

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|---|--|
| vendor's agent | Stone Real Estate Berkeley Vale 1/254 Lakedge Ave, Berkeley Vale NSW 2261 | Phone: (02) 4388 8800 Fax: Ref: vakintetik@stonerealestate.com.au |
| co-agent | | |
| vendor | Garry John Laing and Cathy Laing 305 LAKEDGE AVE BERKELEY VALE NSW 2261 | |
| vendor's solicitor | LEGAL WORLD PTY LTD PO BOX 1099 WAHROONGA NSW 2076 | Phone: (02) 8599 7918 Fax: (02) 8572 8256 Ref: 12209 Email: teams@legalworld.com.au |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 305 LAKEDGE AVE BERKELEY VALE NSW 2261 LOT 57 IN DEPOSITED PLAN 31935 BEARING FOLIO IDENTIFIER 57/DP31935 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> 2x garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | documents in the List of Documents as marked or numbered: other documents: | |

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

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

buyer's agent

vendor

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

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

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

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at _____, from _____ to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for _____ and am not employed in the legal practice of a solicitor acting for _____ nor am I a member or employee of a firm of which a solicitor acting for _____ is a member or employee; and
 - (a) I have explained to _____ The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Signed : _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

305 LAKEDGE AVE BERKELEY CALENDAR 2267

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally* *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7* days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

| | |
|---------------------------------|---|
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS

33. DEFINITIONS AND INTERPRETATION

- 33.1. In this Contract the following words have these meanings unless the context provides otherwise:

Authority means any Commonwealth, state, regional and local government or other regulatory authority, body or agency, and any court or tribunal or statutory corporation or any employee or agent of any of them.

Business Day means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of New South Wales.

Claim means any claim, action, demand, proceeding, judgment, damage, loss (including consequential loss), charge, outgoing, payment, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the property.

Clause(s) mean the standard provisions of the Contract for the Sale of Land – 2019 edition as well as these Special Conditions for the sale and purchase of the property.

Completion Date means the date completion is due.

Contract means this Contract for Sale and includes all enclosures and annexures.

Contract Date means the date the Contract is exchanged.

Land means the land sold pursuant to this Contract.

Object means to make any claim against the Vendor (before or after the Completion Date) to seek to withhold all or part of the purchase price, raise any objection, requisition, rescind or terminate this Contract or seek to delay, or avoid settlement of this Contract.

Outgoings means all rates, taxes, assessments, land tax, levies, fire insurance premiums, fees or insurance premiums or other expenses levied in respect of the property.

Property means the property and the land sold pursuant to this Contract.

34. AMENDMENTS TO PRINTED CONTRACT

34.1. For the purpose of this Contract, the terms of the clauses 1 to 32 of the printed provisions to which these Special Conditions are attached, are amended as follows:

- | | |
|----------------|--|
| Clause 1: | In definition of “work order”, after “order” insert “issued by a competent authority”. |
| Clause 10.1.8: | Insert “or any positive covenant” after each time “restriction on use” appears. |
| Clause 10.1.9 | Delete “substance” and insert “existence”. |
| Clause 11.1 | After the words “work order” add “issued by a competent authority”. |
| Clause 11.3 | “If a <i>work order</i> is made after the Contract Date, the Purchaser must comply with the <i>work order</i> at the Purchaser’s own expense”. |

35. CONFLICT AND SEVERABILITY

- 35.1. If there is any conflict between these Special Conditions and the clauses of the printed form of the Contract for the Sale of Land, then these Special Conditions will prevail.
- 35.2. Each of the covenants, obligations and restrictions set out in this Contract are separate, severable and independent.
- 35.3. If the provisions of this Contract or any part of it are wholly or partly void, invalid or otherwise unenforceable that clause or part will be eliminated or modified to the extent necessary to make the balance of this Contract and that clause or part enforceable.

36. DEATH, INSOLVENCY AND BANKRUPTCY

- 36.1. Despite any rule of law or equity to the contrary, should either party prior to completion die or become mentally ill, as defined in the Mental Health Act, then either party may rescind this Contract by notice in writing forwarded to the other party and the provisions of clause 19 will apply.
- 36.2. Without affecting any other rights of either party, if the Purchaser (or any of them):
- (i) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed; or
 - (ii) is an individual and is declared bankrupt or otherwise has a trustee appointed to control their assets.

The Purchaser will have defaulted in the observance of an essential term of this Contract and the Vendor may terminate this Contract in accordance with clause 9.

37. INTRODUCTION BY VENDOR'S AGENT

37.1. The Purchaser:

- (a) warrants that the Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, specified in this Contract); and
- (b) indemnifies the Vendor, against:
 - (i) any claim for commission by any real estate agent or other person (other than the Vendor's agent or co-agent, if any, specified in this Contract) arising out of any such introduction of the Purchaser; and
 - (ii) claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

37.2. This clause shall not merge on completion.

38. NOTICE TO COMPLETE

- 38.1. Either party may, where entitled, issue a Notice to Complete making completion of this Contract time of the essence. The parties agree that a period of no less than 14 days after the date of service of any notice to complete will be a reasonable time for requiring completion of this Contract. The party that issues a Notice to Complete shall also be at liberty to withdraw such notice and re-issue another one at any time.
- 38.2. In the event that the Vendor is entitled to issue the Notice to Complete, then an additional \$330.00 (including GST) is payable by the Purchaser on completion.

39. DEFAULT INTEREST RATE

- 39.1. If the Purchaser defaults in the payment of any money due under this Contract, the Purchaser must pay the Vendor on demand, and without the Vendor being obliged to give any notice in writing, interest at a rate of 8 per cent per annum computed on the money overdue during the period of default and accruing daily without prejudice to any other rights of the Vendor under this Contract or at common law. The Purchaser acknowledges that the calculation of interest contained in this clause is a genuine pre-estimate by the Vendor of damage should this matter not settle by the completion date.

40. PRESENT CONDITION

- 40.1. The Purchaser warrants that in entering into this Contract, it purchases the property solely as a result of its own searches, inquiries and inspections and accepts the condition of the property as at the Contract Date. No objection, requisition or claim for compensation may be made regarding the state of repair or condition (including patent or latent defects) of the property or improvements or inclusions.
- 40.2. Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the Purchaser acknowledges that it has obtained and relied on its own independent advice, examinations and valuations and

has not relied on any information, representation or warranty given or made by or on behalf of the Vendor including information, representation or warranties concerning:

- (a) title to the property;
- (b) the terms and conditions of any documents relating to any encumbrances affecting the property;
- (c) the suitability of the Property for any particular use;
- (d) any rights and privileges relating to the property;
- (e) the services and utilities to the property;
- (f) the condition or state of repair of the property;
- (g) the occupation of the property;
- (h) any defects whether latent or patent;
- (i) whether the improvements on the land comply with all relevant statutes, regulations and local laws;
- (j) whether or not the property complies with all statutes, ordinances and regulations applicable to the property, or to the use of the property;
- (k) the condition, quality or potential of the property;
- (l) the accuracy, currency, reliability or completeness of information provided;
- (m) any financial return or income to be derived from the property; and
- (n) any non-compliance of the improvements and/or any alterations or additions to the property.

40.3. The Purchaser will not object, rescind, terminate, delay completion or claim any compensation because of anything contemplated by or occurring pursuant to this clause.

41. SEWERAGE DOCUMENTATION

41.1. Pursuant to Schedule 1(2) of the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the Purchaser recognises that the sewerage documentation provided in the Contract was the only documentation made available from the authority in the ordinary course of administration. As such, the Purchaser relies solely on their own enquiries in this regard and agrees to make no claims nor requisitions for the absence of any documentation in relation to the sewerage.

42. IDENTITY OF THE LAND

42.1. The Purchaser must not make any requisition, objection or claim any compensation or refuse or delay completion of this Contract (including any claim under clause 6) because of:

- (a) a misdescription of the land;
- (b) a deficiency in its area, boundaries or measurements;
- (c) improvements being erected outside the boundaries of the land; and/or
- (d) any variation to the construction or design of the building as long as the variation does not materially affect the property.

43. SERVICES

43.1. The Purchaser takes title subject to and is not entitled to rescind, terminate or delay completion of this Contract, or to object or make any requisition or claim (including a claim under clause 6) in respect of or arising out of any of the following matters:

- (a) the nature, location, non-availability or availability of any of the services (including pipes, cables and wires) in relation to the property including the future availability and timing of any installation of any services where those services are currently not available to the property;
- (b) the existence of any defects in any services (including pipes, cables and wires) where available to the property;
- (c) any services (including pipes, cables and wires), as to the terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of those services affecting or benefiting the property or in respect of any entitlement to use those services;
- (d) the presence of any sewer, manhole or vent on the property; and
- (e) any water or sewerage main or any underground or surface storm water drain passing through, over or under the property.

44. FOREIGN INVESTMENT REVIEW BOARD APPROVAL

44.1. The Purchaser warrants that:

- (a) the Purchaser is an ordinary resident within the meaning of the *Foreign Acquisition and Takeovers Act 1975 (Cth)*; and
- (b) the provisions of the *Foreign Acquisition and Takeovers Act 1975 (Cth)* requiring obtaining of consent to a transaction do not apply to the Purchaser and this Contract.

44.2. In the event of a breach of the warranty under clause 44, whether deliberate or otherwise, the Purchaser shall indemnify the Vendor in respect of any loss, damage, fine, penalty or legal costs which may be incurred by the Vendor as a result of such breach.

44.3. This clause 44 shall not merge on completion.

45. UNFAIR CONTRACT TERMS

45.1. The Purchaser acknowledges that:

- (a) the terms of this Contract were negotiated with the Vendor prior to the Contract Date; and
- (b) any issues of concern to the Purchaser were raised with the Vendor prior to the Contract Date.

45.2. The parties acknowledge that the terms in this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

45.3. If any part of this Contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed to be an unfair term and/or void for the purpose of the legislation remain in effect.

46. DEPOSIT

46.1. If the Vendor agrees in writing to accept a payment of less than 10% of the price on the Contract Date, the Purchaser specifically acknowledges and agrees that the deposit payable, in consideration of the Vendor entering the Contract with the Purchaser, is the sum of representing 10% of the price which is payable as follows:

- (a) To the *deposit holder* the amount being the agreed sum or percentage of the price on the Contract Date; and
- (b) To the Vendor by bank cheque, Electronic Funds Transfer (EFT) and/or other payment method agreed to by the parties the amount being the balance of 10% of the price on the earlier of the date of actual completion or termination date and in this respect time is of the essence.

46.2. This clause shall not merge on completion.

47. ADJUSTMENTS

47.1. The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement.

47.2. This clause shall not merge on completion.

48. ALTERATIONS TO CONTRACT

48.1. Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same. Any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

49. ATTACHMENTS

49.1. The Vendor specifically discloses the contents of any document attached to this Contract and without limitation the Purchaser acknowledges that the following matters are disclosed and clearly described:

- (a) each matter the subject of or referred to in a document listed on page 3 of the Contract; and
 - (b) any reservation, condition, easement and without limiting the generality thereof, any other right described or referred to in a document noted on the computer folio search.
- 49.2. The Vendor does not warrant the accuracy or completeness of any document attached to this Contract and the Purchaser will rely on their own enquiries and will make no objection, requisition or claim for compensation in respect of any matter therein disclosed or referred to in this account.

50. ZONING AND ROAD PROPOSALS

- 50.1. Insofar as any zoning or road proposals are disclosed in the Contract, the Purchaser will be deemed to have satisfied itself as to the manner in which the property is affected by:
- (a) any Environmental Planning Instrument or any deemed Environmental Planning Instrument under the *Environmental Planning and Assessment Act 1979*; or
 - (b) any other restriction or prohibition whether statutory or otherwise relating to the zoning of the property or permitted development thereon or the use to which the property may be put; and
 - (c) The Purchaser will not make any objection, requisition or claim for compensation nor seek to rescind or terminate this Contract nor delay its completion in relation to or on account of any such matter.

51. SECTION 184 / SECTION 26 CERTIFICATE

- 51.1. This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).
- 51.2. The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the Strata Schemes Management Act or for the Section 26 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- 51.3. The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the Strata Schemes Management Act or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least five (5) business days prior to completion.
- 51.4. Should the Purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with the terms of this Contract for Sale of Land.

52. REQUISITIONS

52.1. The Purchaser may only use the standard requisitions on title as provided.

53. RELEASE OF DEPOSIT

53.1. Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor directs for the sole purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of real estate, providing that such sum is held within a trust account of a real estate agent, solicitor or licensed conveyancer or paid to the Office of State Revenue. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release deposit funds to the Vendor as directed.

54. ELECTRONIC SIGNATURE AND EXCHANGE

54.1. This Contract may be executed:

- (a) In any number of counterparts and all the counterparts together shall make one instrument;
- (b) Electronically by both parties using documents signed or by exchanging electronic copies of original signatures on this Contract.

54.2. This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

54.3. The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

54.4. The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not object or delay settlement because of anything contained in this clause.

54.5. The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of the signature platform used, in relation to the execution of this Contract.

55. GUARANTEE AND INDEMNITY

55.1. If the Purchaser is a company, then provisions of this clause 55 apply and the directors of the Purchaser company (both jointly and severally) shall be known as "the Guarantor."

55.2. The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this Contract.

55.3. The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Purchaser's obligations under this Contract.

- 55.4. If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time. If the Purchaser does not duly and punctually perform its obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform those obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- 55.5. As a separate undertaking, the Guarantor indemnifies the Vendor against:
- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money and not being recoverable from the Guarantor under clauses 55.4 and 55.5 or from the purchase because of any circumstances whatsoever; and
 - (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guarantor's and/or the Purchaser's obligations not being duly and punctually performed of any circumstance whatsoever.
- 55.6. This guarantee and indemnity is continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all of the Guarantor's obligations. The guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or Claim payment from the Purchaser or any other person before Claiming from the guarantor under this guarantee and indemnity.
- 55.7. The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or equity including, without limitation, one or more of the following:
- (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - (c) any variation or novation of a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser.
- 55.8. As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the obligations of the Purchaser or any of them remain unperformed, the guarantor may not, without the consent of the Vendor:
- (a) make a Claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
 - (b) prove in competition with the Vendor if a liquidator, provision liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

55.9. The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

55.10. This clause 55 is an essential term of this Contract.

EXECUTION PAGE TO CONTRACT FOR SALE OF LAND

Executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified:

Corporation:

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

Property:

| | |
|-----------------------------------|-------|
| Signature of Authorised Person: | _____ |
| Name of Authorised Person: | _____ |
| Office Held (Director/Secretary): | _____ |

| | |
|-----------------------------------|-------|
| Signature of Authorised Person: | _____ |
| Name of Authorised Person: | _____ |
| Office Held (Director/Secretary): | _____ |

| | |
|-----------------------------------|-------|
| Signature of Authorised Person: | _____ |
| Name of Authorised Person: | _____ |
| Office Held (Director/Secretary): | _____ |

Reference Schedule

Item 1

Copies of the following documents are attached and marked with the annexure number referred to alongside:

1. Folio Identifier
2. Deposited Plan
3. Dealings
4. Planning Certificate under section 10.7 of the EPA Act
5. Sewerage Service Diagrams
6. Requisitions on Title

Annexure 1
Folio Identifier



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 57/31935

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 24/2/2022 | 4:27 PM | 9 | 15/9/2018 |

LAND

LOT 57 IN DEPOSITED PLAN 31935
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP31935

FIRST SCHEDULE

GARRY JOHN LAING
CATHY LAING

AS JOINT TENANTS

(T AG547568)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG547569 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

gls1w


PRINTED ON 24/2/2022

***Annexure 2
Deposited Plan***

Shire of Wyong

H694347 3.1.61

D. P. 31935 (E)

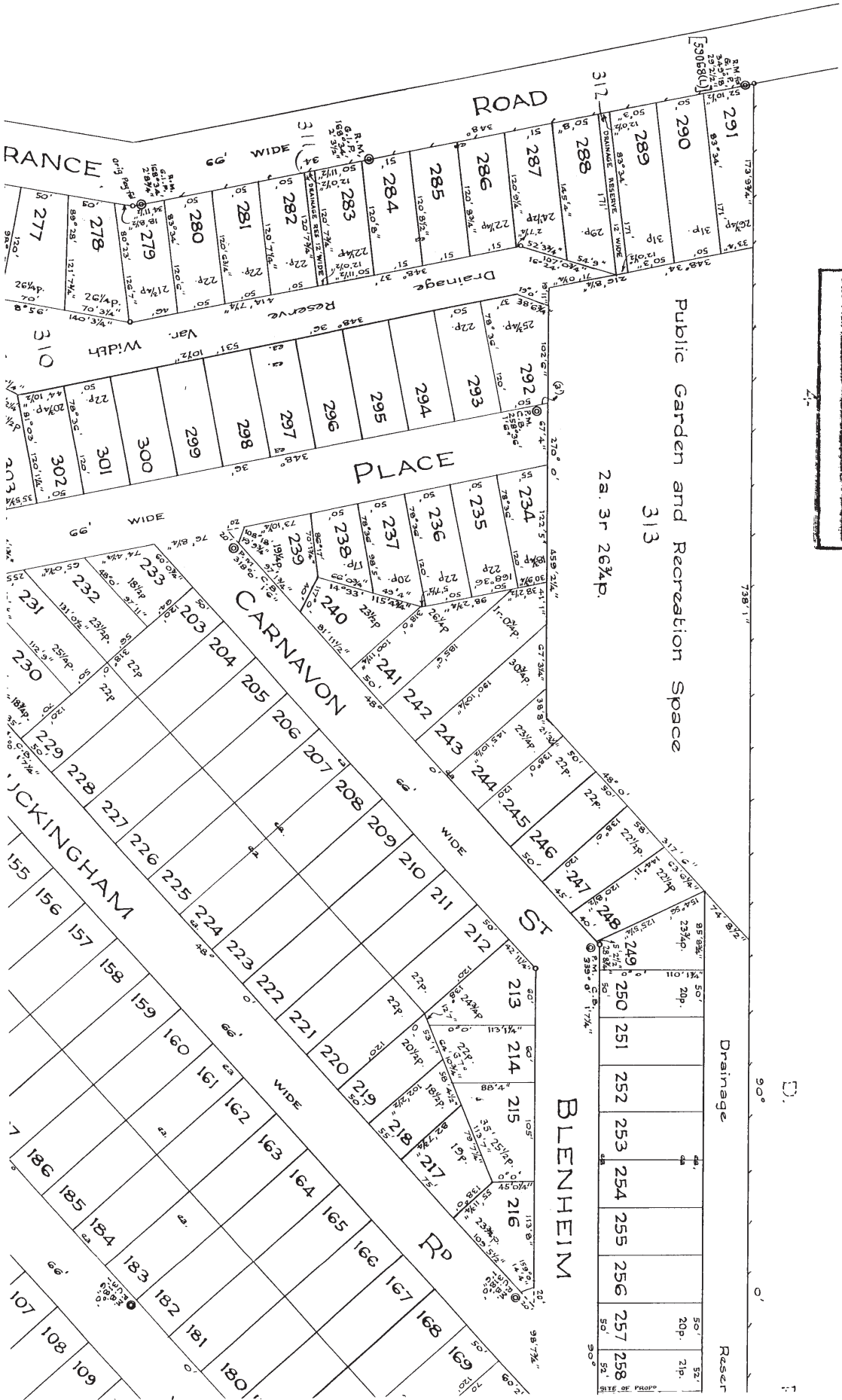
| | |
|---------------|---|
| Registered: |  K17178/61 |
| C.A.: | 1968 of 1/1/61 |
| Title System: | Taccas |
| Purpose: | Subdivision |
| Ref. Map: | D.P. 7434 |
| Last Plan: | D.P. 7434 |

PLAN

of subdivision of lot 3 & part of lot 2 D.P.7434 at
 LAKELAND ESTATE N^o

PARISH OF TUGGARAH COUNTY OF NORTHUN

Scale: 1:100 feet to an inch



PLAN

of lot 2 D.P.7434 at Berkeley Vale

DESTATE N^o2

COUNTY OF NORTHUMBERLAND

1:100 feet to an inch

P. 7434

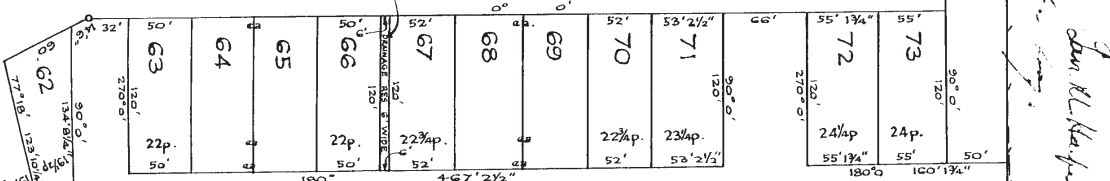
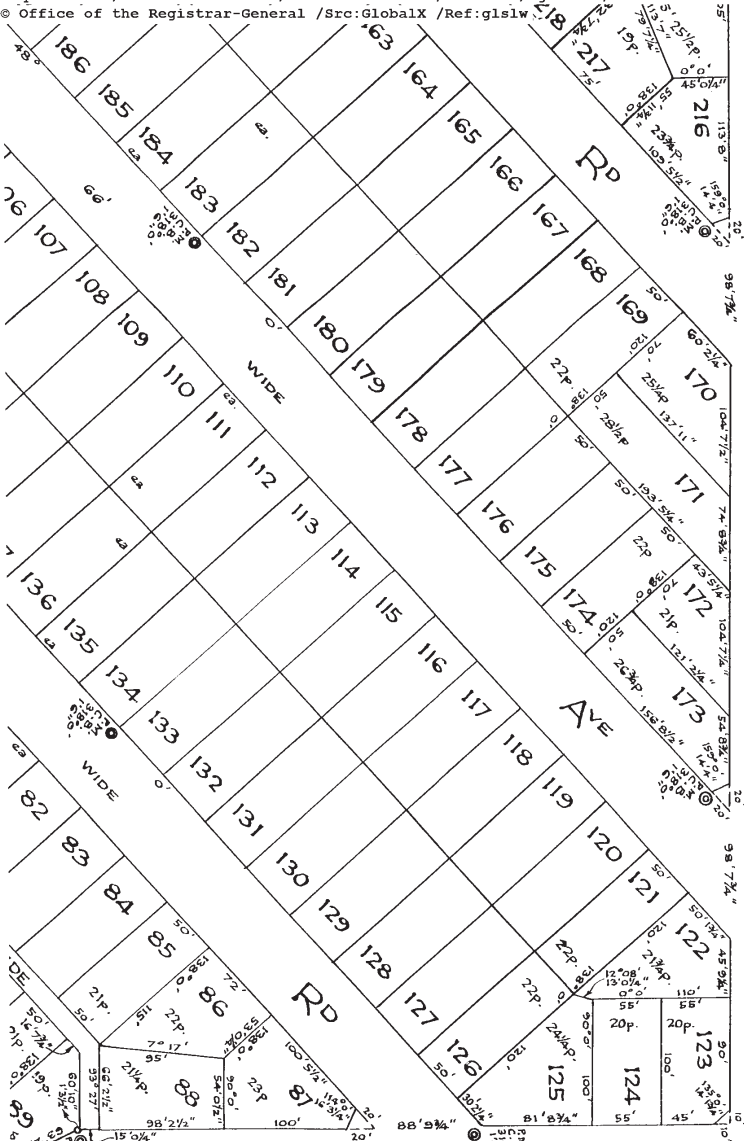
Reserve 314

LENHEIM

66' WIDE

AVE

BOULEVARDE



Public
Garden
and
Recreation
Space

100 feet

Tuggerah

315
4a. 1r. 26 1/2 p.

DP 31935

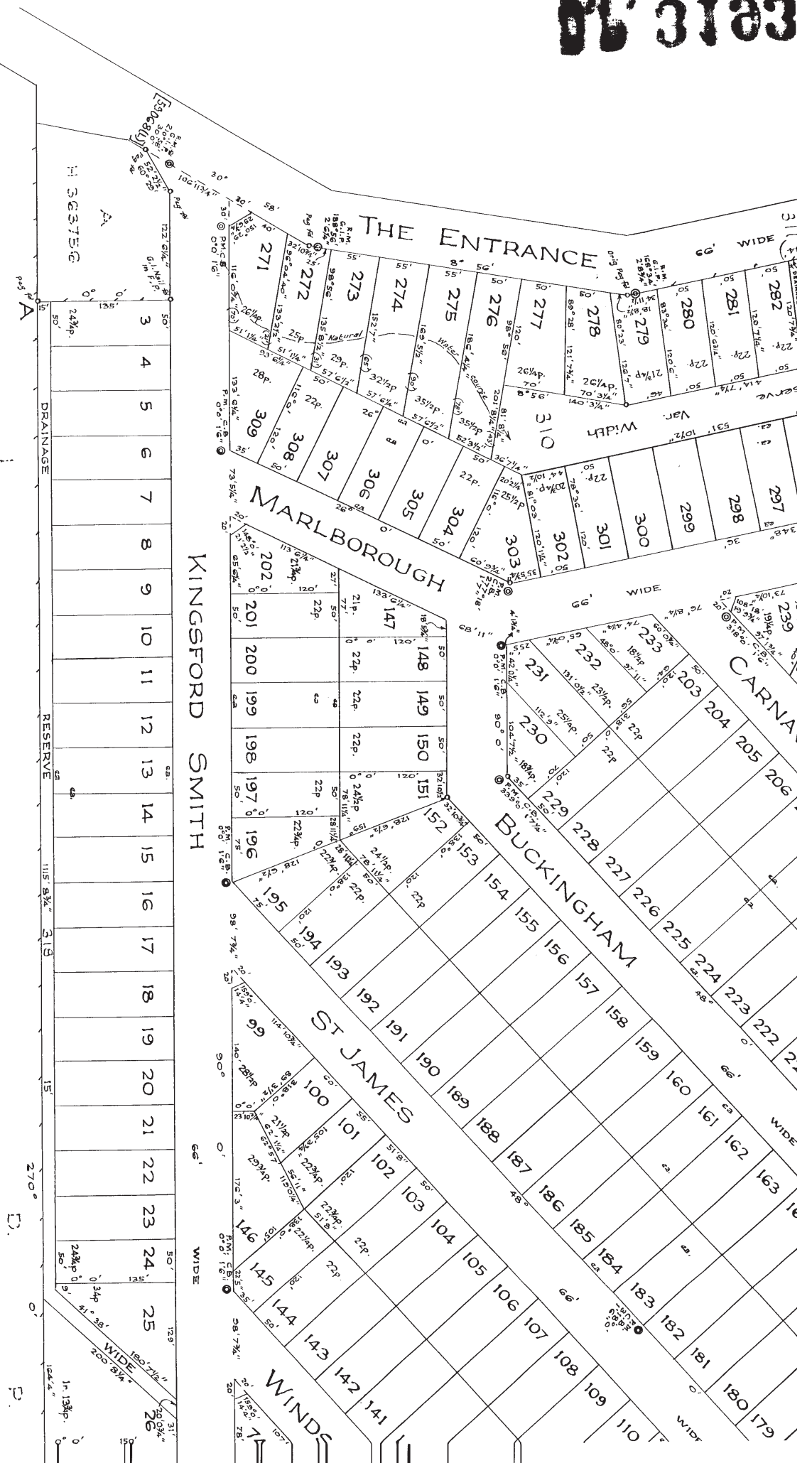
DP 31935 (E)

N

F

013 3103

MPD



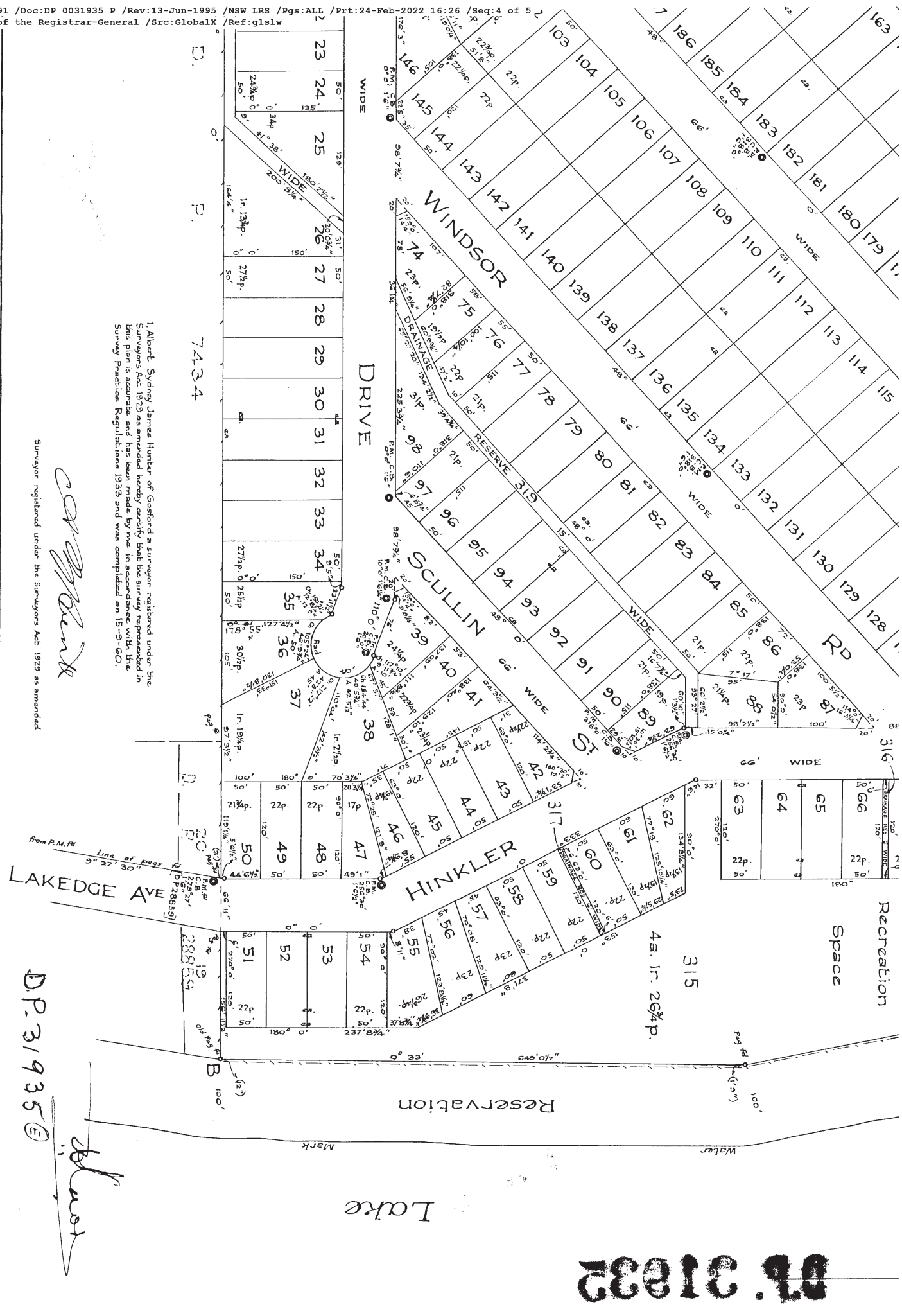
It is intended to dedicate the new roads to the public.
 The proposed drainage easements are intended to be apportioned to the new roads.

31935 (E)
 J.P. [Signature]

Datum Line of Azimuth A-B

Approved by the Council and certified in accordance with the Provisions of Section 327 of the Local Government Act 1919.
 Subdivision No 1282 of 9/11/60
 Shire Clerk [Signature]

The Common Seal of the Council of the Shire of Wyong was hereunto affixed in pursuance of a resolution of the Council passed on the 24th day of August, 1960.
 [Signature]
 President
 Shire Clerk [Signature]



I, Albert Sydney James Hunter of Gosford a surveyor registered under the Surveyors Act 1929 as amended hereby certify that the survey represented in this plan is accurate and has been made by me in accordance with the Survey Practice Regulations 1933 and was completed on 15-9-00.

AS Hunter

Surveyor registered under the Surveyors Act 1929 as amended

DP 31935

AS Hunter

DP 31932

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 31935

| FEET INCHES | METRES |
|-------------|--------|
| 0 1/8 | 0.003 |
| 0 1/4 | 0.025 |
| 0 3/8 | 0.042 |
| 0 1/2 | 0.127 |
| 5/8 | 0.158 |
| 3/4 | 0.190 |
| 7/8 | 0.229 |
| 1 | 0.254 |
| 1 1/8 | 0.317 |
| 1 1/4 | 0.354 |
| 1 3/8 | 0.393 |
| 1 1/2 | 0.457 |
| 1 5/8 | 0.496 |
| 1 3/4 | 0.560 |
| 1 7/8 | 0.625 |
| 2 | 0.688 |
| 2 1/8 | 0.753 |
| 2 1/4 | 0.817 |
| 2 3/8 | 0.882 |
| 2 1/2 | 0.946 |
| 2 5/8 | 1.011 |
| 2 3/4 | 1.076 |
| 2 7/8 | 1.141 |
| 3 | 1.206 |
| 3 1/8 | 1.271 |
| 3 1/4 | 1.336 |
| 3 3/8 | 1.401 |
| 3 1/2 | 1.466 |
| 3 5/8 | 1.531 |
| 3 3/4 | 1.596 |
| 3 7/8 | 1.661 |
| 4 | 1.726 |
| 4 1/8 | 1.791 |
| 4 1/4 | 1.856 |
| 4 3/8 | 1.921 |
| 4 1/2 | 1.986 |
| 4 5/8 | 2.051 |
| 4 3/4 | 2.116 |
| 4 7/8 | 2.181 |
| 5 | 2.246 |
| 5 1/8 | 2.311 |
| 5 1/4 | 2.376 |
| 5 3/8 | 2.441 |
| 5 1/2 | 2.506 |
| 5 5/8 | 2.571 |
| 5 3/4 | 2.636 |
| 5 7/8 | 2.701 |
| 6 | 2.766 |
| 6 1/8 | 2.831 |
| 6 1/4 | 2.896 |
| 6 3/8 | 2.961 |
| 6 1/2 | 3.026 |
| 6 5/8 | 3.091 |
| 6 3/4 | 3.156 |
| 6 7/8 | 3.221 |
| 7 | 3.286 |
| 7 1/8 | 3.351 |
| 7 1/4 | 3.416 |
| 7 3/8 | 3.481 |
| 7 1/2 | 3.546 |
| 7 5/8 | 3.611 |
| 7 3/4 | 3.676 |
| 7 7/8 | 3.741 |
| 8 | 3.806 |
| 8 1/8 | 3.871 |
| 8 1/4 | 3.936 |
| 8 3/8 | 4.001 |
| 8 1/2 | 4.066 |
| 8 5/8 | 4.131 |
| 8 3/4 | 4.196 |
| 8 7/8 | 4.261 |
| 9 | 4.326 |
| 9 1/8 | 4.391 |
| 9 1/4 | 4.456 |
| 9 3/8 | 4.521 |
| 9 1/2 | 4.586 |
| 9 5/8 | 4.651 |
| 9 3/4 | 4.716 |
| 9 7/8 | 4.781 |
| 10 | 4.846 |
| 10 1/8 | 4.911 |
| 10 1/4 | 4.976 |
| 10 3/8 | 5.041 |
| 10 1/2 | 5.106 |
| 10 5/8 | 5.171 |
| 10 3/4 | 5.236 |
| 10 7/8 | 5.301 |
| 11 | 5.366 |
| 11 1/8 | 5.431 |
| 11 1/4 | 5.496 |
| 11 3/8 | 5.561 |
| 11 1/2 | 5.626 |
| 11 5/8 | 5.691 |
| 11 3/4 | 5.756 |
| 11 7/8 | 5.821 |
| 12 | 5.886 |
| 12 1/8 | 5.951 |
| 12 1/4 | 6.016 |
| 12 3/8 | 6.081 |
| 12 1/2 | 6.146 |
| 12 5/8 | 6.211 |
| 12 3/4 | 6.276 |
| 12 7/8 | 6.341 |
| 13 | 6.406 |
| 13 1/8 | 6.471 |
| 13 1/4 | 6.536 |
| 13 3/8 | 6.601 |
| 13 1/2 | 6.666 |
| 13 5/8 | 6.731 |
| 13 3/4 | 6.796 |
| 13 7/8 | 6.861 |
| 14 | 6.926 |
| 14 1/8 | 6.991 |
| 14 1/4 | 7.056 |
| 14 3/8 | 7.121 |
| 14 1/2 | 7.186 |
| 14 5/8 | 7.251 |
| 14 3/4 | 7.316 |
| 14 7/8 | 7.381 |
| 15 | 7.446 |
| 15 1/8 | 7.511 |
| 15 1/4 | 7.576 |
| 15 3/8 | 7.641 |
| 15 1/2 | 7.706 |
| 15 5/8 | 7.771 |
| 15 3/4 | 7.836 |
| 15 7/8 | 7.901 |
| 16 | 7.966 |
| 16 1/8 | 8.031 |
| 16 1/4 | 8.096 |
| 16 3/8 | 8.161 |
| 16 1/2 | 8.226 |
| 16 5/8 | 8.291 |
| 16 3/4 | 8.356 |
| 16 7/8 | 8.421 |
| 17 | 8.486 |
| 17 1/8 | 8.551 |
| 17 1/4 | 8.616 |
| 17 3/8 | 8.681 |
| 17 1/2 | 8.746 |
| 17 5/8 | 8.811 |
| 17 3/4 | 8.876 |
| 17 7/8 | 8.941 |
| 18 | 9.006 |
| 18 1/8 | 9.071 |
| 18 1/4 | 9.136 |
| 18 3/8 | 9.201 |
| 18 1/2 | 9.266 |
| 18 5/8 | 9.331 |
| 18 3/4 | 9.396 |
| 18 7/8 | 9.461 |
| 19 | 9.526 |
| 19 1/8 | 9.591 |
| 19 1/4 | 9.656 |
| 19 3/8 | 9.721 |
| 19 1/2 | 9.786 |
| 19 5/8 | 9.851 |
| 19 3/4 | 9.916 |
| 19 7/8 | 9.981 |
| 20 | 10.046 |
| 20 1/8 | 10.111 |
| 20 1/4 | 10.176 |
| 20 3/8 | 10.241 |
| 20 1/2 | 10.306 |
| 20 5/8 | 10.371 |
| 20 3/4 | 10.436 |
| 20 7/8 | 10.501 |
| 21 | 10.566 |
| 21 1/8 | 10.631 |
| 21 1/4 | 10.696 |
| 21 3/8 | 10.761 |
| 21 1/2 | 10.826 |
| 21 5/8 | 10.891 |
| 21 3/4 | 10.956 |
| 21 7/8 | 11.021 |
| 22 | 11.086 |
| 22 1/8 | 11.151 |
| 22 1/4 | 11.216 |
| 22 3/8 | 11.281 |
| 22 1/2 | 11.346 |
| 22 5/8 | 11.411 |
| 22 3/4 | 11.476 |
| 22 7/8 | 11.541 |
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| 23 3/8 | 11.801 |
| 23 1/2 | 11.866 |
| 23 5/8 | 11.931 |
| 23 3/4 | 11.996 |
| 23 7/8 | 12.061 |
| 24 | 12.126 |
| 24 1/8 | 12.191 |
| 24 1/4 | 12.256 |
| 24 3/8 | 12.321 |
| 24 1/2 | 12.386 |
| 24 5/8 | 12.451 |
| 24 3/4 | 12.516 |
| 24 7/8 | 12.581 |
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| 25 1/8 | 12.711 |
| 25 1/4 | 12.776 |
| 25 3/8 | 12.841 |
| 25 1/2 | 12.906 |
| 25 5/8 | 12.971 |
| 25 3/4 | 13.036 |
| 25 7/8 | 13.101 |
| 26 | 13.166 |
| 26 1/8 | 13.231 |
| 26 1/4 | 13.296 |
| 26 3/8 | 13.361 |
| 26 1/2 | 13.426 |
| 26 5/8 | 13.491 |
| 26 3/4 | 13.556 |
| 26 7/8 | 13.621 |
| 27 | 13.686 |
| 27 1/8 | 13.751 |
| 27 1/4 | 13.816 |
| 27 3/8 | 13.881 |
| 27 1/2 | 13.946 |
| 27 5/8 | 14.011 |
| 27 3/4 | 14.076 |
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| 28 3/8 | 14.401 |
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| 28 3/4 | 14.596 |
| 28 7/8 | 14.661 |
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| 29 1/4 | 14.856 |
| 29 3/8 | 14.921 |
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| 30 7/8 | 15.701 |
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| 31 5/8 | 16.091 |
| 31 3/4 | 16.156 |
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| 32 1/2 | 16.546 |
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| 32 7/8 | 16.741 |
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| 33 1/8 | 16.871 |
| 33 1/4 | 16.936 |
| 33 3/8 | 17.001 |
| 33 1/2 | 17.066 |
| 33 5/8 | 17.131 |
| 33 3/4 | 17.196 |
| 33 7/8 | 17.261 |
| 34 | 17.326 |
| 34 1/8 | 17.391 |
| 34 1/4 | 17.456 |
| 34 3/8 | 17.521 |
| 34 1/2 | 17.586 |
| 34 5/8 | 17.651 |
| 34 3/4 | 17.716 |
| 34 7/8 | 17.781 |
| 35 | 17.846 |
| 35 1/8 | 17.911 |
| 35 1/4 | 17.976 |
| 35 3/8 | 18.041 |
| 35 1/2 | 18.106 |
| 35 5/8 | 18.171 |
| 35 3/4 | 18.236 |
| 35 7/8 | 18.301 |
| 36 | 18.366 |
| 36 1/8 | 18.431 |
| 36 1/4 | 18.496 |
| 36 3/8 | 18.561 |
| 36 1/2 | 18.626 |
| 36 5/8 | 18.691 |
| 36 3/4 | 18.756 |
| 36 7/8 | 18.821 |
| 37 | 18.886 |
| 37 1/8 | 18.951 |
| 37 1/4 | 19.016 |
| 37 3/8 | 19.081 |
| 37 1/2 | 19.146 |
| 37 5/8 | 19.211 |
| 37 3/4 | 19.276 |
| 37 7/8 | 19.341 |
| 38 | 19.406 |
| 38 1/8 | 19.471 |
| 38 1/4 | 19.536 |
| 38 3/8 | 19.601 |
| 38 1/2 | 19.666 |
| 38 5/8 | 19.731 |
| 38 3/4 | 19.796 |
| 38 7/8 | 19.861 |
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| 40 1/4 | 20.576 |
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| 40 5/8 | 20.771 |
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| 40 7/8 | 20.901 |
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| 41 1/2 | 21.226 |
| 41 5/8 | 21.291 |
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| 42 1/4 | 21.616 |
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| 42 3/4 | 21.876 |
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| 43 3/8 | 22.201 |
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| 44 1/4 | 22.656 |
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| 44 1/2 | 22.786 |
| 44 5/8 | 22.851 |
| 44 3/4 | 22.916 |
| 44 7/8 | 22.981 |
| 45 | 23.046 |
| 45 1/8 | 23.111 |
| 45 1/4 | 23.176 |
| 45 3/8 | 23.241 |
| 45 1/2 | 23.306 |
| 45 5/8 | 23.371 |
| 45 3/4 | 23.436 |
| 45 7/8 | 23.501 |
| 46 | 23.566 |
| 46 1/8 | 23.631 |
| 46 1/4 | 23.696 |
| 46 3/8 | 23.761 |
| 46 1/2 | 23.826 |
| 46 5/8 | 23.891 |
| 46 3/4 | 23.956 |
| 46 7/8 | 24.021 |
| 47 | 24.086 |
| 47 1/8 | 24.151 |
| 47 1/4 | 24.216 |
| 47 3/8 | 24.281 |
| 47 1/2 | 24.346 |
| 47 5/8 | 24.411 |
| 47 3/4 | 24.476 |
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| 48 3/8 | 24.801 |
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| 48 5/8 | 24.931 |
| 48 3/4 | 24.996 |
| 48 7/8 | 25.061 |
| 49 | 25.126 |
| 49 1/8 | 25.191 |
| 49 1/4 | 25.256 |
| 49 3/8 | 25.321 |
| 49 1/2 | 25.386 |
| 49 5/8 | 25.451 |
| 49 3/4 | 25.516 |
| 49 7/8 | 25.581 |
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| 50 1/8 | 25.711 |
| 50 1/4 | 25.776 |
| 50 3/8 | 25.841 |
| 50 1/2 | 25.906 |
| 50 5/8 | 25.971 |
| 50 3/4 | 26.036 |
| 50 7/8 | 26.101 |
| 51 | 26.166 |
| 51 1/8 | 26.231 |
| 51 1/4 | 26.296 |
| 51 3/8 | 26.361 |
| 51 1/2 | 26.426 |
| 51 5/8 | 26.491 |
| 51 3/4 | 26.556 |
| 51 7/8 | 26.621 |
| 52 | 26.686 |
| 52 1/8 | 26.751 |
| 52 1/4 | 26.816 |
| 52 3/8 | 26.881 |
| 52 1/2 | 26.946 |
| 52 5/8 | 27.011 |
| 52 3/4 | 27.076 |
| 52 7/8 | 27.141 |
| 53 | 27.206 |
| 53 1/8 | 27.271 |
| 53 1/4 | 27.336 |
| 53 3/8 | 27.401 |
| 53 1/2 | 27.466 |
| 53 5/8 | 27.531 |
| 53 3/4 | 27.596 |
| 53 7/8 | 27.661 |
| 54 | 27.726 |
| 54 1/8 | 27.791 |
| 54 1/4 | 27.856 |
| 54 3/8 | 27.921 |
| 54 1/2 | 27.986 |
| 54 5/8 | 28.051 |
| 54 3/4 | 28.116 |
| 54 7/8 | 28.181 |
| 55 | 28.246 |
| 55 1/8 | 28.311 |
| 55 1/4 | 28.376 |
| 55 3/8 | 28.441 |
| 55 1/2 | 28.506 |
| 55 5/8 | 28.571 |
| 55 3/4 | 28.636 |
| 55 7/8 | 28.701 |
| 56 | 28.766 |
| 56 1/8 | 28.831 |
| 56 1/4 | 28.896 |
| 56 3/8 | 28.961 |
| 56 1/2 | 29.026 |
| 56 5/8 | 29.091 |
| 56 3/4 | 29.156 |
| 56 7/8 | 29.221 |
| 57 | 29.286 |
| 57 1/8 | 29.351 |
| 57 1/4 | 29.416 |
| 57 3/8 | 29.481 |
| 57 1/2 | 29.546 |
| 57 5/8 | 29.611 |
| 57 3/4 | 29.676 |
| 57 7/8 | 29.741 |
| 58 | 29.806 |
| 58 1/8 | 29.871 |
| 58 1/4 | 29 |

Annexure 3
Dealings

Annexure 4
Planning Certificate



Legal World
PO Box 1099
WAHROONGA NSW 2076

SECTION 10.7(2) PLANNING CERTIFICATE

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

| | |
|------------------------------|--|
| Fee Paid: | \$53.00 |
| Receipt No: | 16564153 |
| Receipt Date: | 24 February 2022 |
| Property Address: | 305 Lakedge Avenue, BERKELEY VALE NSW 2261 |
| Property Description: | Lot 57 DP 31935 |
| Property Owner: | Mr G J Laing and Mrs C Laing |
| Certificate No: | 44869 |
| Reference No: | 12209:200048 |
| Date of Issue: | 25-Feb-2022 |

The information contained within this certificate relates to the land.



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

| | |
|----------|--|
| 1 | RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS |
|----------|--|

(1) Environmental Planning Instruments which apply to the land

Wyong Local Environmental Plan 2013

State Environmental Planning Policy No 50 – Canal Estate Development
State Environmental Planning Policy No 55 – Remediation of Land
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy No 21 – Caravan Parks
State Environmental Planning Policy No 64 – Advertising and Signage
State Environmental Planning Policy No 36 – Manufactured Home Estates
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy No 65 – Design Quality of Residential Flat Development
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Coastal Management) 2018 (whole of lot)
State Environmental Planning Policy (Primary Production and Rural Development) 2019

**(2) Proposed Environmental Planning Instruments which will apply to the land
and is or has been the subject of community consultation or public exhibition**

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 – Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Proposed State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
Proposed State Environmental Planning Policy (Infrastructure) 2007
Proposed State Environmental Planning Policy (Primary Production and Rural Development) 2019

Proposed State Environmental Planning Policy Design and Place
Proposed State Environmental Planning Policy (State and Regional Development) 2011
Proposed State Environmental Planning Policy (Housing Diversity)
Proposed Standard Instrument (Local Environmental Plans) Order 2006

(3) Development Control Plans applying to the land

Wyong Development Control Plan 2013 applies to this land.

| | |
|----------|---|
| 2 | ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS |
|----------|---|

(a) Identity of the Zone

Lot 57 DP 31935

R2 Low Density Residential

Identity of the zone in Proposed Environmental Planning Instrument

Lot 57 DP 31935

Proposed R2 Low Density Residential

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

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

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

(d) development which is prohibited within the zone

(e) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house

Development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on this land.

The minimum land dimension so fixed is 450m².

Notwithstanding the above, reference should be made to Clause 4.2B of the Local Environmental Plan, which may contain other provisions enabling or restricting the erection of Dual Occupancies and Dwelling Houses on the land.

(f) Land includes or comprises critical habitat

No

(g) Land is in a conservation area

No

(h) Item of environmental heritage is situated on the land

None

| | |
|-----------|--|
| 2A | ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 |
|-----------|--|

Not applicable to Central Coast Local Government Area

| | |
|----------|------------------------------|
| 3 | COMPLYING DEVELOPMENT |
|----------|------------------------------|

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

GENERAL HOUSING CODE

Complying development under the Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
 - All of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
 - All of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2.

LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
 - All of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2.

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.

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

- b The land is affected by specific land conditions:
 - All of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2.

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

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

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

| | |
|--------------|-------------------|
| 4, 4A | (Repealed) |
|--------------|-------------------|

| | |
|-----------|---|
| 4B | ANNUAL CHARGES FOR COASTAL PROTECTION SERVICES UNDER LOCAL GOVERNMENT ACT 1993 |
|-----------|---|

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.

| | |
|----------|------------------------|
| 5 | MINE SUBSIDENCE |
|----------|------------------------|

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

| | |
|----------|---|
| 6 | 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 widening or road re-alignment under the above.

(c) COUNCIL RESOLUTIONS

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

| | |
|----------|--|
| 7 | COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK |
|----------|--|

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 2

| | |
|-----------|---|
| 7A | FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION |
|-----------|---|

- (1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.
- (2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.
- (3) A word or expression used in this clause has the same meaning as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

In this clause—

- 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.

| | |
|----------|--------------------------------------|
| 8 | LAND RESERVED FOR ACQUISITION |
|----------|--------------------------------------|

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act:

Nil

| | |
|----------|---------------------------|
| 9 | CONTRIBUTION PLANS |
|----------|---------------------------|

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

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

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

| | |
|-----------|------------------------------------|
| 9A | 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 Part 7AA of the *Threatened*

Species Conservation Act 1995 that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

| | |
|-----------|---------------------------------------|
| 10 | BIODIVERSITY STEWARDSHIP SITES |
|-----------|---------------------------------------|

Council **has not** been notified by the Director-General of the Department of Planning, Industry 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 Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

| | |
|------------|--|
| 10A | NATIVE VEGETATION CLEARING SET ASIDES |
|------------|--|

Council **has not** been notified by the Director-General of the Department of Planning, Industry and Environment that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* and the land is **not** registered as a set aside area in the public register under that section.

| | |
|-----------|-----------------------------|
| 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 | PROPERTY VEGETATION PLAN |
|-----------|---------------------------------|

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*.

| | |
|-----------|--|
| 13 | ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006 |
|-----------|--|

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

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

| | |
|-----------|---------------------------------|
| 14 | DIRECTIONS UNDER PART 3A |
|-----------|---------------------------------|

The Minister **has not** issued a direction under the former section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

| | |
|-----------|---|
| 15 | SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING |
|-----------|---|

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

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

| | |
|-----------|---|
| 16 | SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS |
|-----------|---|

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

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

| | |
|-----------|---|
| 17 | SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING |
|-----------|---|

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

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

| | |
|-----------|--------------------------------------|
| 18 | PAPER SUBDIVISION INFORMATION |
|-----------|--------------------------------------|

(1) The name of any development plan adopted by a relevant authority that applies to this land or 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 clause have the same meaning as they have in part 16C of the *Environmental Planning and Assessment Regulation 2000*.

| | |
|-----------|--------------------------------------|
| 19 | SITE VERIFICATION CERTIFICATE |
|-----------|--------------------------------------|

Council **is not** aware of a Site Verification Certificate having been issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

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

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

| | |
|-----------|---------------------------------------|
| 20 | LOOSE-FILL ASBESTOS INSULATION |
|-----------|---------------------------------------|

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

| | |
|-----------|--|
| 21 | AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>) |
|-----------|--|

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

No

2 (a) 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

2 (b) 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

Note: In this clause 21:

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

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

| | |
|-----------|---|
| 22 | STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020 |
|-----------|---|

Not applicable to Central Coast Local Government Area

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 1300 463 954.

Karen Hansen
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential Wyong Local Environmental Plan 2013

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 maintain and enhance the residential amenity and character of the surrounding area.
- To provide a residential character commensurate with a low density residential environment.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; 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; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; 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

PROPOSED LAND USE TABLE

Zone R2 Low Density Residential Draft Central Coast Local Environmental Plan

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 land uses do not adversely affect residential amenity or place demands on services beyond the level reasonably required for low-density housing.
- 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; Boarding houses; 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; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

***Annexure 5
Sewerage Service Diagrams***



ABN 73 149 644 003
25 February 2022

Legal World
PO Box 1099
WAHROONGA NSW 2076

Dear Sir/Madam

Property: Lot 57 DP 31935
305 Lakedge Avenue, BERKELEY VALE NSW 2261
Your Reference: 12209:200048

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 1300 463 954.

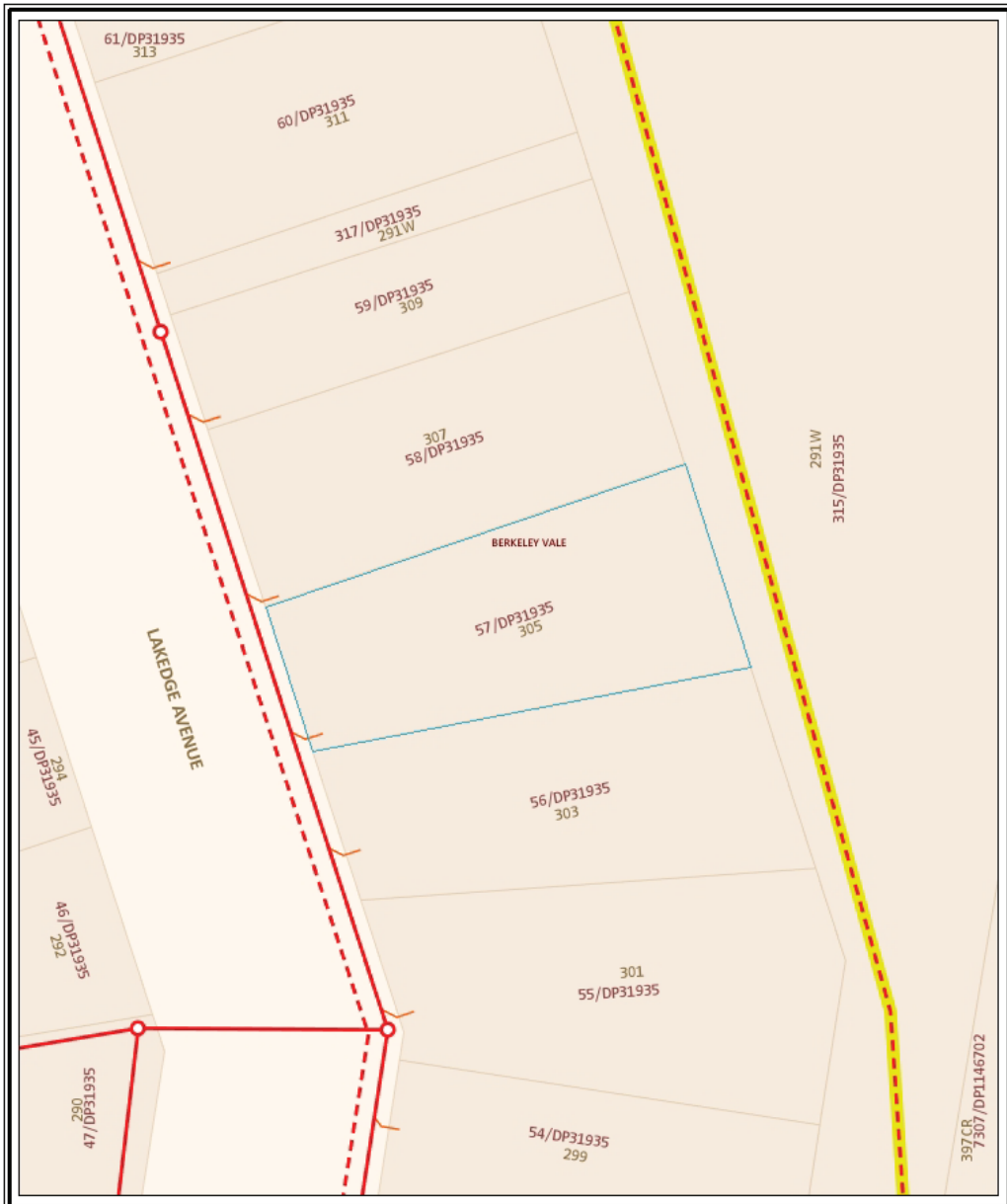
Yours faithfully

M Walsh

M Walsh
Signed on Behalf of Central Coast Council

Attach





Warning Note for Underground Plant Locations

The plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. The 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 on site by careful hand excavation. Council can provide an on-site advisory service on request to assist in the process. Reverse underground utility will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

See Cadastre is part of the Digital Cadastre 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 cadastre 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: 25/02/2022

Legend

- Access Chamber
- Dead End
- Lemphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reducution Main
- Trunk Main
- Reducution 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: 12209:200048

28 February 2022

Legal World
PO Box 1099
WAHROONGA NSW 2076

Dear Sir/Madam

**305 Lakedge Avenue, BERKELEY VALE NSW 2261
Lot 57 DP 31935**

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 1300 463 954.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jenny Downing".

Jenny Downing
Signed on Behalf of Central Coast Council

Attachment:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 4M00 a1M95a **DX 7306**

Gosford Office: a9 G snn St / PO Box 24 f orcb36 NSW 2250 | **P** 4M00 a1M95a

E srk@cent3lcosrt.nrw.gov.au | **W** www.cent3lcosrt.nrw.gov.au | ABN 7M4a9 1aa 00M

305 Lakedge Avenue, BERKELEY VALE NSW 2261
 Lot 57 DP 31935



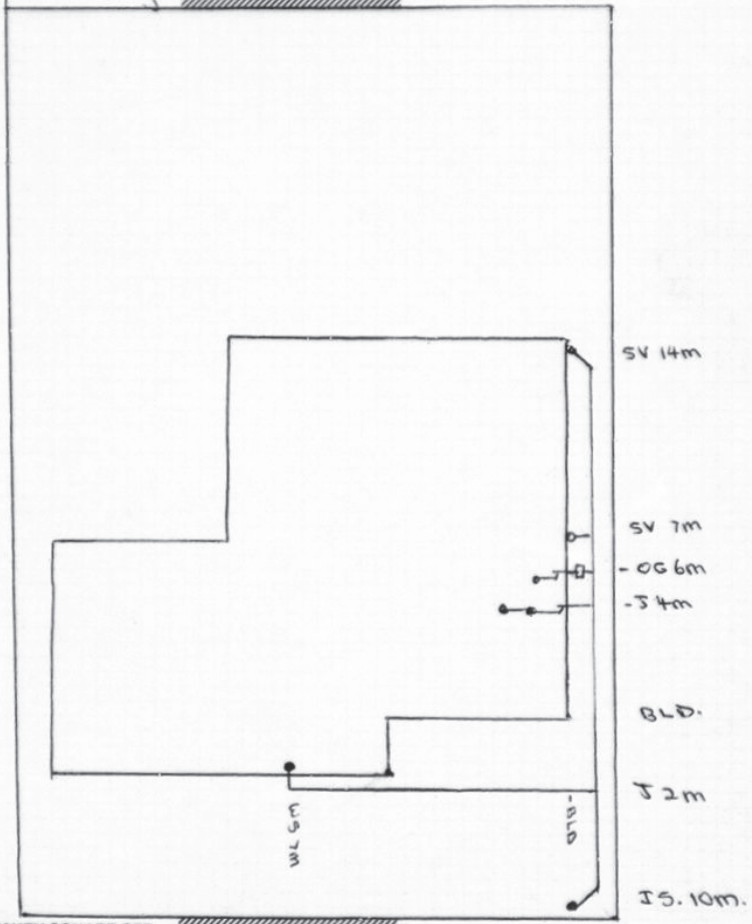
WYONG SHIRE COUNCIL

HOUSE DRAINAGE INSTALLATION PLAN

| |
|----------------------|
| STARTING DOCKET NO. |
| DATE 17/2/93 |
| LICENSE NO. A2758 |

| | |
|---|---------------------------|
| Licensee: (Please Print); Coast+Country Plumbing | Signature; M.O. Bourke |
|---|---------------------------|

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 |
| Inspection Shaft IS | Cast Iron Pipe CIP |
| Interceptor Trap IT | Vitrified 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: J E LEWIS | | |
| House No.: 305 | Lot No.: | D.P.: |
| Street: Lakedge Ave | | |
| Suburb: Berkeley Vale | | |
| OFFICE USE ONLY | | |
| Inspector: | | |
| Record Complete: | | |

Annexure 6
Requisitions On Title

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
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.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (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.

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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
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 completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW) and Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed.
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- Affectations, notices and claims**
20. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (c) any latent defects in them?
22. Has the vendor any notice or knowledge of them being affected by the following:
- (a) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (b) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (c) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (d) any realignment or proposed realignment of any road adjoining them?
 - (e) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
23. Does the property have the benefit of water, sewerage, drainage electricity, gas and telephone services?
- (a) If so, do any of the connections for such services pass through adjoining land?
 - (b) Do any service connections for any other property pass through the Property?

24. Are there any applications made, proposed or threatened, that obstruct or limit access to or from the property or to an easement or part of the property, which are yet to be determined? If so, please provide particulars.

Capacity

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
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.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
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 the completion date.