

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Stone Real Estate Berkeley Vale &amp; Tumbi Umbi</b> PO Box 8046, Tumbi Umbi NSW 2261 Email: vakintetik@stonerealestate.com.au	Phone: 4388 8888 Fax: 4388 4845 Ref: Volkan Akintetik
co-agent		
vendor	<b>Jacob David Stead</b> 25 Gregory Street, Berkeley Vale NSW 2261	
vendor's solicitor	 <b>On Time Conveyancing</b> 3/62 Lakedge Avenue Berkeley Vale NSW PO Box 5474, Chittaway Bay NSW 2261	Phone: 02 4388 4174 Ref: JMO:22030
date for completion	<b>28 days after the date of this contract</b> (clause 15)	
land (address, plan details and title reference)	<b>25 Gregory Street, Berkeley Vale NSW 2261</b> <b>Lot 13 in Deposited Plan 27302</b> <b>Folio Identifier 13/27302</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input 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: Ceiling Fans, Smoke Alarm, TV bracket on wall
exclusions	
purchaser	
purchaser's solicitor	
price	\$ _____
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$ _____
contract date	(if not stated, the date this contract was made)

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 Lodgement Network (ELN)** (clause 30):  
**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 an *GSTRW* payment (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 (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

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

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

## **WARNING SMOKE ALARMS**

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

## **WARNING – SWIMMING POOLS**

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

## **Special Conditions**

### **1 Notice to Complete**

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

In the event that the vendor issues a Notice to Complete the Purchaser agrees to pay the sum of \$330.00 (including GST) to the vendor on completion to reimburse the vendor for the additional work to be done by the vendor's conveyancing in relation to the issue of the Notice to Complete. Payment of this sum is an essential term of this agreement.

### **2 Purchaser agrees and warrants**

The purchaser acknowledges that:

- a. The provisions of this Contract contain the entire agreement between the parties as at the date of this Contract; and
- b. The purchasers do not rely on any statement, representation, warranty, condition or promise made or given by or on behalf of the Vendor except as may be set out in this contract and in particular the purchaser acknowledges that any brochures, plans and promotional materials relating to the property are subject to change;
- c. They are relying upon their own enquires as to the condition and state of repair of the property;
- d. They are purchasing the property subject to all defects latent and patent, subject to any infestation and dilapidation, subject to all existing water, sewage, drainage and plumbing services and connections in respect of the property, subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building on the land.
- e. They will not make any objection, requisition or claim for compensation as regards to any of the foregoing matters.

### **3 Vendors Agent**

The purchaser warrants that he has not been introduced to the property or to the vendor through the services of an agent other than the agent (if any) whose name appears on the front page of the within contract for the sale of land and agrees to indemnify and to hold indemnified the vendor from and against any claim made against the vendor by any other agent arising out of this sale. This clause shall ensure for the benefit of the vendor following completion.

**4. Interest**

Should completion of this contract not take place by the completion date as specified herein otherwise than as a result of any default by the vendor under this contract, the purchaser shall pay interest at a rate of 10% per annum on the balance of the purchase price and any other monies owing pursuant to this contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The purchaser hereby acknowledges that interest at the rate of 10% per annum represents a genuine pre-estimate of the vendor's loss of interest on the purchase money and liability for rates and outgoings likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

**5. Release of Deposit**

The purchaser agrees to release all or such part of the deposit as is required by the vendor as a deposit on real property to be purchased/ stamp duty on a property to be purchased / rental bond and 4 weeks rent on a property to be leased by a vendor. Such funds are to be paid only to a licensed real estate agent or solicitor/ licensed conveyancer holding a current practicing certificate acting as a stake holder. Such funds will be paid as and when the vendor or the vendor's solicitors have notified the purchaser's solicitors in writing of the title particulars and address of the property to be purchased or leased by the vendor, the agent acting on the sale/rental, if any, and the names of the registered proprietors/landlords and the name and address of the solicitors acting in the relevant transaction if applicable.

**6. DEPOSIT**

Notwithstanding clause 2, the deposit shall be paid in the following manner:

- (i) the sum of \$..... (equal to 0.25% of the deposit) on the making of this contract;
- (ii) the balance of the 10% deposit, at any time before 5.00pm on the fifth business day after the day which this contract is made.

**7. Deleted**

**8. Deleted**

**9. Work not approved by Council**

The vendor discloses that the items disclosed in Schedule 1 have been built without Council approval. The purchaser shall not make any objection, requisition or claim for compensation nor rescind or terminate or delay completion in relation to the said items disclosed in schedule 1 having not been Council approved.

**Schedule 1**

**a. Carport**

**10. Deleted**

**11. Christmas Closure**

Notwithstanding anything else contained within the Contract the completion of this Contract shall not be required to take place between 17 December 2021 through to the 14<sup>th</sup> January 2022 inclusive and no Notice to Complete shall be issued requiring settlement to take place after the 17<sup>th</sup> December 2021 and before 14<sup>th</sup> January 2022

**12. Representations**

The purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that the Vendor provides no other agreement, warranty or representation whether expressed or implied with respect to any of the matters to which this Contract relates.

**13. FOREIGN ACQUISITIONS AND TAKEOVER ACT 1975**

The purchaser warrants:-

- a. That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- b. That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the purchaser.

In the event of there being a breach of this warranty whether deliberate or otherwise the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss or damage that may be incurred by the Vendor as a consequence of such breach.

**14. Deposit Bond**

Subject to the vendor agreeing to accept a Deposit Bond, the parties agree that if the deposit is to be paid by way of Deposit Bond, the original of the Deposit Bond is to be handed to the Vendor's Conveyancer upon exchange and that the Deposit Bond will be dealt with as if it were a cash deposit under the Contract and the Vendor is entitled to immediately draw upon the Deposit Bond in any circumstances where the Vendor becomes entitled to the deposit. It is further agreed that at settlement the Purchaser must pay to the Vendor, in addition to all other monies payable under this Contract, the full purchase price (less any cash deposit held in the Vendor's Agent's Trust Account) and the Vendor will return the original Deposit Bond to the Purchaser. In any circumstances where this Clause is to apply, then Clause 16.8 of this Contract is to be amended to now read "6" settlement cheque in lieu of "5" settlement cheques.

**15. Subject to Existing Tenants**

The parties agree and acknowledge that the property is sold subject to existing tenants. The parties further acknowledge water Consumption is the responsibility of the tenant.

The parties agree that water consumption will not be adjusted on settlement. The purchaser will not make any objection, claim for compensation or delay for settlement in regards to the same not being adjusted.

**16 Fee for Rescheduled Settlement**

If, through no fault of the Vendor, the Purchaser cancels or postpones settlement to a different date, time or location, the Purchaser shall reimburse the Vendor's Conveyancer an amount of \$110.00 for legal expenses incurred by the Vendor for each occasion a settlement is cancelled or postponed.

**17. Purchaser agrees and Warrants**

The purchaser warrants-

- a. it holds a current unconditional loan approval for sufficient funds to complete the purchase; or
- b. It does not require finance to complete the purchase

The purchaser further acknowledges that the vendor will be relying upon the proceeds of sale of the subject property to purchase another property and any breach of this contract by the purchaser may include an action for damages by the vendors against the purchaser for any loss occasioned by the vendors on his purchase.

**18. Electronic Settlement**

- a. The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law
- b. The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs
- c. Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- d. The purchaser must join the workspace and create an electronic transfer and invite any incoming mortgagee to join.
- e. Anything that cannot be delivered electronically must be served on the receiving party 1 business day prior to settlement. The receiving party is to hold the same in trust pending settlement occurring.
- f. IF time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but not later than 3 working days after the initial electronic failure unless otherwise agreed.
- g. Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.



FOLIO: 13/27302  
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SEARCH DATE	TIME	EDITION NO	DATE
26/8/2022	1:07 PM	5	8/9/2018

LAND  
-----

LOT 13 IN DEPOSITED PLAN 27302  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP27302

FIRST SCHEDULE  
-----

JACOB DAVID STEAD (T AM504993)

SECOND SCHEDULE (4 NOTIFICATIONS)  
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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G358716 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP397098
- 3 G763150 COVENANT
- 4 AM504994 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 26/8/2022

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 26/08/2022 13:07:59

**1**

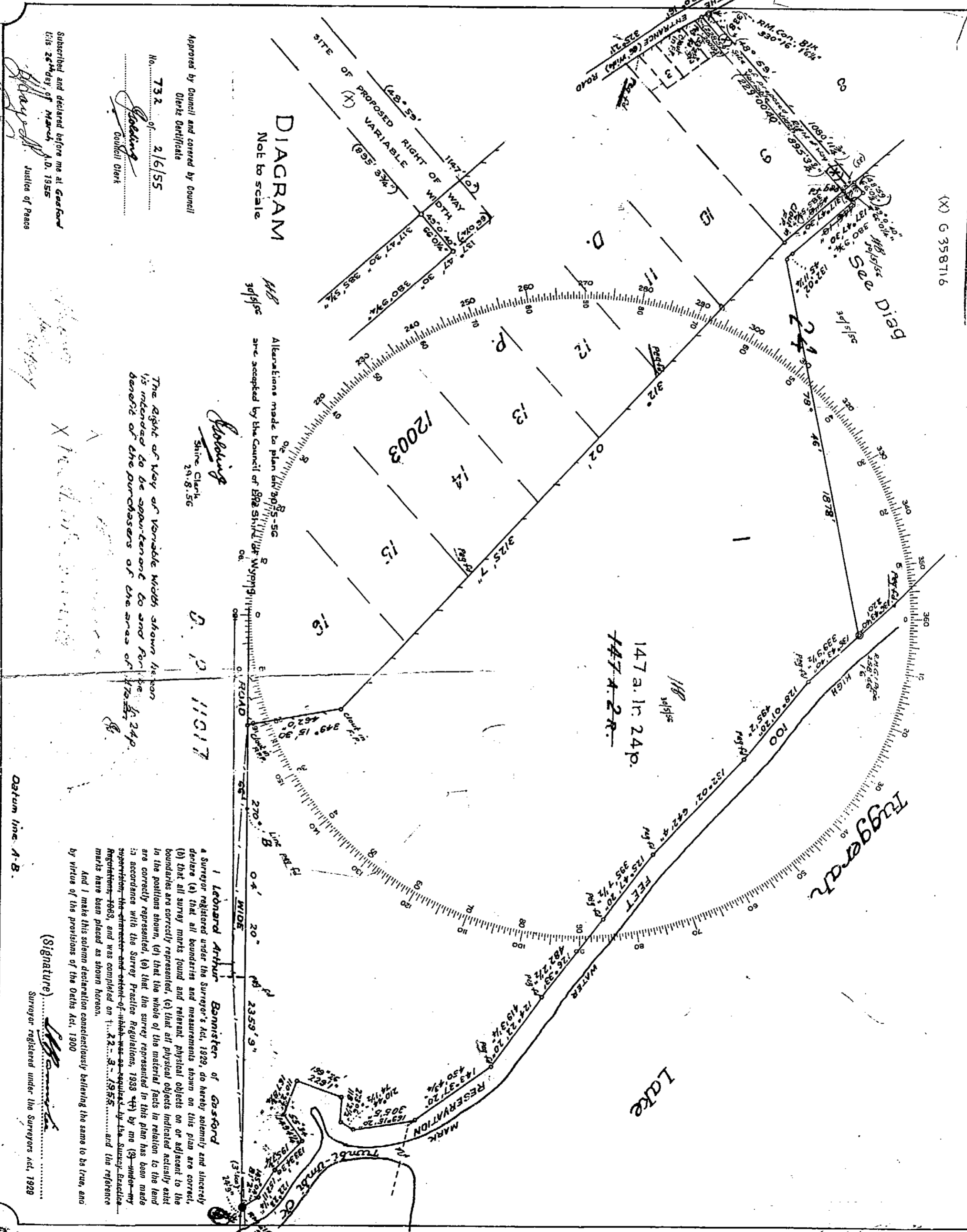
NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.  
 LOT NUMBERS ADDED AND AMENDMENTS OR ADDITIONS

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 31st day of January, 1980.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

FEET INCHES	METRES
1	0.457
2	0.746
10	3.048
22	6.706
33	10.408
33	10.116
33	10.262
45	14.002
66	20.117
66	20.123
74	22.593
81	24.740
118	36.030
149	45.523
152	46.609
167	51.124
195	59.620
195	59.633
200	60.973
229	69.825
305	93.091
312	95.275
330	100.584
339	103.569
380	116.065
380	116.072
385	117.494
395	120.587
419	127.794
446	136.195
450	137.281
451	137.617
462	140.818
482	146.977
495	150.927
642	195.783
660	201.168
895	272.891
1080	329.482
1147	349.606
1878	572.414
11470	3496.056

**G358716**  
 NEGATIVE SEARCHED  
 Plan Form No 62 (For transfer, lease, etc.)  
 Municipality of Shire of Wyong  
 Misc. Plan of Survey (R.P.)  
 Repl. No. 97098  
 Parish of Tuggerah County of Northumberland  
 of part of Portion 24  
 PLAN  
 Scale 400 Feet to an Inch.  
 (X) G 358716



Approved by Council and covered by Council  
 Date Certificate  
 No. 732 of 2/6/55  
 Shire Clerk  
 Justice of Peace

The right of way of Variable Width shown in this plan is intended to be appurtenant to and for the benefit of the purchasers of the areas of 12003, 12004, 12005, 12006, 12007, 12008, 12009, 12010, 12011, 12012, 12013, 12014, 12015, 12016, 12017, 12018, 12019, 12020, 12021, 12022, 12023, 12024, 12025, 12026, 12027, 12028, 12029, 12030, 12031, 12032, 12033, 12034, 12035, 12036, 12037, 12038, 12039, 12040, 12041, 12042, 12043, 12044, 12045, 12046, 12047, 12048, 12049, 12050, 12051, 12052, 12053, 12054, 12055, 12056, 12057, 12058, 12059, 12060, 12061, 12062, 12063, 12064, 12065, 12066, 12067, 12068, 12069, 12070, 12071, 12072, 12073, 12074, 12075, 12076, 12077, 12078, 12079, 12080, 12081, 12082, 12083, 12084, 12085, 12086, 12087, 12088, 12089, 12090, 12091, 12092, 12093, 12094, 12095, 12096, 12097, 12098, 12099, 12100, 12101, 12102, 12103, 12104, 12105, 12106, 12107, 12108, 12109, 12110, 12111, 12112, 12113, 12114, 12115, 12116, 12117, 12118, 12119, 12120, 12121, 12122, 12123, 12124, 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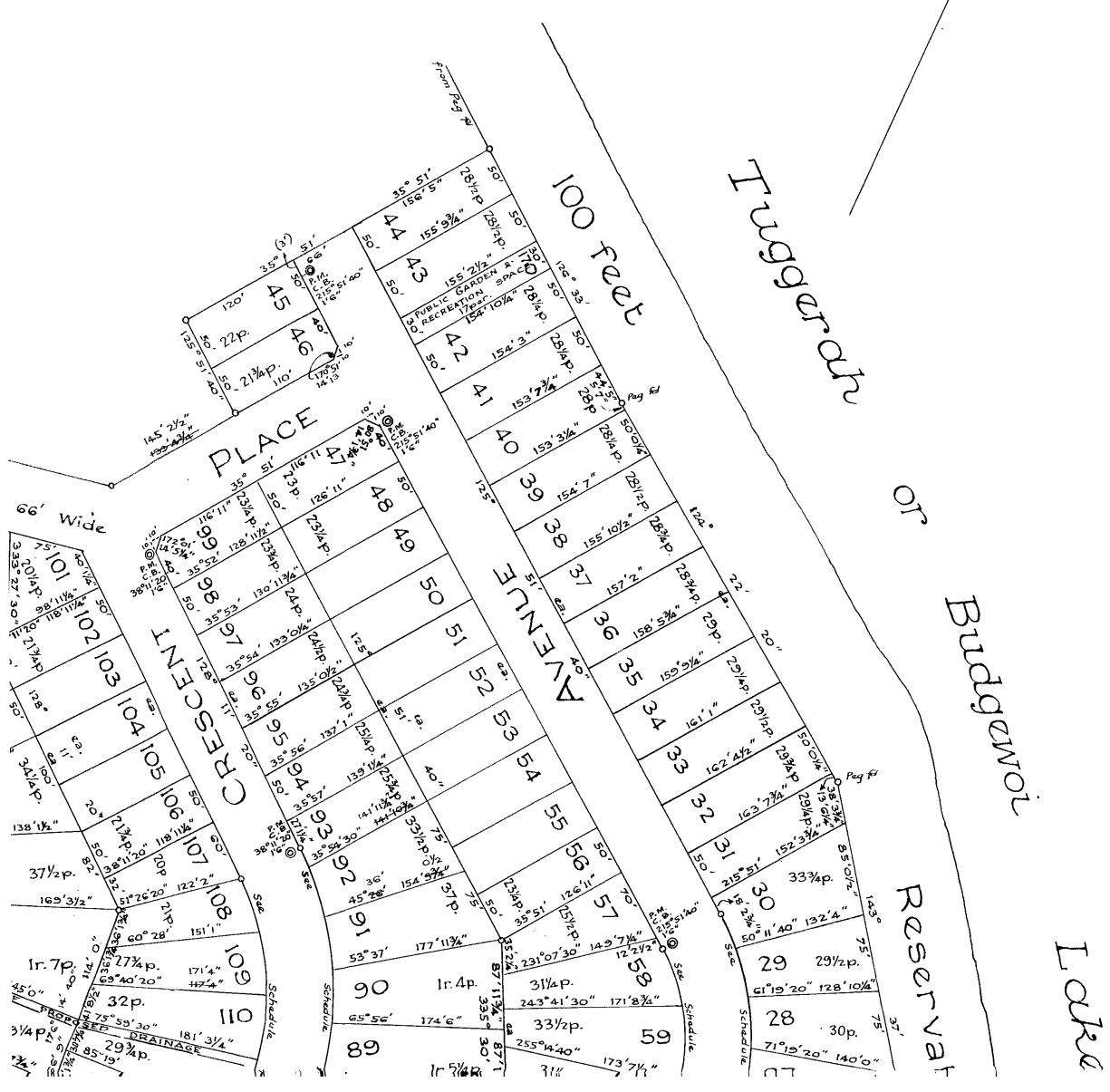
# PLAN

Division of part of Portion 24  
KEY PARK ESTATE

## RAH COUNTY OF NORTHUMBERLAND

Scale: 100 feet to an inch

DEPOSITED PLAN NO. 27302 (E)  
ON THE 6<sup>th</sup> DAY OF DECEMBER 1986  
*J. Wall*  
MUNICIPAL ENGINEER



Municipality of  
 Shire of Wyong

DP 27302 (E)

# PLAN

G479424 4.4.56.

LGA: WYONG

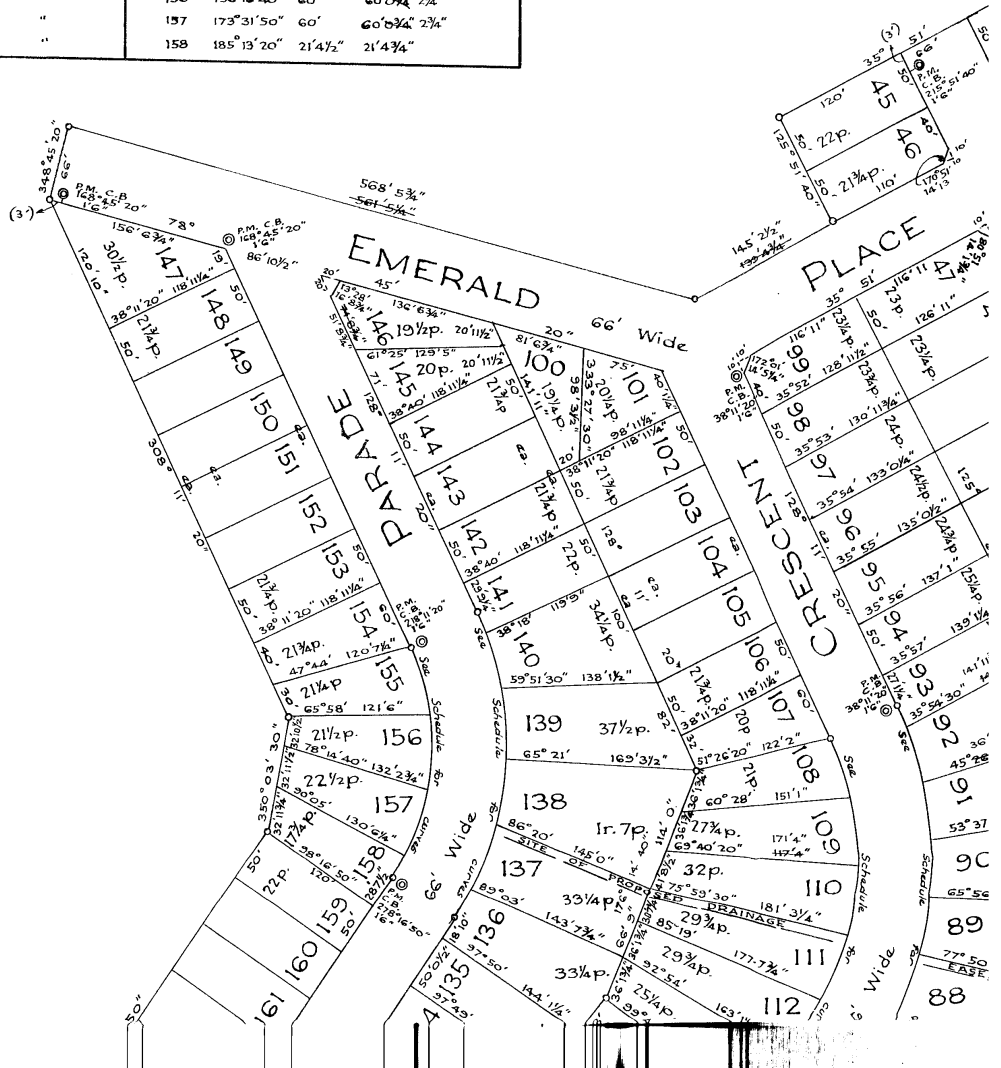
of subdivision of part of Pt  
 KILLARNEY PARK ES

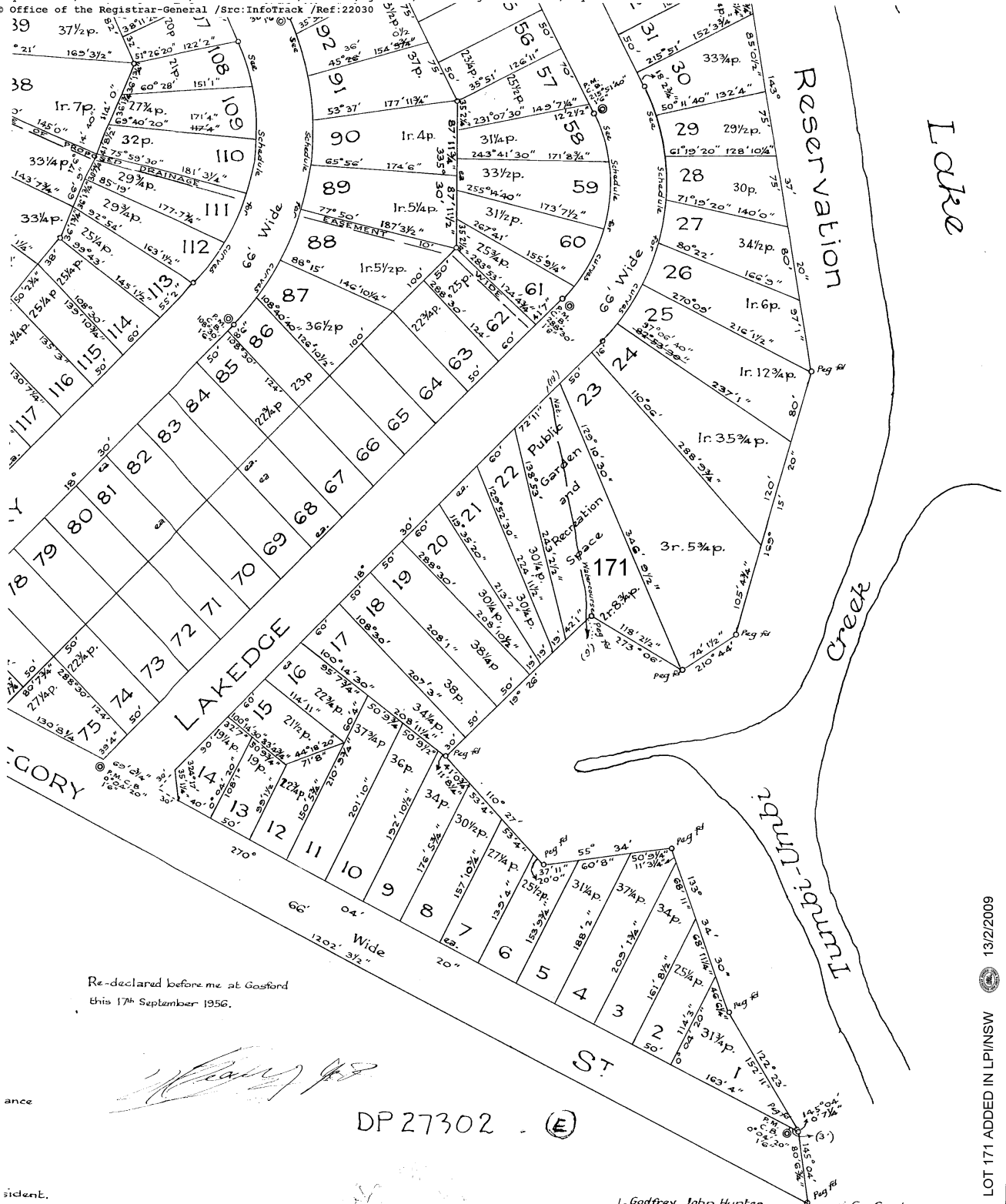
## PARISH OF TUGGARAH COUNTY

Scale: 100 feet to an inch

Schedule of Curves

Lot	Chord	Arc	Radius	Lot	Chord	Arc	Radius
24	194°34'30"	33'11 <sup>1</sup> / <sub>4</sub> "	248'0 <sup>1</sup> / <sub>4</sub> "	92	317'12'	50'	50'0 <sup>3</sup> / <sub>4</sub> "
25	184°51'50"	50'	50'1"	93	310'21'	23'1'	23'1 <sup>1</sup> / <sub>4</sub> "
26	173°17'40"	50'	50'1"	108	134°37'20"	53'0 <sup>3</sup> / <sub>4</sub> "	53'10 <sup>1</sup> / <sub>2</sub> "
27	161°43'20"	50'	50'1"	109	148°14'	60'	60'1 <sup>3</sup> / <sub>4</sub> "
28	150°09'	50'	50'1"	110	162°35'40"	60'	60'1 <sup>3</sup> / <sub>4</sub> "
29	138°34'50"	50'	50'1"	111	176°57'20"	60'	60'1 <sup>3</sup> / <sub>4</sub> "
30	129°19'40"	30'	30'0 <sup>1</sup> / <sub>4</sub> "	112	191°19'	60'	60'1 <sup>3</sup> / <sub>4</sub> "
58	135°20'50"	60'	60'3 <sup>1</sup> / <sub>4</sub> "	136	184°46'30"	32'6 <sup>1</sup> / <sub>2</sub> "	32'6 <sup>3</sup> / <sub>4</sub> "
59	155°55'10"	70'	70'5 <sup>1</sup> / <sub>4</sub> "	137	174°47'30"	60'	60'1 <sup>1</sup> / <sub>2</sub> "
60	178°05'30"	70'	70'5 <sup>1</sup> / <sub>4</sub> "	138	162°23'	55'	55'1 <sup>1</sup> / <sub>4</sub> "
61	193°50'20"	29'7"	29'7 <sup>1</sup> / <sub>2</sub> "	139	143°58'30"	60'	60'1 <sup>1</sup> / <sub>2</sub> "
86	14°33'50"	42'	42'0 <sup>1</sup> / <sub>4</sub> "	140	138°06'20"	50'	50'1"
87	5°56'30"	50'	50'0 <sup>3</sup> / <sub>4</sub> "	141	130°27'	21'	21'0 <sup>1</sup> / <sub>4</sub> "
88	355°37'40"	60'	60'1"	155	137°55'	67'7 <sup>1</sup> / <sub>2</sub> "	67'11 <sup>1</sup> / <sub>4</sub> "
89	345°19'	50'	50'0 <sup>3</sup> / <sub>4</sub> "	156	156°16'40"	60'	60'0 <sup>3</sup> / <sub>4</sub> "
90	335°56'40"	50'	50'0 <sup>3</sup> / <sub>4</sub> "	157	173°31'50"	60'	60'0 <sup>3</sup> / <sub>4</sub> "
91	326°24'20"	50'	50'0 <sup>3</sup> / <sub>4</sub> "	158	185°13'20"	21'4 <sup>1</sup> / <sub>2</sub> "	21'4 <sup>3</sup> / <sub>4</sub> "





Re-declared before me at Gosford  
 this 17th September 1956.

*[Handwritten signature]*

DP 27302 (E)

ance  
 sident.  
 rnk.

*[Handwritten signatures]*  
 Acting Registrar

I, Godfrey John Hunter of Gosford  
 a Surveyor registered under the Surveyors Act, 1929-46, do hereby solemnly and sincerely  
 declare (a) that all boundaries and measurements shown on this plan are correct,  
 (b) that all survey marks found and relevant physical objects on or adjacent to the  
 boundaries are correctly represented, (c) that all physical objects indicated actually exist  
 in the positions shown, (d) that the whole of the material facts in relation to the land  
 are correctly represented, (e) that the survey represented in this plan has been made  
 in accordance with the Survey Practice Regulations, 1933 (1) by me (2) under my  
 supervision, the character and extent of which was as required by the Survey Practice  
 Regulations, 1933, and was completed on the 2nd March, 1956, and the reference and  
 marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and  
 by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Sydney  
 this 5th day of March A.D. 1956

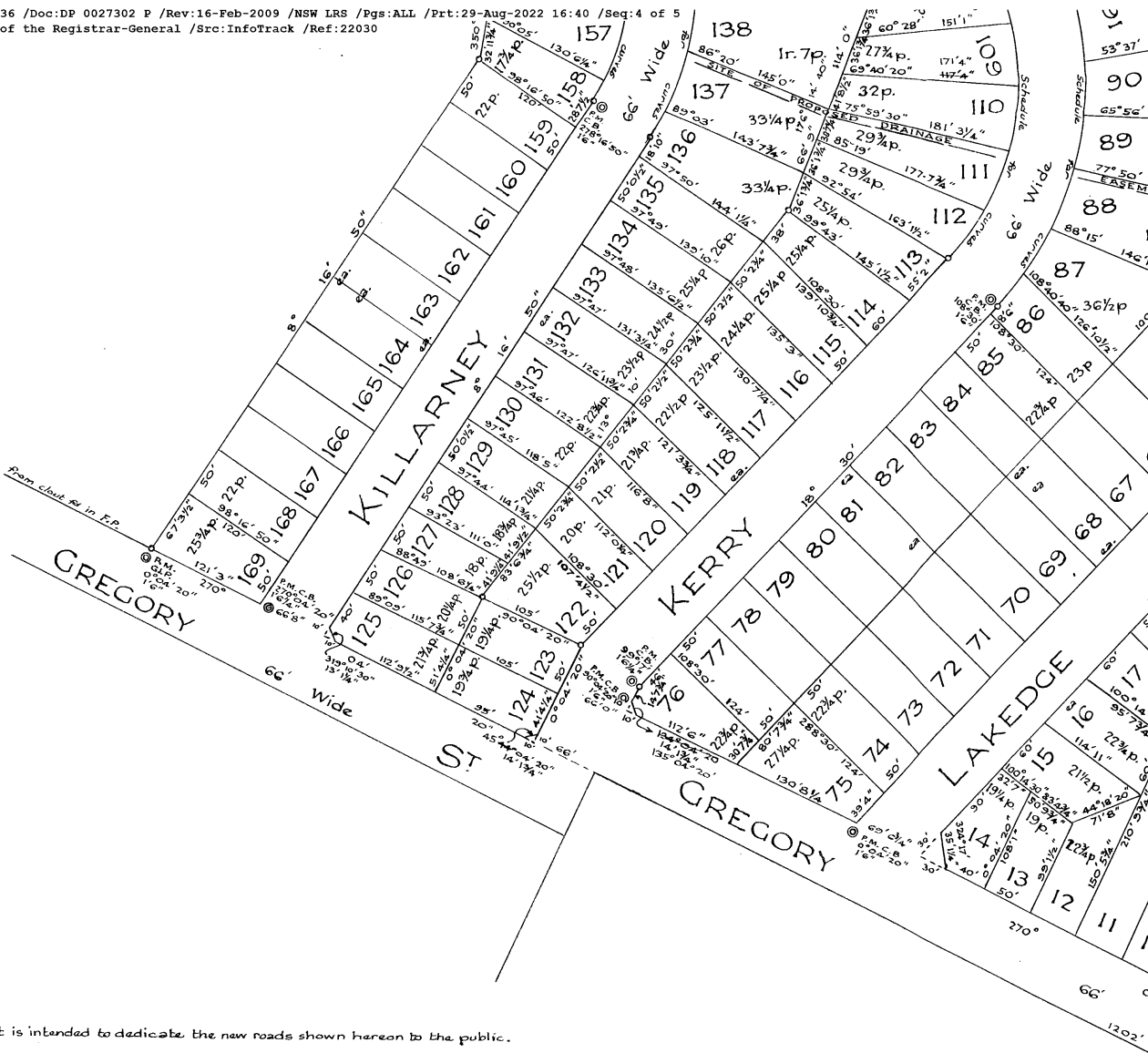
(Signature) *[Handwritten Signature]*  
 Surveyor registered under the Surveyors Act, 1929-46.

*[Handwritten signature]*  
 R. F. Ruff, J.P.

J.P. Date of Survey

LOT 171 ADDED IN LPI NSW 13/2/2009

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



It is intended to dedicate the new roads shown hereon to the public.  
 The site of the proposed drainage easement within lots 67, 88, 111 & 137  
 is intended to be appurtenant to the new roads

Re-declared before me at Gosford  
 this 17th September 1956.

DP27302 (E)

The Common Seal of the Council of the Shire of Wyong was hereto affixed in pursuance  
 of a resolution of the Council passed on the 28th day of February, 1956



*H.F. Jelch* Shire President.

*Golding*  
 Shire Clerk.

*John H. B. ...*  
 (Signature)

Approved by Council & Covered by Council Clerk's Certificate

No. 804 of 21/3/56

*Golding*  
 Council Clerk.

Subscribed  
 this 5th

Datum line of Azimuth A-B.

DP 27302

DP 27302			CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
FEET INCHES	METRES		
0	0.184		
1	0.257		
2	0.514		
3	0.761		
4	1.018		
5	1.275		
6	1.532		
7	1.789		
8	2.046		
9	2.303		
10	2.560		
11	2.817		
12	3.074		
13	3.331		
14	3.588		
15	3.845		
16	4.102		
17	4.359		
18	4.616		
19	4.873		
20	5.130		
21	5.387		
22	5.644		
23	5.901		
24	6.158		
25	6.415		
26	6.672		
27	6.929		
28	7.186		
29	7.443		
30	7.700		
31	7.957		
32	8.214		
33	8.471		
34	8.728		
35	8.985		
36	9.242		
37	9.499		
38	9.756		
39	10.013		
40	10.270		
41	10.527		
42	10.784		
43	11.041		
44	11.298		
45	11.555		
46	11.812		
47	12.069		
48	12.326		
49	12.583		
50	12.840		
51	13.097		
52	13.354		
53	13.611		
54	13.868		
55	14.125		
56	14.382		
57	14.639		
58	14.896		
59	15.153		
60	15.410		

DP 27302 CONTINUED			CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
FEET INCHES	METRES		
61	15.667		
62	15.924		
63	16.181		
64	16.438		
65	16.695		
66	16.952		
67	17.209		
68	17.466		
69	17.723		
70	17.980		
71	18.237		
72	18.494		
73	18.751		
74	19.008		
75	19.265		
76	19.522		
77	19.779		
78	20.036		
79	20.293		
80	20.550		
81	20.807		
82	21.064		
83	21.321		
84	21.578		
85	21.835		
86	22.092		
87	22.349		
88	22.606		
89	22.863		
90	23.120		
91	23.377		
92	23.634		
93	23.891		
94	24.148		
95	24.405		
96	24.662		
97	24.919		
98	25.176		
99	25.433		
100	25.690		
101	25.947		
102	26.204		
103	26.461		
104	26.718		
105	26.975		
106	27.232		
107	27.489		
108	27.746		
109	28.003		
110	28.260		
111	28.517		
112	28.774		
113	29.031		
114	29.288		
115	29.545		
116	29.802		
117	30.059		
118	30.316		
119	30.573		
120	30.830		
121	31.087		
122	31.344		
123	31.601		
124	31.858		
125	32.115		
126	32.372		
127	32.629		
128	32.886		
129	33.143		
130	33.400		
131	33.657		
132	33.914		
133	34.171		
134	34.428		
135	34.685		
136	34.942		
137	35.199		
138	35.456		
139	35.713		
140	35.970		
141	36.227		
142	36.484		
143	36.741		
144	36.998		
145	37.255		
146	37.512		
147	37.769		
148	38.026		
149	38.283		
150	38.540		
151	38.797		
152	39.054		
153	39.311		
154	39.568		
155	39.825		
156	40.082		
157	40.339		
158	40.596		
159	40.853		
160	41.110		
161	41.367		
162	41.624		
163	41.881		
164	42.138		
165	42.395		
166	42.652		
167	42.909		
168	43.166		
169	43.423		
170	43.680		
171	43.937		
172	44.194		
173	44.451		
174	44.708		
175	44.965		
176	45.222		
177	45.479		
178	45.736		
179	45.993		
180	46.250		
181	46.507		
182	46.764		
183	47.021		
184	47.278		
185	47.535		
186	47.792		
187	48.049		
188	48.306		
189	48.563		
190	48.820		
191	49.077		
192	49.334		
193	49.591		
194	49.848		
195	50.105		
196	50.362		
197	50.619		
198	50.876		
199	51.133		
200	51.390		

DP 27302 CONTINUED			CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
FEET INCHES	METRES		
201	51.647		
202	51.904		
203	52.161		
204	52.418		
205	52.675		
206	52.932		
207	53.189		
208	53.446		
209	53.703		
210	53.960		
211	54.217		
212	54.474		
213	54.731		
214	54.988		
215	55.245		
216	55.502		
217	55.759		
218	56.016		
219	56.273		
220	56.530		
221	56.787		
222	57.044		
223	57.301		
224	57.558		
225	57.815		
226	58.072		
227	58.329		
228	58.586		
229	58.843		
230	59.100		
231	59.357		
232	59.614		
233	59.871		
234	60.128		
235	60.385		
236	60.642		
237	60.899		
238	61.156		
239	61.413		
240	61.670		
241	61.927		
242	62.184		
243	62.441		
244	62.698		
245	62.955		
246	63.212		
247	63.469		
248	63.726		
249	63.983		
250	64.240		
251	64.497		
252	64.754		
253	65.011		
254	65.268		
255	65.525		
256	65.782		
257	66.039		
258	66.296		
259	66.553		
260	66.810		
261	67.067		
262	67.324		
263	67.581		
264	67.838		
265	68.095		
266	68.352		
267	68.609		
268	68.866		
269	69.123		
270	69.380		
271	69.637		
272	69.894		
273	70.151		
274	70.408		
275	70.665		
276	70.922		
277	71.179		
278	71.436		
279	71.693		
280	71.950		
281	72.207		
282	72.464		
283	72.721		
284	72.978		
285	73.235		
286	73.492		
287	73.749		
288	74.006		
289	74.263		
290	74.520		
291	74.777		
292	75.034		
293	75.291		
294	75.548		
295	75.805		
296	76.062		
297	76.319		
298	76.576		
299	76.833		
300	77.090		

DP 27302 CONTINUED			CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
FEET INCHES	METRES		
301	77.347		
302	77.604		
303	77.861		
304	78.118		
305	78.375		
306	78.632		
307	78.889		
308	79.146		
309	79.403		
310	79.660		
311	79.917		
312	80.174		
313	80.431		
314	80.688		
315	80.945		
316	81.202		
317	81.459		
318	81.716		
319	81.973		
320	82.230		
321	82.487		
322	82.744		
323	83.001		
324	83.258		
325	83.515		
326	83.772		
327	84.029		
328	84.286		
329	84.543		
330	84.800		
331	85.057		
332	85.314		
333	85.571		
334	85.828		
335	86.085		
336	86.342		
337	86.599		
338	86.856		
339	87.113		
340	87.370		
341	87.627		
342	87.884		
343	88.141		
344	88.398		
345	88.655		
346	88.912		
347	89.169		
348	89.426		
349	89.683		
350	89.940		
351	90.197		
352	90.454		
353	90.711		
354	90.968		
355	91.225		
356	91.482		
357	91.739		
358	91.996		
359	92.253		
360	92.510		
361	92.767		
362	93.024		
363	93.281		
364	93.538		
365	93.795		
366	94.052		
367	94.309		
368	94.566		
369	94.823		
370	95.080		



Fees— £ s d  
 Lodgment : : :  
 Endorsement : : :  
 Certificate : : :  
 5:—

R.P. No. **G 763150**  
 New South Wales

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

*(This must not be disclosed in the transfer.)*  
 Copy of handwriting in this instrument should not be required for registration. Handwriting should be clear and legible and in permanent black ink on paper of suitable quality and in the required alterations.  
 Full postal address of transferee must be given.  
 If two or more state whether "as joint tenants" or "as tenants in common."  
 If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.  
 If part only of the land comprised in a Certificate of Certificates of Title is to be transferred, "and being lot, lots, D.P. or being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) entered Vol. Fol." Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.  
 Strike out if unnecessary, or suitably adjust  
 (a) if any easements are to be created or any exceptions to be made,  
 (b) if the statutory covenants implied by the Act are intended to be varied or modified.  
 Covenants should comply with the provisions of Section 83 of the Conveyancing Act 1919-1954.  
 A very short note will suffice.  
 Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.  
 Repeat attestation if necessary.  
 If the Transferee or Transferees sign by a name, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

I, ROBERT DAVID PHILIP LINDSEY  
*discharged from duty G 509672*  
 (herein called transferor)  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One hundred and sixty-five pounds (£ 165. 0. 0) (the receipt whereof is hereby acknowledged) paid to me by

RENEAL PHILIP HINES of 127 Jam Road, Forest Hill retired accountant and ESSIE HAY DAVIS of the same place, his wife (herein called transferee) do hereby transfer to the said transferees as joint tenants ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

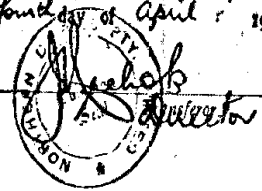
County	Parish	Reference to Title (4)			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
LOFTHOPELAND	WILSON	Part	7011	118	Lot 15 in D.P. 27309.

And the transferees covenants with the transferor as in Annexure "A" hereto

**ENCUMBRANCES, &c., REFERRED TO:**

Signed at Sydney the twenty-fourth day of April 1951.

Signed in my presence by the transferor  
LINDSEY was appointed by WHO IS PERSONALLY KNOWN TO ME authority of the Directors and in the presence of  
Shelley  
 SECRETARY



Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
Schuta - Sydney

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
J. H. Bates  
 Transferee(s).

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.  
 † N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.  
 S 22-11-51 A. R. REGISTRAR, GOVERNMENT PRINTERS.

Now being part of part comprised in Certificate of Title, Vol. 7007 Fol. 118

**G 763150** LODGED BY \_\_\_\_\_

No. \_\_\_\_\_ **CONSENT OF MORTGAGEE**  
 (N.B.—Before execution read marginal note.)

I, **CREDIT PURCHASE CORPORATION LIMITED**  
 mortgagee under Mortgage No. 6569677  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this Twenty day of April 19 57  
 SIGNED FOR and on behalf of **CREDIT PURCHASE CORPORATION LIMITED** by its Attorney **SYDNEY MERVYN MATTHEWS**  
 who is personally known to Mr. J. H. Pellis Registrar-General.

This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**  
 (To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 54612 Miscellaneous Register under the authority of which he has just executed the within Consent of Mortgagee.

Signed at Sydney the Twenty day of April 19 57  
 Signed in the presence of Mr. J. H. Pellis Registrar-General.

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

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS**

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER
D	<u>Subject blank</u>
Checked by <u>ED</u>	Particulars entered in Register Book.
	Volume <u>7438</u> Folio <u>237</u>
Passed (in S.D.B.) by <u>[Signature]</u>	
Signed by <u>[Signature]</u>	the <u>28th</u> day of <u>February</u> 19 <u>57</u> at _____ minutes past <u>4</u> o'clock in the <u>after</u> noon.
	<u>J. H. Pellis</u> Registrar-General

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1 _____	Received Docs. Nos.
2 _____	Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<u>[Signature]</u>	<u>2/27/57</u>
Draft examined	<u>[Signature]</u>	<u>2/27/57</u>
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol. <u>7438</u>	Folio <u>237</u>	

57/3

**EXECUTION OUTSIDE NEW SOUTH WALES.**  
 Execution may be proved where the parties are resident—  
 (a) in any part of the British Dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or Notary Public.  
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Honorary Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office of Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one or more of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:— Upon lodgment (a) £-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

"A"

This is the annexure marked "A" referred to in the accompanying Transfer from  
NORTHERN DAIRIES PTY. LIMITED to ~~.....~~ dated the 1st day of May, 1957.

AND the transferees for themselves their executors administrators and assigns  
or other the registered proprietor or proprietors for the time being of the  
land hereinbefore described hereby covenant with the transferor its successors  
and assigns for the benefit of the adjoining land owned by the transferor but  
only during the ownership thereof by the transferor its successors and assigns  
other than transferees on sale that no fence shall be erected on the land  
hereby transferred to divide it from such adjoining land of the transferor  
being the Public Garden and Recreation Space and untransferred lots in Certificate  
of Title Volume 7211 Folio 118 without the consent of the transferor but such  
consent shall not be withheld if such fence is erected without expense to the  
transferor its successors or assigns and in favour of any person dealing with  
the transferees their executors administrators or assigns such consent shall be  
deemed to have been given in respect of every such fence for the time being  
erected.

AND for the purpose of Section 88 of the Conveyancing Act 1919-1954, it is  
hereby agreed and declared that:-

- (a) the benefit of the foregoing covenant shall be appurtenant to the adjoining  
land of the transferor being the Public Garden and Recreation Space and  
untransferred lots in Certificate of Title Volume 7211 Folio 118 but upon  
transfer of such adjoining land this covenant shall become absolutely void
- (b) the burden of the foregoing covenant is upon the land transferred by this  
instrument
- (c) the above covenant may be released varied or modified with the consent of  
the transferor its successors and assigns.

THE COMMON SEAL of NORTHERN DAIRIES  
PTY. LIMITED was herewith affixed by  
authority of the Directors and in the  
presence of:-



*Shelley Pearce*

*[Signature]*

*Doris Fern Turner*  
Transferee

*[Signature]*

J.P. Kennell & Co.,  
Solicitors  
117 Pitt Street,  
Sydney

358716 Original 14/9

Municipality/Shire of WYONG.

# Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 732

COUNCIL CHAMBERS WYONG.

2nd June, 1955.

### APPLICANT

(Name) BANNISTER & HUNTER.  
(Surname First)

(Address) Surveyors, Mann Street, GOSFORD.

### OWNER

(Name) McCONNELL, Reginald and May Alice Mrs.

(Address) BERKELEY VALE.

### NEW ROAD (Particulars)

**SUBDIVISION (Particulars)** Part of Portion 24, Parish of Tuggarah, County of Northumberland.

**B**

### CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described and more particularly set out on the accompanying plan (Insert New Road or Sub-division)

~~having the Council's seal~~ and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 732 of 2nd June, 1955."

The Registrar General is requested to return this file to me

The Shire Clerk, WYONG.

Dear Sir,  
Subdivision plan covered by your Certificate No. \* 732 dated 2nd June, 1955.

Plan No. \* ..... has been registered as †.....

Council to complete where marked \* and add address in space on back. Registrar General to complete where marked †.

T. WELLS,  
Registrar General.  
per.....



12 JUN 1957 R.P. 13.

25 SEP 1955 AUG 25 10 04



Fees:—  
Lodgment  
Endorsement  
Certificates  
R/W: 10  
55

New South Wales G 358716  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900)

(Trusts must not be disclosed in the transfer)

WE, REGINALD McCONNELL of Berkley Vale, Farmer and MARY ALICE McCONNELL of Berkley Vale, Married Woman

(herein called transferors)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Three thousand two hundred and fifty pounds

(£ 3250---) (the receipt whereof is hereby acknowledged) paid to us by

NORTHERN DAIRIES PTY. LIMITED, a Company duly incorporated under the provisions of the Companies Act 1936 and having its registered office at 129 Phillip Street, Sydney (herein called transferee) do hereby transfer to the said transferee

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
<u>NORTHUMBERLAND</u>	<u>TUGGERAH</u>	<u>PART</u>	<u>6165</u> <u>6165</u>	<u>172</u> <u>172</u>	That piece of land shown on the plan hereunto annexed and marked with the letter "A" containing an area of 147 acres 2 roods

And the transferors covenant with the transferee EXCEPTING thereout the 100 foot reservation being the land coloured yellow on the said Certificates of Title and the bed of Tumbi Umbi Creek coloured blue on the said Certificates of Title together with full and free right of carriage way as appurtenant to the land hereby transferred over all that piece of land being part of the land described in Certificates of Title aforesaid and being that piece of land marked "site of proposed right of way variable width" on the said plan being that piece of land shown on the plan hereunto annexed and marked with the letter "A" containing an area of 147 acres 2 roods

ENCUMBRANCES, &c., REFERRED TO\*

Reservations of all mines of gold and silver

PLAN REFILED IN PLAN ROOM AS F.P. 397098

Signed at Sydney the 8<sup>th</sup> day of August 1955.  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME  
[Signature]

Signed in my presence by the transferor who is personally known to me -  
[Signature]

.....  
Transferor.

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

THE COMMON SEAL of NORTHERN DAIRIES PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of  
[Signature]

[Signature]  
Transferee(s).

THIS SPACE TO BE LEFT FREE FROM NOTATION.  
NOT TO BE ALTERED BY ERASURE—See Note

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-fading ink.

a. If a lessor, strike out "in fee simple" and interline the required alteration.

b. Full postal address of transferee must be shown.

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

d. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate or grant registered Vol. Fol. Where the consent of the local council is required to a subdivision of the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

f. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. There also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

g. A very short note will suffice.

h. If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i. Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. 358716 **LODGED BY** F. L. CHURCH **SOLICITORS**  
183 FITZ STREET  
**SYDNEY**  
**CONSENT OF MORTGAGEE!**  
*(N.B.—Before execution read marginal note.)*

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

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_  
 who is personally known to me. \_\_\_\_\_  
 Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of— \_\_\_\_\_

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

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!**

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	<i>log with Rec of Conveyances</i>	
Checked by	Particulars entered in Register Book,	1. _____ Received Docs.
	Volume <u>6165</u> Folio <u>5172 &amp; 173</u>	
Passed (in S.D.B.) by	the <u>21st</u> day of <u>November</u> 19 <u>86</u> at _____	3. _____
EXTRA FEES	J. H. Pells Registrar-General.	5. _____
Diagram	_____	7. _____

**PROGRESS RECORD.**

	Initials	Date
Survey Branch from Records	J	5.11.86
Written ...	K.P.	6.11.86
Examined ...	Ry	11/11
prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engrossers ...		
Cancellation Clerk ...		

VOL. 7211 FOL. 118

**EXECUTION OUTSIDE NEW SOUTH WALES.**

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

**DEALINGS TO FOLLOW**

S & J O'Donnell Pty Ltd  
PO Box 5474  
CHITTAWAY BAY NSW 2261

## SECTION 10.7(2) PLANNING CERTIFICATE

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

**Fee Paid:** \$53.00

**Receipt No:**

**Receipt Date:** 26 August 2022

**Property Address:** 25 Gregory Street, BERKELEY VALE NSW 2261

**Property Description:** Lot 13 DP 27302

**Property Owner:** Mr J D Stead

**Certificate No:** 51803

**Reference No:** 22030:218714

**Date of Issue:** 26-Aug-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**

<b>1</b>	<b>RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
----------	--

**(1) Environmental Planning Instruments which apply to the land**

Central Coast Local Environmental Plan 2022

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

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

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

State Environment Planning Policy (Primary Production) 2021

State Environment Planning Policy (Transport and Infrastructure) 2021

State Environment Planning Policy (Biodiversity and Conservation) 2021

State Environment Planning Policy (Resilience and Hazards) 2021

State Environment Planning Policy (Industry and Employment) 2021

State Environment Planning Policy (Resources and Energy) 2021

State Environment Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

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

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

Proposed State Environmental Planning Policy (Regional Infrastructure Contributions)

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Primary Production) 2021

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

Standard Instrument (Local Environmental Plans) Order 2006

**(3) Development Control Plans applying to the land**

Central Coast Development Control Plan 2022 applies to this land.

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS</b>
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**(a) Identity of the Zone**

Lot 13 DP 27302

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**

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

**(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

<b>2A</b>	<b>ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006</b>
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Not applicable to Central Coast Local Government Area

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<b>3</b>	<b>COMPLYING DEVELOPMENT</b>
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**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 General Housing Code **may** be carried out on the land.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may** be carried out on the land providing the land is not less than the minimum lot size for the erection of a dwelling house under the Wyong Local Environmental Plan 2013.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land.

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** be carried out on the land.

#### 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.

<b>4, 4A</b>	<b>(Repealed)</b>
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<b>4B</b>	<b>ANNUAL CHARGES FOR COASTAL PROTECTION SERVICES UNDER LOCAL GOVERNMENT ACT 1993</b>
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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.

<b>5</b>	<b>MINE SUBSIDENCE</b>
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The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

<b>6</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
----------	---

(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.

<b>7</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK</b>
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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 3

<b>7A</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION</b>
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- (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.

<b>8</b>	<b>LAND RESERVED FOR ACQUISITION</b>
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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

<b>9</b>	<b>CONTRIBUTION PLANS</b>
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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

<b>9A</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
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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*.

<b>10</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
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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*.

<b>10A</b>	<b>NATIVE VEGETATION CLEARING SET ASIDES</b>
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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.

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
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The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

<b>12</b>	<b>PROPERTY VEGETATION PLAN</b>
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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*.

<b>13</b>	<b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b>
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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.

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<b>14</b>	<b>DIRECTIONS UNDER PART 3A</b>
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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.

<b>15</b>	<b>SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING</b>
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, 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.

<b>16</b>	<b>SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS</b>
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, 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.

<b>17</b>	<b>SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, 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.

<b>18</b>	<b>PAPER SUBDIVISION INFORMATION</b>
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(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*.

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<b>19</b>	<b>SITE VERIFICATION CERTIFICATE</b>
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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.

<b>20</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
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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.

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

<b>22</b>	<b>STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020</b>
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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 Central Coast Local Environmental Plan 2022

1 Objectives of zone

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

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003  
**Your Ref:** 22030:218714

30 August 2022

S & J O'Donnell Pty Ltd  
PO Box 5474  
CHITTAWAY BAY NSW 2261

Dear Sir/Madam

**25 Gregory Street, BERKELEY VALE NSW 2261**  
**Lot 13 DP 27302**

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

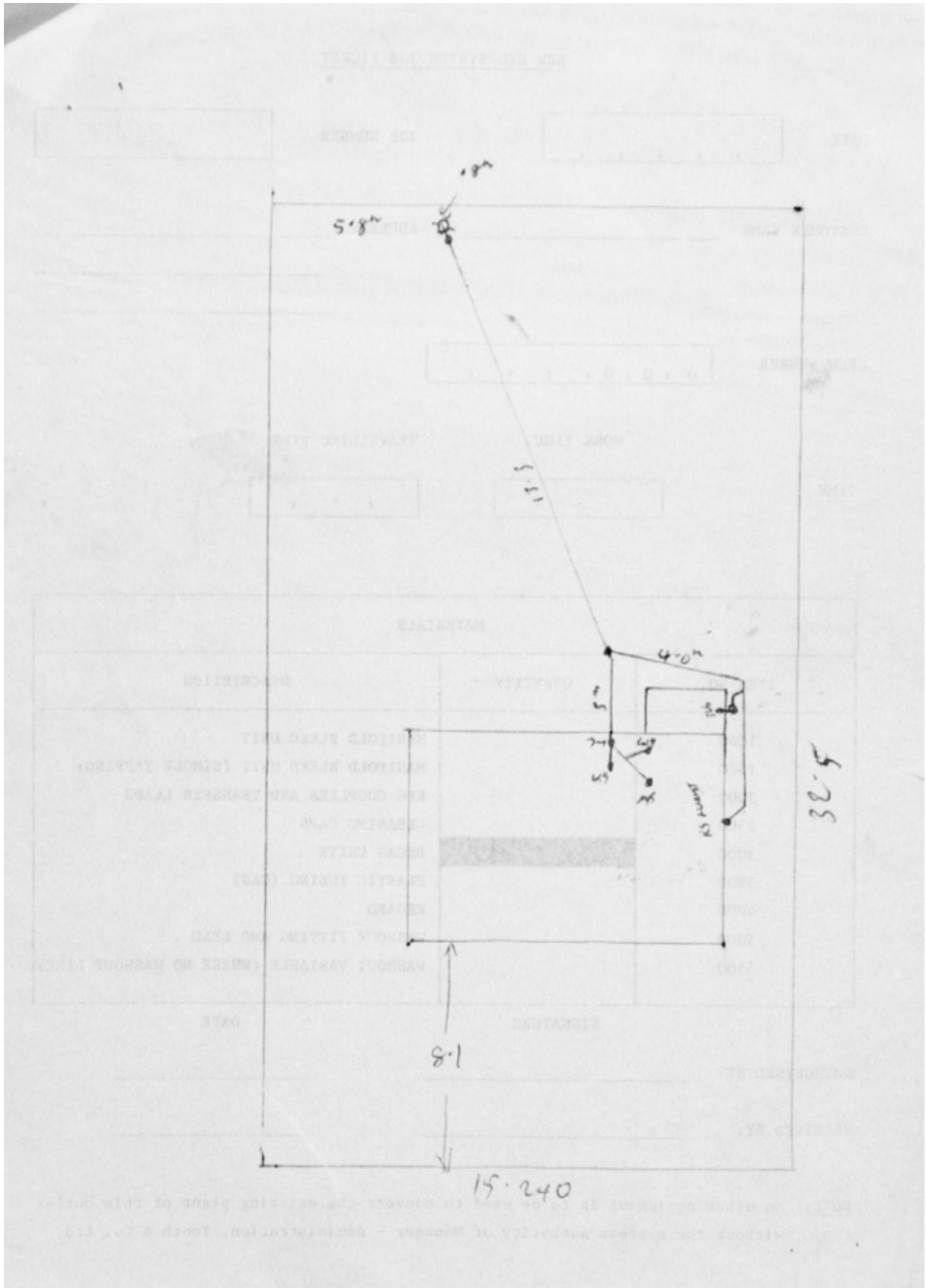
A handwritten signature in black ink, appearing to read "Jenny Downing".

Jenny Downing  
**Signed on Behalf of Central Coast Council**

Attachment:



25 Gregory Street, BERKELEY VALE NSW 2261  
Lot 13 DP 27302







ABN 73 149 644 003  
28 March 2017

Direct2U Law & Conveyancing  
DX 7313  
WYONG

Dear Sir/Madam

**Property:** Lot 13 DP 27302  
25 Gregory Street, BERKELEY VALE NSW 2281  
**Your Reference:** 170114 TWADDELL:102689

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 Wyong Water by telephoning (02) 4350 3116

Yours faithfully

A handwritten signature in black ink, appearing to be "Tim Ennis".

Tim Ennis  
**Signed on Behalf of Council**

Attach



Wyong Office: 2 Healy St / PO Box 20 Wyong NSW 2259 | P 02 4350 5555 DX 7306  
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | P 02 4325 8222  
E [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | W [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



## Surveyors Certificate

3rd March, 1999  
Ref No GO:5475

Lot 13 DP27302 situated at Berkeley Vale in the Shire of Wyong, Parish of Tuggerah, County of Northumberland and being the land mentioned in Folio Identifier 13/27302

### ANTHONY

I have surveyed for identification purposes the above described land, shown edged red on the attached sketch, and I hereby report that:

The land is available.

The land is situated having a frontage of 15.24 metres to Gregory Street, Berkeley Vale with side boundaries of 32.945 & 30.215 metres and contains an area of 480.6 square metres or thereabouts.

Standing upon the subject land and located wholly within its boundaries there is erected a brick & timber cottage, having roofing of tile. The cottage being known as No.25 Gregory Street, Berkeley Vale.

The cottage **complies** with the provisions of Parts 2 & 4(a) of Clause 57 of the Local Government (Approvals), Regulations 1993, as amended, as regards the position of its walls eaves & gutters in relation to the boundaries.

Also standing upon and located wholly within the boundaries of the subject land there is erected a timber deck, timber pergola, metal shed and a semi in-ground swimming pool.

The cottage complies with Wyong Shire Councils required setback distance.

The subject land is **burdened** by Covenant G763150 the terms of which have not been reported upon.

No other apparent easements or covenants burden the subject land.

The subject land is partly enclosed by fencing as shown on the attached sketch and except for fencing irregularities, there are no visible encroachments by or upon the subject land.



Wayne C. Dowdle  
Registered Surveyor

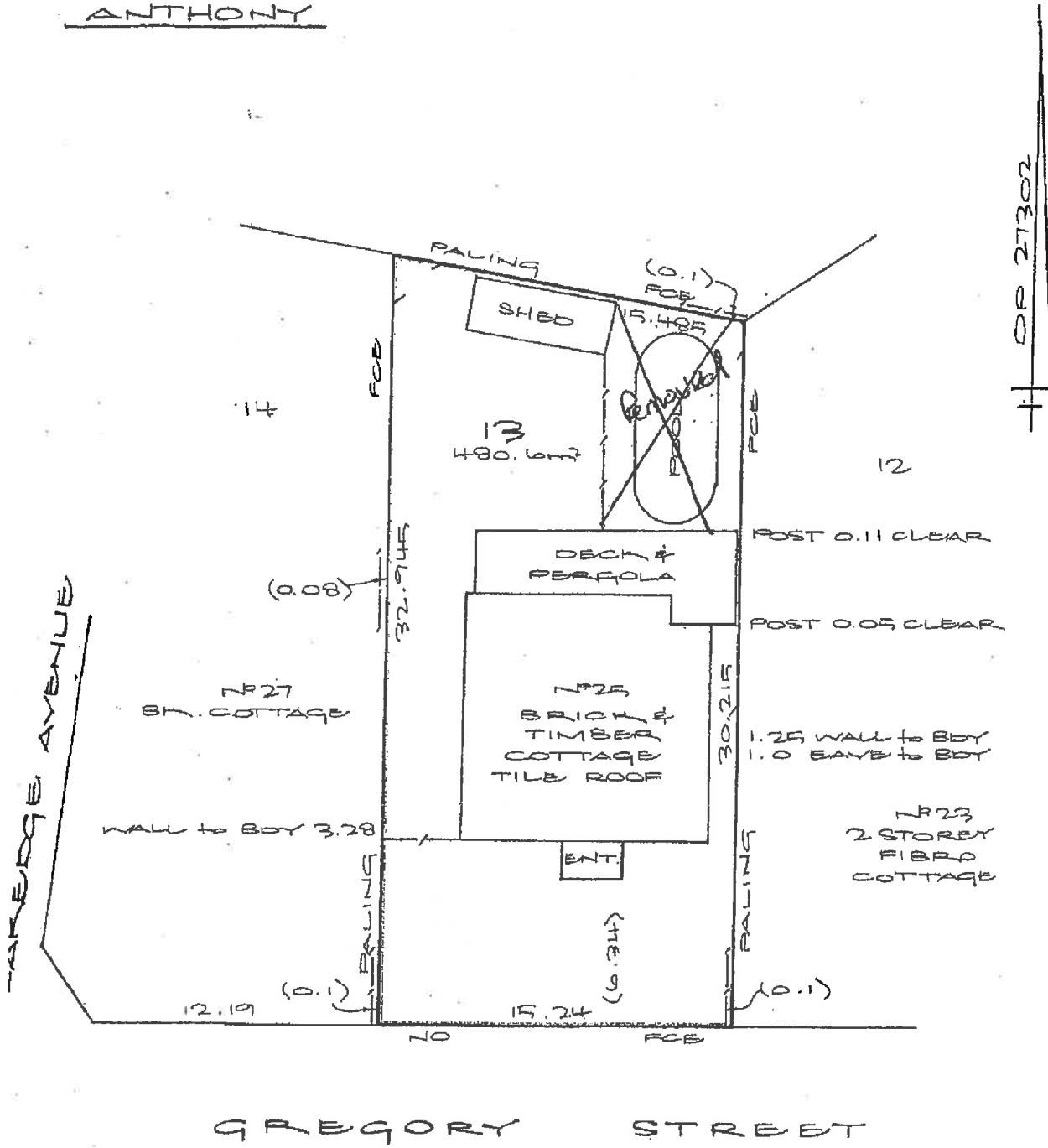


WAYNE DOWDLE & ASSOCIATES  
Consulting Surveyors

P.O. Box 158 Ph 02-43443553  
Woy Woy 2256 Fax 02-43446636

SKETCH REFERRED TO IN MY REPORT DATED 3rd MARCH, 1999.

ANTHONY



RED. RATIO 1:250  
REP. N<sup>o</sup> 90: 3475

*Wayne C. Dowdle*  
WAYNE C. DOWDLE  
REGISTERED SURVEYOR

Murray Hills/kg  
BC/32/2013

14 May 2013

Dear

**Property:** Lot 13 DP 27302, 25 Gregory Street, BERKELEY VALE NSW 2261

In response to your recent application, enclosed is Building Certificate No BC/32/2013, issued under the Environmental Planning and Assessment Act, 1979.

Should you require any further information regarding the application, please contact Council.

Yours faithfully

A handwritten signature in black ink, appearing to read 'M. Hills', written over a horizontal line.

Murray Hills  
HEALTH AND BUILDING SURVEYOR

14 May 2013

## BUILDING CERTIFICATE

Issued under the Environmental Planning and Assessment Act 1979, Section 149D

### COUNCIL CERTIFIES THAT:-

In relation to the building or part of the building identified below:-

- (a) There is no matter discernible by the exercise of reasonable care and skill that would entitle the council, under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993:
- (i) to order the building to be demolished, altered, added to or rebuilt, or
  - (ii) take proceedings for an order or injunction requiring the building to be demolished, altered, added to or rebuilt, or
  - (iii) to take proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, or
- (b) There is such a matter but, in the circumstances, the council does not propose to make any such order or take any such proceedings.

- NOTE: This certificate operates to prevent the council:
- (i) from making an order (or taking proceedings for the making of an order or injunction) under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
  - (ii) from taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,

In relation to matters existing or occurring before the date of issue of this certificate.

This certificate also operates to prevent the council, for a period of 7 years from the date of issue of this certificate; from making an order or taking proceedings detailed in (i) and (ii) above in relation to matters arising only from the deterioration of the building as a result solely of fair wear and tear.

This certificate does not operate to prevent the council:

- (a) from making order No. 6 in the Table to section 121B of the Environmental Planning and Assessment Act 1979, or
- (b) from taking proceedings against any person under section 125 of the Environmental Planning and Assessment Act 1979 with respect to that person's failure:
  - (i) to obtain a development consent with respect to the erection or use of the building, or
  - (ii) to comply with the conditions of a development consent.

**Street Address:** 25 Gregory Street, BERKELEYVALE NSW 2261  
**Lot & DP:** Lot 13 DP 27302  
**Classification of Building:** Class 1a  
**Whole/Part:** Whole  
**Description of Part:** Dwelling  
**Owner:**  
**Date of Inspection:** 13 May 2013

The following written information was used by Council in deciding to issue this certificate:  
Copy of Survey Report prepared by Wayne Dowdle & Associates dated 3 March 1999.

**Application Number/s:** BA/1641/1983 – Dwelling (finalised)  
BA/1818/1994 – Enclosed Deck (finalised)

**Date of Certificate:** 14 May 2013  
**Applicant's Name:**  
**Applicant's Address:** 25 Gregory St, BERKELEYVALE NSW 2261



Murray Hills  
HEALTH AND BUILDING SURVEYOR

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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;

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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