.6.98

99 Wyong Road, BERKELEY VALE NSW 2261
 Lot 43 DP 216487

 WYONG SHIRE COUNCIL HOUSE DRAINAGE INSTALLATION PLAN		STARTING DOCKET NO. 48808
		DATE 9/14/98
		LICENSE NO. 3570
Licensee: (Please Print) D. S. O'BRIEN	Signature: 	HBD-60

AERIAL DRAINS



ALL MEASUREMENTS TO BE TAKEN SQUARE OFF WALLS, WALL LINES ETC. SHOW ALL PIPE SIZES.

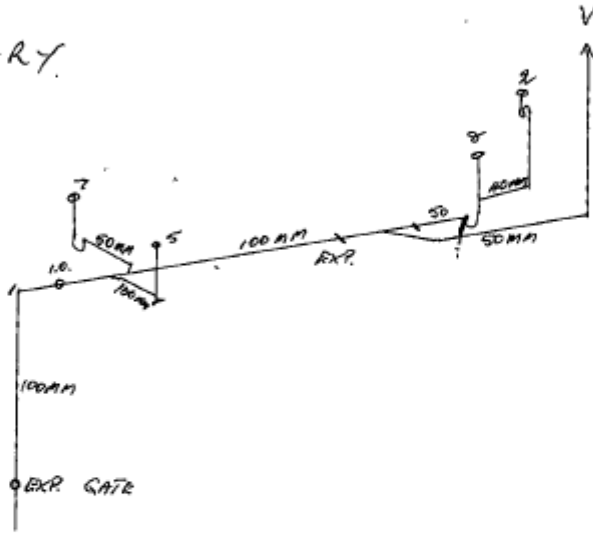
ABBREVIATIONS	
Line (of drain)..... L	Capped Junction..... CJ
Inspection Shaft..... IS	Cast Iron Pipe..... CIP
Interceptor Trap..... IT	Wired Clay..... VC
Induct Vent..... IV	UPVC Pipe..... PVC
Vent..... V	Copper Pipe..... CU
Overflow Gully..... OG	Galv Wrought Iron..... GWI
Stack Vent..... SV	Kitchen Sink..... 1
Waste Stack..... WS	Hand Basin..... 2
Inspection Chamber..... IC	Laundry Tub..... 3
Inspection Opening..... IO	Bath..... 4
Reflux Valve..... RV	Water Closet..... 5
Junction..... J	Shower..... 7
Capped End..... CE	Floor waste..... 8

Receipt No.:		
Owner: R. S. McDONALD		
House No.: 99	Lot No.: 43	D.P.:
Street: WYONG RD		
Suburb: BERKELEY VALE		
OFFICE USE ONLY		
Inspector:		
Record Complete:		

99 Wyong Road, BERKELEY VALE NSW 2261
 Lot 43 DP 216487

WYONG SHIRE COUNCIL		STARTING DOCKET NO.
HOUSE DRAINAGE INSTALLATION PLAN		48808
		DATE
		9/14/98
		LICENSE NO.
		3570
		HBD-60
Licencee: (Please Print)	Signature:	
D. J. O'BRIEN	<i>D. J. O'Brien</i>	

SANITARY



ALL MEASUREMENTS TO BE TAKEN SQUARE OFF WALLS, WALL LINES ETC. SHOW ALL PIPE SIZES.

ABBREVIATIONS	
Line (of drain) L	Capped Junction CJ
Inspector Shaft IS	Cast Iron Pipe CIP
Interceptor Trap IT	Vented Clay VC
Induct Vent IV	UPVC Pipe PVC
Vent V	Copper Pipe CU
Overflow Gully OG	Galv Wrought Iron GWI
Stack Vent SV	Kitchen Sink 1
Waste Stack WS	Hand Basin 2
Inspection Chamber IC	Laundry Tub 3
Inspection Opening IO	Bath 4
Reflex Valve RV	Water Closet 5
Junction J	Shower 7
Capped End CE	Floor waste 8

Receipt No.:		
Owner: <i>R.S. McDONALD</i>		
House No.: <i>99</i>	Lot No.: <i>43</i>	D.P.:
Street: <i>WYONG RD</i>		
Suburb: <i>BERKELEY VALE</i>		
OFFICE USE ONLY		
Inspector:		
Record Complete:		

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	764948a4
Property Address:	99 WYONG ROAD BERKELEY VALE
Date of Registration:	28 March 2024
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: 764948a4
Property address: 99 WYONG ROAD BERKELEY VALE
Date of inspection: 03 April 2024
Expiry date: 03 April 2025
Issuing authority: Central Coast Council

Did not comply with AS1926 (1986).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the local authority's notice, issued under Clause 20 of the Swimming Pools Regulation 2018, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

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

Non-compliance area/s:

Boundary fence	<input checked="" type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input checked="" type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input checked="" type="checkbox"/>
Non-ancillary structure	<input checked="" type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

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

The owner of the premises on which the swimming pool is situated is entitled, under section 26 of the *Swimming Pools Act 1992*, to appeal the decision of the local authority to refuse to issue a certificate of compliance under section 22D of the Act.

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