

# Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Fuse Property</b> PO Box 7079 Karabar NSW 2620	Phone 0499 350 757 Fax Ref Kellie O'Connor
co-agent vendor	<b>CPSPV NO 1 PTY LTD ACN 619 573 894</b> 351 Marked Tree Road, Gundaroo NSW 2620	
vendor's solicitor	<b>Lexmerca Lawyers</b> 86 Northbourne Avenue Braddon ACT 2612	Phone +61 (2) 6181 2900 Fax +61 (2) 6181 2911 Ref Lara Deards
date for completion	On or before 30 days from the Contract Date (clause 15)	
land	3 Davis Close Bungendore NSW 2621 being Lot 10 in Deposited Plan 1253231 with folio identifier 10/1253231	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to lease	
improvements	<input 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 checked="" type="checkbox"/> none <input type="checkbox"/> other: vacant land	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

<b>A real estate agent is permitted by <i>legislation</i> to fill up the items in this box in a sale of residential property.</b>			
inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings
	<input type="checkbox"/> built in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Nil – vacant land	
exclusions			
purchaser			
purchaser's solicitor	Phone Fax Ref		
price	Including GST		
deposit	(10% of the price, unless otherwise stated)		
balance			
contract date	(if not stated, the date this contract was made)		
buyer's agent			

**vendor** \_\_\_\_\_

\_\_\_\_\_ **witness**

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

\_\_\_\_\_ **witness**

## Choices

vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes  
**proposed electronic transaction** (clause 30) ☐ NO ☒ yes

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

**land tax** is adjustable ☐ NO ☒ yes  
**GST:** Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent  
 margin scheme will be used in making the taxable supply ☐ NO ☒ yes  
 This sale is not a taxable supply because (one or more of the following may apply) the sale is:  
☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))  
☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))  
☐ GST-free because the sale is the supply of a going concern under section 38-325  
☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O  
☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an RW 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 as per special conditions.

**RW payment (residential withholding payment) – further details (however see Special Conditions)**

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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: CPSPV NO 1 PTY LTD ACN 619 573 894

Supplier's ABN: 37 619 573 894

Supplier's business address: 351 Marked Tree Road, Gundaroo NSW 2620

Supplier's email address: reception@lexmerca.com.au

Supplier's phone number: +61 (2) 6181 2900

Supplier's proportion of **RW payment**: one supplier only, and that supplier's proportion is all of the **RW Payment**, being 7% of the Price

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

Amount purchaser must pay – price multiplied by the RW rate (residential withholding rate): 7% of the Price

Amount must be paid: ☒ AT COMPLETION but see Special Conditions ☐ 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: Not Applicable

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

## List of Documents

**General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefitting land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

**Home Building Act 1989**

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

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

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

**Other**

- ☐ 58

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

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## Contract Execution Page

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### Vendor

Executed by **CPSPV NO 1 PTY LTD ACN 619 573**

**894** in accordance with Section 127 of the  
Corporations Act 2001:

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Signature of sole director

MARTYN JAMES O'CONNOR

---

Name of sole director

### Purchaser

*[Purchaser Execution may also be undertaken on the Schedule]*

#### Executed by

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in accordance with Section 127 of the  
Corporations Act 2001:

---

Signature of director

---

Signature of director/company secretary

(Please delete as applicable)

---

Name of director (print)

---

Name of director/company secretary (print)

#### Signed, Sealed & Delivered by

---

in the presence of:

---

Signature of witness

---

Signature of Purchaser

---

Name of witness (print)

---

Name of Purchaser

**Signed, Sealed & Delivered by**

---

in the presence of:

---

Signature of witness

---

Signature of Purchaser

---

Name of witness (print)

---

Name of Purchaser

**Signed, Sealed & Delivered by**

---

in the presence of:

---

Signature of witness

---

Signature of Purchaser

---

Name of witness (print)

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Name of Purchaser



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## **Special Conditions**

### ***Additional to The Law Society of New South Wales and The Real Estate Institute of New South Wales - Contract for the sale and purchase of land – 2018 Edition***

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These Special Conditions apply in addition to the Printed Terms, however in the event of any inconsistency these Special Conditions prevail.

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# 1. Definitions and Interpretation

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## 1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

**ADI** means an Authorised Deposit-taking Institution as defined *Banking Act 1959* and regulated by APRA;

**APRA** means the Australian Prudential Regulation Authority;

**Australian Bank** means an ADI that is listed as an Australian-owned Bank by APRA;

**Australian Bank Cheque** means a cheque drawn on itself, and signed by, an Australian Bank;

**Compliance Bond** means an amount of \$3,000.00;

**Control** of a corporation or a trust of which the corporation is a trustee, means having a legal and/or beneficial interest of any kind of more than 49.9% in any of the capital, income, profits, revenue, distributions or net liquidation proceeds of that corporation or trust;

**Controlled**, in reference to a corporation or trust of which the corporation is a trustee, has a meaning corresponding to Control;

**Controller** is defined in the Corporations Act;

**Corporations Act** means the *Corporations Act 2001* (Cwth) and includes any subordinate law made pursuant to that Act;

**Cost** means any cost, fee, charge, payment, expense, outgoing or other expenditure of any nature;

**Date for Completion** means the date for completion as shown in the Schedule;

**Deposit Bond** means a deposit insurance bond or bank guarantee for the amount of the Deposit (or an Instalment of the Deposit) in a form acceptable to the Vendor;

**Insolvent** means a person or entity that:

- (a) is (or states that it is) under administration or insolvent (each as defined in the Corporations Act);
- (b) becomes bankrupt;
- (c) has a Controller appointed;
- (d) is in liquidation;
- (e) is in provisional liquidation;
- (f) is under administration;
- (g) is wound up;
- (h) has had a Receiver appointed to any part of its property;
- (i) is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any Statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Vendor);
- (j) an application or order has been made against (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other

action taken, in each case in connection with that person, which is preparatory to or could result in any of (a)-(i) above;

- (k) is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (l) is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Vendor reasonably deduces it is so subject);
- (m) is otherwise unable to pay its debts when they fall due;
- (n) arranges a meeting of creditors for the purpose of making arrangements for management of debts; or
- (o) something having a substantially similar effect to (a) to (n) happens in connection with that person or entity under the law of any jurisdiction;

**Instalment** in reference to the Deposit means any of the First Instalment or Second Instalment as defined in Special Condition 5;

**Interest** means interest at the Interest Rate;

**Interest Rate** means the rate 10% per annum calculated on a daily basis;

**Laundering Laws** means any and all legislative instrument, regulation and other law relating to the prevention of money laundering and financial crime in Australia or in other countries;

**NSW** means New South Wales;

**PPS Act** means the *Personal Property Securities Act 2009*;

**PPSR** means the Personal Property Securities Register administered pursuant to the PPS Act;

**Price** is defined in the Schedule;

**Printed Terms** means the standard Law Society of NSW and Real Estate Institute of NSW Contract for sale and purchase of land edition 2018 clauses 1 to 31 inclusive, however it is noted that the Printed Terms are varied by these Special Conditions;

**Prohibited Entity** includes the following:

- (a) a person or entity that is a “terrorist organisation” as defined in Division 102 of the *Criminal Code Act 1995* (Cwth); and
- (b) a person or entity that has a connection with certain countries or named individuals or entities subject to international sanctions, or is associated with terrorism, including:
  - (i) a persons or entity listed by the Minister for Foreign Affairs in the Commonwealth Gazette pursuant to the *Charter of the United Nations Act 1945* (Cwth) and/or the *Autonomous Sanctions Act 2011* (Cwth); and
  - (ii) a person or entity on any other list of terrorists or terrorist organisations maintained under the rules and regulations of the Australian Department of Foreign Affairs and Trade or under any law; and
- (c) a person or entity listed by the Minister for Foreign Affairs, or prescribed by regulation made by the Governor General of Australia, under the *Charter of the United Nations Act 1945* (Cwth) and/or the *Autonomous Sanctions Act 2011* (Cwth); or
- (d) a person that the Reserve Bank of Australia has made a direction in relation to under the *Banking (Foreign Exchange) Regulations 1959* (Cwth) and/or the *Autonomous Sanctions Regulations 2011* (Cwth);

**Purchaser** is defined in the Schedule;

**Purchaser's Solicitor** is defined in the Schedule, however if the Vendor's Solicitor is notified of a different solicitor acting on behalf of the Purchaser for matters relating to this Contract, then Purchaser's Solicitor refers to that new solicitor;

**Raise Issue** means any of (and any combination of) the following:

- (a) make any claim (for damages or otherwise);
- (b) make any requisition;
- (c) object;
- (d) deduct, or seek to deduct, from any monies otherwise payable to the Vendor;
- (e) retain, or seek to retain, any monies otherwise payable to the Vendor;
- (f) rescind this Contract;
- (g) terminate this Contract;
- (h) require works to be undertaken to the Land;
- (i) require any documents, certificates, approvals or similar; or
- (j) delay Completion;

**Receiver** includes receiver or receiver and manager;

**Related Entity** is defined in the Corporations Act;

**Schedule** means the schedule of information in this Contract shown on the first page;

**Special Completion Address** means the ACT Law Society Settlements Room, First Floor, 11 London Circuit, Canberra City ACT;

**Special Conditions** means the conditions of this Contract noted 'Special Conditions' numbered 1 to 20;

**Statute** includes an act, regulation, ordinance, by-law and any other delegated legislation;

**Transact with** means assign, novate, transfer, declare a trust over or otherwise dispose or procure or effect the disposal of, or in any way whatsoever deal with, any legal or equitable interest in, or rights in respect of;

**Ultimate Holding Company** is defined in the Corporations Act;

**Vendor** is defined in the Schedule; and

**Vendor's Solicitor** is defined in the Schedule, however if the Purchaser or Purchaser's Solicitor is notified of a different solicitor acting on behalf of the Vendor for matters relating to this Contract, then Vendor's Solicitor refers to that new solicitor.

## 1.2 Interpretation

In this Contract, the following provisions regarding interpretation apply, unless excluded by the context:

- (a) words importing one gender include every gender;
- (b) where this Contract provides that a party cannot make a claim, delay completion, rescind and/or terminate in relation to a matter, then that party also cannot Raise Issue in relation to the matter;

- (c) 'person' includes a firm, body corporate, unincorporated association, corporation, partnership, joint venture, association, authority, trust, state, government or governmental instrumentality and vice versa;
- (d) references to an agreement, promise, representation or warranty:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (e) a reference to:
  - (i) a document includes any variation or replacement of it;
  - (ii) a thing includes the whole and each part of it;
  - (iii) a time of day means that time of day in NSW;
  - (iv) a day means a period of time commencing and ending 24 hours later;
  - (v) 'currency', 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
  - (vi) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually;
  - (vii) the president of a body or authority includes any person acting in that capacity;
  - (viii) a recital, clause, paragraph, schedule, Special Condition or annexure is a reference to a recital, clause, paragraph, schedule, Special Condition or annexure of or to this Contract;
  - (ix) a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
  - (x) this Contract includes all annexures, schedules and documents attached to it;
  - (xi) the Land or the Property includes, where appropriate, a reference to a part of the Land or the Property; and
  - (xii) this Contract or to any other deed, agreement or document includes, respectively, this Contract or that other deed, agreement or document as amended, novated, supplemented, varied or replaced; and
- (f) covenants implied by Statute are not incorporated in this Contract, unless the relevant Statute provides certain covenants must be implied and cannot be excluded by agreement;
- (g) where words or phrases are given a defined meaning, any other part of speech or other grammatical form of those words or phrases shall have a corresponding meaning;
- (h) the word 'including' and similar expressions are not and must not be treated as words of limitation;
- (i) these Special Conditions apply in addition to the Printed Terms, however in the event of any inconsistency these Special Conditions prevail;
- (j) terms defined in the Printed Terms which are not defined in the Special Conditions have the meaning given to them in the Printed Terms;

- (k) any covenant or deed by a party not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use its best endeavours to prevent such act or thing being done by another person;
- (l) if there is any discrepancy between any printed words and any handwritten words, the latter prevails;
- (m) any provision in this Contract that is void, invalid or unenforceable, and is capable of remedy by being read down or varied, must be so read down or varied as the circumstances may require;
- (n) if any provision in this Contract is or is declared by any Court or Tribunal to be void or unenforceable in whole or in part, this Contract remains binding on the parties, except for that provision, unless it is part of an essential condition as defined herein, in which case the Vendor may terminate this Contract effective at any time by notice in writing without liability for any compensation and without affecting any antecedent rights;
- (o) this Contract and guarantee, if any, on due execution, has the effect of a deed, even though the Contract is not registered;
- (p) this Contract is governed and construed in accordance with the law of NSW;
- (q) this Contract was drafted with the joint participation of the parties. No provision of this Contract may be construed adversely to a party solely on the ground that the party was responsible for the original preparation of this Contract or that particular provision.

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## 2. Variations to Printed Terms

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### 2.1 Variations

The Printed Terms apply to this Contract, however are amended as follows:

- (a) clause 1, the definition of *settlement cheque* is deleted and replaced with 'an Australian Bank Cheque';
- (b) clause 1, the definition of *depositholder* is deleted and replaced with 'vendor's *solicitor*';
- (c) clause 2.4, the words 'by giving cash (up to \$2,000) or' are deleted;
- (d) clause 2.9 is deleted;
- (e) clause 3 is deleted;
- (f) clause 4.1, the word '*Normally*' is replaced with the words 'if the Vendor's *solicitor* does not provide the Purchaser's *solicitor* with a form of transfer, duly executed by the Vendor, on the Contract date';
- (g) clause 4.1.1, the words ' ; and ' are deleted and replaced with a full stop;
- (h) clause 4.1.2 is deleted;
- (i) clause 5 is deleted;
- (j) clause 7.1.1, the number '5' is replaced with the number '1';
- (k) clause 7.2.1, the number '10' is replaced with the number '1';
- (l) clause 7.2.2 is deleted;
- (m) clause 7.2.5 is deleted;

- (n) clause 9.3.1, the word 'reasonable' is deleted;
- (o) clause 11 is deleted;
- (p) clause 12 is deleted;
- (q) clause 16.5, the words 'plus another 20% of that fee' are deleted;
- (r) clause 16.7, the words 'cash (up to \$2,000) or' are deleted;
- (s) clause 16.8 is deleted;
- (t) clause 17.2.1, the words ' ; and' are replaced with a full stop;
- (u) clause 17.2.2 is deleted;
- (v) clause 19.2.3 is deleted;
- (w) clause 20.6.5 is replaced with the following:

"20.6.5 served if it is sent by fax to the party's solicitor. The document will be deemed to have been duly served when the transmission has been completed except where:

- (A) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document will be deemed not to have been served; or
  - (B) the transmission is made on a day which is not a business day or after 5.00pm on a business day, in which cases the document will be deemed to have been served at 9.00am on the next business day;"
- (x) clause 23 is deleted;
  - (y) clause 24 is deleted;
  - (z) clause 25 is deleted;
  - (aa) clause 27 is deleted;
  - (bb) clause 28 is deleted; and
  - (cc) clause 29 is deleted.

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### **3. Representations, Statements and Warranties**

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#### **3.1 Whole Contract**

This Contract comprises the whole of the agreement between the parties in relation to the subject matter of this Contract, and supersedes any prior agreement, arrangement, advice, material supplied to the Purchaser or understanding on anything connected with the subject matter of this Contract.

#### **3.2 No Representations**

- (a) The Vendor does not make any representation, statement or warranty outside of those specifically provided for in this Contract or implied into this Contract at law (which cannot be contractually excluded).
- (b) The Purchaser does not rely on any representation, statement or warranty made by the Vendor outside of those specifically provided for in this Contract or implied into this Contract at law (which cannot be contractually excluded).

- (c) The Purchaser warrants that it will not claim reliance upon any representation, statement or warranty that is not specifically provided for in this Contract or implied into this Contract at law (which cannot be contractually excluded).
- (d) The Purchaser warrants that it will not claim any collateral contract exists in relation to any matter that forms part of the subject matter of this Contract.

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## **4. Exchange**

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### **4.1 Counterparts**

- (a) This Contract may be executed in a number of counterparts. All counterparts taken together constitute this Contract.

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## **5. Purchaser Acknowledgements**

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### **5.1 Condition of Property**

The Purchaser acknowledges and agrees that:

- (a) the Purchaser purchases the Property:
  - (i) relying on the Purchaser's own knowledge, inspection and enquiries;
  - (ii) on the basis that the Purchaser is deemed to have knowledge of any matter reasonably capable of being found or discovered by the Purchaser had the Purchaser undertaken the usual enquiries and searches about the Property (as would reasonably be expected of a prudent buyer of property of similar nature to the Property) in a proper and diligent manner;
  - (iii) in its present condition and state of repair;
  - (iv) subject to all legal and physical defects (latent or patent), infestations and dilapidation;
  - (v) subject to any matter known to the Purchaser, or any matter that the Purchaser is deemed to have knowledge of;
- (b) the Purchaser was provided with a reasonable opportunity to:
  - (i) inspect, review, and take advice on the terms and conditions of this Contract; and
  - (ii) undertake all usual enquiries and searches about the Property (as would reasonably be expected of a prudent buyer of property of similar nature to the Property) in a proper and diligent manner;
- (c) the Purchaser is aware of what the Property may be used for, and all restrictions and prohibitions on the permitted use of the Property;
- (d) the Purchaser is aware of what development opportunities (or lack thereof) there may be for the Property; and
- (e) any warranties made by or on behalf of the Vendor, express or implied, as to the permitted uses of the Property or its development potential are excluded.

### **5.2 Purchaser Claims Excluded**

The Purchaser cannot Raise Issue in relation to any matter referred to, disclosed under, or described in the matters stated in Special Condition 5.1.

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## 6. Deposit

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### 5.1 Deposit by Instalments

- (a) The Purchaser must pay the Deposit to the *depositholder* on the Contract date.
- (b) Notwithstanding Special Condition 5.1(a), the Vendor will accept payment of the Deposit in two (2) instalments which the Purchaser must pay as follows:
  - (i) the sum of \$1,000.00 by cheque on the Contract date ('First Instalment');
  - (ii) the balance of the Deposit (being 10% of the Price minus the amount of the First Instalment) by Australian Bank Cheque on the Date for Completion ('Second Instalment').
- (c) Time is of the essence with regard to payment of each Instalment referred to in Special Condition 5.1(b).
- (d) The Deposit becomes the Vendor's property on the earlier of:
  - (i) Completion; or
  - (ii) termination of this Contract by the Vendor due to the Purchaser's default.
- (e) If the Deposit or any Instalment of the Deposit is:
  - (i) paid by cheque which is not honoured on first presentation; or
  - (ii) not paid on time as required by Special Condition 5.1(b);the Purchaser is in default of an essential term of this Contract and the Vendor may immediately, and without notice otherwise required under this Contract, terminate this Contract by written notice to the Purchaser.

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## 7. Deposit Bond

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### 7.1 Application of Special Condition 7

- (a) This Special Condition 7 applies if the Vendor has approved, in writing, the use by the Purchaser of a Deposit Bond.
- (b) If this Special Condition 7 applies then Special Condition 6 does not apply.

### 7.2 Delivery of Bond

- (a) The Purchaser must pay the Deposit to the *depositholder* on the Contract date.
- (b) The delivery of the Deposit Bond, upon or before the making of this Contract, to the Vendor, to the extent of the amount guaranteed under the Deposit Bond, comprises payment of the Deposit in accordance with this Contract.

### 7.3 Payment to Vendor

The Purchaser must pay to the Vendor, in addition to all other monies payable under this Contract (however it is noted that the payment will comprise part payment of the Deposit), the amount guaranteed under the Deposit Bond by Australian Bank Cheque, on the earlier of:

- (a) Completion;
- (b) termination of this Contract by the Vendor for Purchaser default;
- (c) within 24 hours of the Vendor serving on the Purchaser a notice in writing claiming the Purchaser forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Vendor.

#### **7.4 Replacement of Deposit Bond**

In the event that Completion has not occurred and the Deposit Bond has an expiration date with less than 30 days left, the Purchaser must either:

- (a) replace the Deposit Bond with another deposit insurance bond or bank guarantee in a form approved in writing by the Vendor before the date that is 14 days prior to expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by Australian Bank Cheque before the date that is 14 days prior to expiration of the Deposit Bond.

#### **7.5 Payment to *depositholder***

- (a) In the event that:
  - (i) the Purchaser fails to comply with its obligations under Special Condition 7.4;
  - (ii) in the Vendor's reasonable opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
  - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Purchaser must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by Australian Bank Cheque) to the *depositholder*, by Australian Bank Cheque.

#### **7.6 Call Upon Deposit Bond**

- (a) If the Purchaser fails to comply with its obligations under Special Condition 7.3, 7.4 and/or 7.5, then the Vendor is entitled to:
  - (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
  - (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Vendor of the amount guaranteed under the Deposit Bond; and/or
  - (iii) claim the Deposit from the Purchaser.
- (b) It is agreed and acknowledged that the Vendor is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Purchaser.
- (c) It is agreed and acknowledged that in the event that:
  - (i) the Vendor calls upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit; and
  - (ii) the provider of, or insurer under, the Deposit Bond pays the Deposit to the Vendor; and
  - (iii) the Vendor (or *depositholder*) holds the full Deposit;

then the Purchaser shall no longer be in breach of this Contract and the Vendor shall have no right to terminate this Contract.

- (d) Any payment by the provider of, or insurer under, the Deposit Bond, to the Vendor, shall comprise (to the extent of the payment made by the provider or insurer) payment of the Deposit.

### **7.7 Timing of the Essence**

Timing is of the essence for the purposes of this Special Condition 7.

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## **8. Completion**

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### **8.1 Completion Location**

If Completion does not occur by way of *electronic transaction*, Completion is to occur at the Special Completion Address, or at such other place in the ACT as nominated by the Vendor, acting reasonably.

### **8.2 Notice to Complete**

- (a) If either party ("the Defaulting Party") fails to complete this Contract by the Date for Completion, then the other party may at any time thereafter by written notice to the Defaulting Party require the Defaulting Party to complete this Contract within fourteen (14) days from the date of such notice and may make time of the essence for Completion within the said fourteen (14) day period.
- (b) The Defaulting Party expressly acknowledges that the fourteen (14) day period shall be sufficient notice for the purposes of any Notice to Complete given by either party pursuant to the provisions of this Special Condition or of any other provisions of this Contract.
- (c) Each time a Notice to Complete is served by the Vendor in accordance with this Special Condition 8.2:
- (i) the Vendor may unilaterally extend the time and date by which to complete the Contract as specified in the Notice to Complete; and
  - (ii) the Vendor may unilaterally withdraw the Notice to Complete;
- by written notice to the Purchaser in the Vendor's absolute discretion and with or without the Purchaser's consent.

### **8.3 Exclusion of Claims**

The Purchaser cannot Raise Issue in relation to any matter referred to in this Special Condition 8.

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## **9. Damages for Delay**

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### **9.1 Purchaser Delay**

- (a) If the Purchaser does not complete this Contract on the Date for Completion then, subject to Special Condition 9.1(c), on Completion the Purchaser must pay to the Vendor Interest on the Price at the Interest Rate from but excluding the Date for Completion to and including the date of Completion.
- (b) This Special Condition 9 is an essential condition of this Contract.
- (c) The Purchaser need not pay the Vendor Interest under this Special Condition for any day that the Purchaser's failure to complete the Contract is caused by the Vendor.
- (d) The parties agree that the amounts payable under this Special Condition 9 are a genuine and honest pre-estimate of loss and damage expected to be suffered by the Vendor for the delay in Completion.

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## **10. Assignment and Change in Control - Purchaser**

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### **10.1 Assignment**

The Purchaser cannot Transact with its rights and/or obligations under this Contract, or allow any interest in those rights or obligations to arise or be varied (including by nominating any nominee) without the express consent of the Vendor in writing and signed by the Vendor and a representative of the Vendor's Solicitor.

### **10.2 Control**

(a) Subject to Special Condition 10.2(b), if there is a proposed change in Control:

- (i) of the Purchaser; or
- (ii) of any holding company or Related Entity of the Purchaser; or
- (iii) of the Purchaser's Ultimate Holding Company;

then the proposed change in Control is treated as a proposed assignment of this Contract and Special Condition 10.1 shall apply.

(b) Special Condition 10.2(a) does not apply:

- (i) in respect of a sale or acquisition of shares or units through the Australian stock exchange, if the Purchaser or any holding company of the Purchaser, including the Purchaser's Ultimate Holding Company, is a company which is listed on the Australian stock exchange and is a trustee of a publicly listed trust; or
- (ii) if the Purchaser is a company which is listed on the Australian stock exchange and is not a trustee or a trust.

---

## **11. Death and Insolvency**

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### **11.1 Insolvency of Purchaser**

(a) If:

- (i) the Purchaser becomes an Insolvent; or
- (ii) a third party who holds a security interest in any asset of the Purchaser (under the PPSR or otherwise) takes possession or control of those assets, or perfects its security interest, or attempts by any means to do any of these things;

the Purchaser:

- (iii) must immediately notify the Vendor of the event occurring; and
- (iv) is in immediate breach of this Contract in an essential respect; and

the Vendor may by notice in writing to the Purchaser's Solicitor, terminate this Contract for breach by the Purchaser of an essential condition of this Contract.

(b) The Vendor is not required to serve a Default Notice or any other notice in order to exercise its right to terminate the Contract pursuant to Special Condition 11.1(a).

### **11.2 Insolvency of Vendor**

- (a) If the Vendor becomes an Insolvent, then the Vendor may, by written notice served upon the Purchaser, rescind this Contract.
- (b) The Purchaser cannot Raise Issue if the Vendor becomes an Insolvent.

### **11.3 Death of Purchaser**

- (a) Without negating, limiting or restricting any rights or remedies available to the Vendor at law or in equity, if the Purchaser is a natural person and dies, becomes mentally ill or is unable to manage its affairs due to illness, the Vendor may by written notice to the Purchaser, rescind this Contract and clause 19 applies.

### **11.4 Death of Vendor**

- (a) If the Vendor is a natural person and the Vendor dies, becomes mentally ill or is unable to manage its affairs due to illness, the Vendor may by written notice to the Purchaser, rescind this Contract and clause 19 applies.
- (b) The Purchaser cannot Raise Issue if the Vendor is a natural person and the Vendor dies, becomes mentally ill or is unable to manage its affairs due to illness.

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## **12. Agent Warranty**

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### **12.1 Warranty**

The Purchaser warrants that it was not introduced to the Vendor or the Property by any agent (or employee of or person connected with an agency) other than the Vendor's Agent (if any) stated on the Schedule. This warranty does not merge on Completion.

### **12.2 Indemnity**

In the event that the Purchaser is in breach of the warranty in Special Condition 12.1, the Purchaser indemnifies the Vendor for any Costs, damages, losses, liability, fees payable, expenses, arising out of said breach, and in addition the indemnity shall extend to cover all legal costs and disbursements (on a solicitor and client basis) for any legal action resulting from said breach. This indemnity does not merge on Completion.

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## **13. Foreign Persons**

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### **13.1 FATA**

- (a) As an essential condition of this Contract, the Purchaser warrants that:
  - (i) it is not a 'foreign person' as defined by section 5 of the *Foreign Acquisitions and Takeovers Act 1975*;
  - (ii) it does not require the approval of the Foreign Investment Review Board to enter into this Contract; and
  - (iii) it does not require the approval of the Foreign Investment Review Board to complete this Contract.
- (b) In the event that the Purchaser is in breach of any of the warranties in Special Condition 13.1(a), the Vendor may by written notice to the Purchaser, terminate this Contract without the notice otherwise required in clause 18.

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## **14. Prohibited Entity**

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### **14.1 Purchaser Warranties**

- (a) The Purchaser represents, warrants and guarantees that, as at the Contract date and continuing until Completion, the Purchaser:
  - (i) is not a Prohibited Entity;
  - (ii) is not owned or Controlled by a Prohibited Entity;
  - (iii) does not act on behalf of, under instruction from, or under authority of, a Prohibited Entity;
  - (iv) will not deal in or with (or has not dealt in or with):
    - A. a Prohibited Entity; or
    - B. an asset or class of assets listed by the Minister for Foreign Affairs under the Charter of the United Nations Act 1945 (Cwth) and/or the Autonomous Sanctions Act 2011 (Cwth);
  - (v) will not Transact with a Prohibited Entity;
  - (vi) will comply with all anti-terrorism legislation in Australia and the Laundering Laws;
  - (vii) must provide to the Vendor, within 7 days of request, any information which the Vendor requests that is in any way in connection with any Laundering Laws;
  - (viii) may not do anything which results in a Prohibited Entity obtaining an interest in this Contract or the Property; and
  - (ix) has not breached any Statute or other law by entering into and performing, and will not make any such breach by completing, this Contract.

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## **15. Caveat**

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### **15.1 Purchaser cannot Caveat**

- (a) The Purchaser must not lodge a caveat for registration over the Land.
- (b) If a caveat by any person claiming through the Purchaser is lodged and/or registered on the Land at Completion, the Purchaser may not require the Vendor to have that caveat withdrawn or provide a withdrawal of caveat, and must complete this Contract despite the caveat.

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## **16. GST**

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### **16.1 Margin Scheme**

- (a) The parties agree that the Price is inclusive of GST, and that the GST is to be calculated under the margin scheme.
- (b) The Purchaser acknowledges and agrees that as a result of the application of the margin scheme, it will not have the benefit or right to claim any input tax credit.

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## **17. Residential Withholding Tax**

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### **17.1 Application of Special Condition**

Special Conditions 17.2 and 17.3 apply only if Completion does not occur by way of *electronic transaction*.

## **17.2 Variations to Printed Terms**

The Printed Terms are amended as follows:

- (a) clause 1 – definition of ‘RW Payment’, the words ‘the purchaser must make’ are deleted and replaced with ‘must be made’;
- (b) clause 13.13.3 is deleted; and
- (c) clause 13.13.4 is deleted.

## **17.3 RW Payment**

- (a) In relation to the *settlement cheque* for the *RW Payment* required by Printed Term clause 13.13.2:
  - (i) the Purchaser must, on Completion, provide it to the Vendor’s Solicitor (or the settlement agent of the Vendor’s Solicitor); and
  - (ii) by execution of this Contract, the Vendor irrevocably instructs, directs and authorises the Vendor’s Solicitor (and the settlement agent of the Vendor’s Solicitor) to:
    - A. take possession of it;
    - B. provide it to the Deputy Commissioner of Taxation for it to be credited to the liability associated with the transaction undertaken by way of this Contract;
    - C. not allow it to be given to the Vendor; and
    - D. not allow it to be used for any other purpose other than stated in this Special Condition.
- (b) The Vendor agrees and acknowledges that the instruction, direction and authority in Special Condition 17.3(a)(ii) is irrevocable, such that the Vendor may not revoke same, nor provide contrary instruction, direction or authority to the Vendor’s Solicitor. Any instruction, direction and authority the Vendor provides to the Vendor’s Solicitor that revokes or contradicts the instruction, direction and authority in Special Condition 17.3(a)(ii) is void.
- (c) The parties acknowledge that the Vendor’s Solicitor is obliged to follow the instruction, direction and authority in Special Condition 17.3(a)(ii) as it comprises the Vendor’s lawful, proper and competent instructions, as provided in Rule 8.1 of the Legal Profession Uniform Law Australian Solicitors’ Conduct Rules 2015 under the Legal Profession Uniform Law.
- (d) Where the Purchaser complies with its obligations in this Special Condition 17, the Vendor indemnifies the Purchaser for any loss, costs or damages suffered if the *settlement cheque* for the *RW Payment* is not provided to the Deputy Commissioner of Taxation for it to be credited to the liability associated with the transaction undertaken by way of this Contract.

## **17.4 RW Payment Information**

- (a) Notwithstanding provision of the RW Payment Information by the Vendor to the Purchaser, the Vendor may provide the Purchaser with updated RW Payment Information at any time prior to Completion, and may do so any number of times prior to Completion. For clarity, this may occur (however is not limited to):
  - (i) where the RW Payment must be varied due to a variation to the Price (other than for normal adjustments that apply on Completion); and/or

- (ii) where something has occurred after the Date of this Contract that results in the RW Payment Information requiring amendment.
- (b) If the Vendor provides the Purchaser with updated RW Payment Information in accordance with Special Condition 17.4(a), the Purchaser must, within 5 days, provide the Vendor with a copy of the evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the Purchaser including the updated RW Payment Information.

### 17.5 Creditable Purpose

If the Purchaser is:

- (a) registered for GST purposes; and
- (b) acquiring the Land for a creditable purpose,

the Purchaser must provide the Vendor with a statement to that effect on the earlier of:

- (c) 8 Business Days before the Date for Completion; or
- (d) 28 days after the Contract date;

and if such a statement is provided the parties agree that notwithstanding any other provision of this Contract, no *RW Payment* is required.

---

## 18. Compliance Bond

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### 18.1 Payment

The Purchaser must pay the Compliance Bond to the Vendor at Completion (in addition to the Price), by way of cheque payable to the *depositholder*, as security to ensure that during construction of a dwelling on the Land, the Purchaser ensures that all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs, assets owned by Council and any services to, from or over these areas are protected and not damaged.

### 18.2 Holding

The *depositholder* will hold the Compliance Bond on behalf of the Vendor.

### 18.3 Default

- (a) In the event that the Purchaser fails to protect and/or damages any of the verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs, assets owned by Council and any services to, from or over these areas during construction of a dwelling on the Land, then the Vendor may without notice to the Purchaser draw on the Compliance Bond and the amount drawn on will be applied against the loss suffered by the Vendor in rectifying the damage (and the *depositholder* is authorised to draw upon the Compliance Bond in this regard).
- (b) Any Compliance Bond (or proportionate part of the Compliance Bond drawn on by the Vendor) must be reinstated by the Purchaser to the *depositholder* within 5 Business Days of demand.

### 18.4 Refund

The Vendor will return the Compliance Bond to the Purchaser within 10 Business Days of:

- (a) the Purchaser obtaining a final occupation certificate for the dwelling and providing a copy of same to the Vendor;
- (b) the Vendor inspecting the Land, the dwelling on the Land and the adjoining areas; and

- (c) the Vendor, acting reasonably, confirming that no damage has been done by the Purchaser (or by the Purchaser's failure to protect) to the verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs, assets owned by Council and any services to, from or over these areas.

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## **19. Requisitions on Title**

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### **19.1 Requisitions**

In recognition of the Purchaser's agreement not to make any requisitions as to Title, the Vendor warrants that, except as disclosed in this Contract, at the Contract date:

- (a) the Vendor has capacity to enter into and observe the terms of this Contract;
- (b) there is no current litigation by any persons affecting the Land;
- (c) there is no Court Order which affects the Vendor or the Land; and
- (d) the Vendor will be, or will be entitled to be, the registered owner of the Land on Completion.

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## **20. Miscellaneous**

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### **20.1 Waiver**

The Vendor does not waive any of its rights under this Contract unless it is in writing and signed by the Vendor. Any obligation on the Purchaser under this Contract binds the Purchaser regardless of any indulgence, waiver or extension of time given to the Purchaser by the Vendor. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Vendor to that right or remedy.

### **20.2 Exclusion of Claims Generally**

The Purchaser cannot Raise Issue in relation to any matter disclosed or referred to in this Contract.

### **20.3 Variation**

This Contract can only be varied by agreement of both Parties in writing and signed by each Party (or a Solicitor on behalf of a relevant Party).

### **20.4 Costs**

Each Party must pay its own legal and other Costs in relation to the preparation, negotiation, execution and Completion of this Contract, with the exception of stamp duty. This condition does not fetter the right of the Vendor to claim Costs or damages where the Purchaser is in breach of the Contract.

### **20.5 Remedies under Contract**

The rights and remedies afforded to the Vendor under this Contract do not fetter the remedies available at law.

### **20.6 Actions and Assistance**

Each party agrees to complete all things required of it under, or contemplated by, this Contract in a timely manner and to provide all assistance reasonably required by the other party to assist in completion of the Building Works, registration of the Subdivision Plan and Completion of this Contract.

### **20.7 Legal Advice**

The Purchaser acknowledges that it had the opportunity to obtain independent legal advice prior to entering into this Contract.

#### **20.8 Warranties**

Warranties given by the Purchaser under this Contract do not merge on Completion or termination but endure for the benefit of the Vendor.

#### **20.9 Guarantee**

If the Purchaser is a company which is not listed on the Australian Stock Exchange, the Purchaser must procure the execution of the guarantee and indemnity annexed to this Contract by all directors of the Purchaser, and must provide the duly executed guarantee and indemnities to the Vendor on or prior to the Contract date (timing is of the essence).

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## **Annexure – Guarantee and Indemnity**

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## Deed of Guarantee and Indemnity

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**Between:** CPSPV NO1 PTY LTD ACN 619 573 894, as Vendor;

\_\_\_\_\_, as Purchaser; and

\_\_\_\_\_, as a Guarantor;

\_\_\_\_\_, as a Guarantor;

\_\_\_\_\_, as a Guarantor;

**Property:** Lot \_\_\_\_\_ Deposited Plan 1253231

**Dated:**

---

## Recitals

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- A. The Purchaser and the Vendor have, or will, enter into the Contract.
- B. The Guarantor has agreed to provide a guarantee and indemnity in relation to the Contract upon the terms set out in this Deed.
- C. The Guarantor has obtained, or has had the right and opportunity to obtain, independent legal advice in relation to this Deed.
- D. The Guarantor signs this Deed freely and voluntarily, and without any undue pressure or influence from the Purchaser or the Vendor.

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## Operative Provisions

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### 1. Definitions and Interpretation

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#### 1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

**Company** means the Purchaser;

**Contract** means the contract of sale between the Vendor and the Purchaser relating to the Property;

**Guaranteed Money** means any and all amounts that:

- (a) at any time;
- (b) for any reason or circumstance are payable by the Purchaser under the terms of the Contract;
- (c) whether at law or otherwise; and
- (d) whether or not of a type within the contemplation of the parties at the date of this Deed;

**Guaranteed Obligations** means all express and implied obligations to be observed or performed by or on behalf of the Purchaser under the Contract; and

**Property** means the property noted on the cover page of this Deed.

---

### 2. Guarantee and Indemnity

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#### 2.1 Consideration

The Guarantor acknowledges that the Vendor is acting in reliance on the Guarantor incurring obligations and giving rights under this Deed.

#### 2.2 Guarantee

- (a) The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money.
- (b) If the Company does not pay the Guaranteed Money on time and in accordance with the Contract then the Guarantor agrees to pay the Guaranteed Moneys to the Vendor on demand

from the Vendor. A demand may be made at any time, and whether or not the Vendor has made demand on the Company.

- (c) The Guarantor unconditionally and irrevocably guarantees the due observance and performance of all Guaranteed Obligations of the Company under the Contract.
- (d) If the Company does not fully observe and perform all of its Guaranteed Obligations then the Guarantor agrees to observe and perform those obligations on demand from the Vendor. A demand may be made at any time, and whether or not the Vendor has made demand on the Company.

### **2.3 Indemnity**

- (a) The Guarantor indemnifies the Vendor against any liability or loss arising, and any costs it suffers or incurs:
  - (i) if the Company does not, or is unable to, pay the Guaranteed Money;
  - (ii) if the Company does not, or is unable to, perform or observe a Guaranteed Obligation;
  - (iii) if an obligation that the Company would otherwise have to pay the Guaranteed Money is found to be void, voidable or unenforceable;
  - (iv) if a Guaranteed Obligation is found to be void, voidable or unenforceable;
  - (v) if the Vendor is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Guarantor or the Company. (For example, the Vendor may have to, or may agree to, pay interest on the amount); or
  - (vi) if it defaults under this Deed; and/or
  - (vii) in connection with the Vendor exercising, or not exercising, rights under this Deed.
- (b) The Guarantor agrees to pay amounts due under this indemnity on demand from the Vendor.

### **2.4 Acknowledgement**

The Guarantor acknowledges that it is responsible for making itself aware of the financial position of the Company and in relation to any payment of the Guaranteed Money and observance and performance of the Guaranteed Obligations.

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## **3. Extend of Guarantee and Indemnity**

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### **3.1 Nature of guarantee**

Each of the guarantees in clause 2.2 and the indemnities in clause 2.3 is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Guaranteed Money payable by the Guarantor. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings or enforce any other right against the Company or any other person before claiming from the Guarantor under this Deed.

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## **4. Payments**

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### **4.1 Manner of payment**

The Guarantor agrees to make payments under this Deed:

- (a) in full without set off or counterclaim and without any deduction in respect of taxes unless prohibited by law; and

(b) in Australian dollars in immediately available funds.

---

## Executed as a Deed - Deed of Guarantee and Indemnity

---

### Vendor

Executed by CPSPV NO1 PTY LTD ACN 619 573

894 in accordance with Section 127 of the  
Corporations Act 2001:

---

Signature of sole director

MARTYN JAMES O'CONNOR

---

Name of sole director

### Purchaser/Company

Executed by

---

in accordance with Section 127 of the  
Corporations Act 2001 by authority of its  
directors:

---

Signature of director

---

Signature of director/company secretary

(Please delete as applicable)

---

Name of director (print)

---

Name of director/company secretary (print)

### Guarantors

Signed, Sealed & Delivered by

---

in the presence of:

---

Signature of witness

---

Signature of Guarantor

---

Name of witness (print)

---

Name of Guarantor

**Signed, Sealed & Delivered by**

\_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of Guarantor

**Signed, Sealed & Delivered by**

\_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of Guarantor



FOLIO: 10/1253231

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SEARCH DATE	TIME	EDITION NO	DATE
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15/6/2019	3:36 PM	1	22/5/2019

LAND

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LOT 10 IN DEPOSITED PLAN 1253231  
AT BUNGENDORE  
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL  
PARISH OF WAMBOIN COUNTY OF MURRAY  
TITLE DIAGRAM DP1253231

FIRST SCHEDULE

-----

CPSPV NO 1 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP702640 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

Req:R450566 /Doc:DP 1253231 P /Rev:22-May-2019 /Sts:SC.OK /Pgs:ALL /Prt:30-May-2019 11:46 /Seq:1 of 4  
Ref:5696: CPSPV No 1 Pty Limited M /Src:M

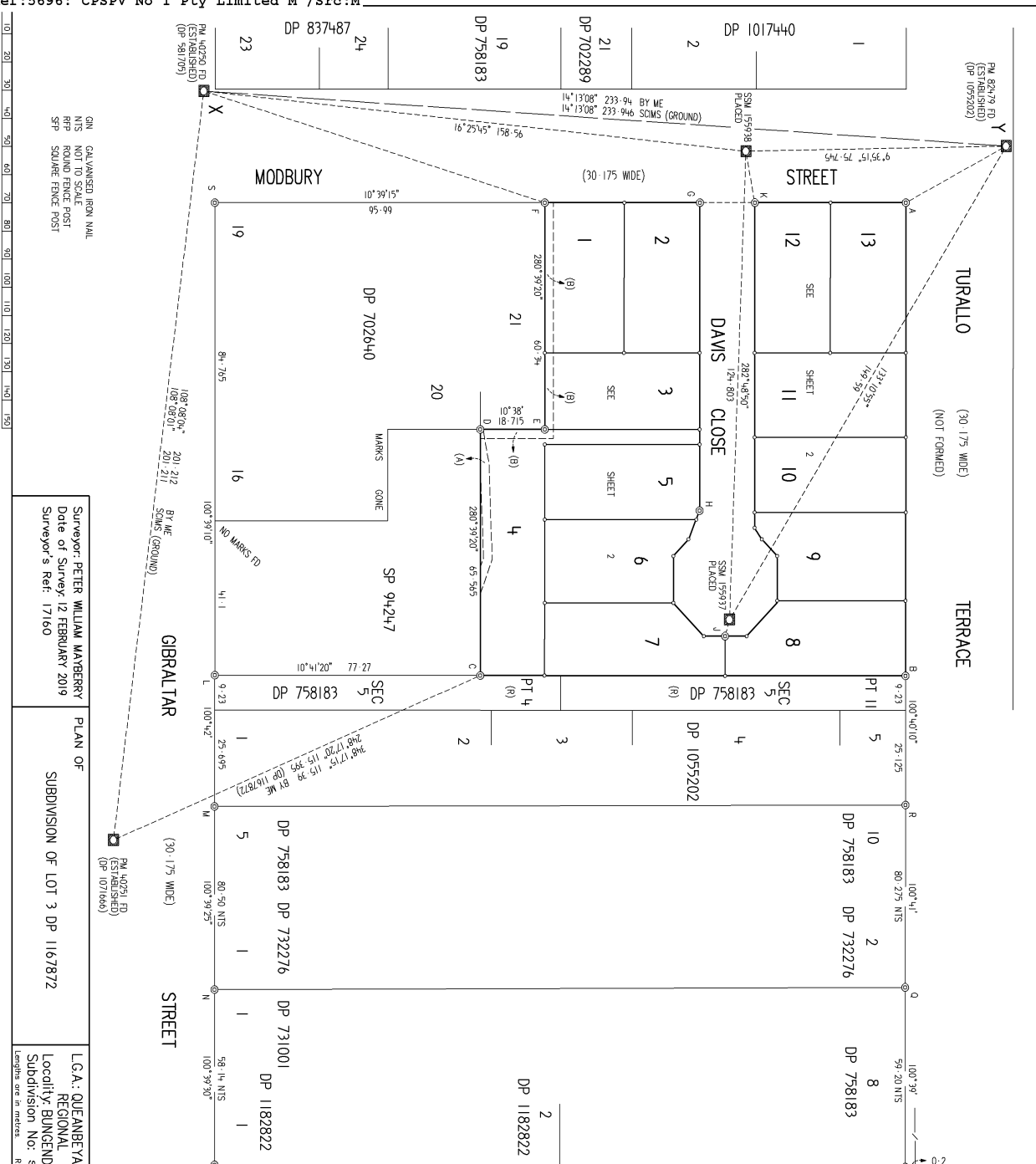
PLAN FORM 2 (A2)

DP1253231

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 2 sheets



MARK	AD VALUE	CLASS	ORDER	HEIGHT DATUM	VALUATION	STATE
PM 40250	695.30	IC	3	SCMS ADDED	FOUND	
PM 40251	695.53	IC	3	FROM SCMS - DATUM VALIDATION	FOUND	
PM 82479	693.41	IC	3	FROM SCMS - DATUM VALIDATION	FOUND	
SSM 195937	695.509	IC	3	SURVEY	PLACED	
SSM 195938	694.915	IC	3	SURVEY	PLACED	

DATE OF SCMS AND VALUES	5 FEBRUARY 2019	HEIGHT DATUM	AD71
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FROM	TO	HEIGHT DIFFERENCE	SCHEDULE	METHOD
PM 40250	PM 40251	0.230	DIFFERENTIAL LEVELLING	
PM 40251	SSM 195937	-0.021	DIFFERENTIAL LEVELLING	
SSM 195937	SSM 195938	-0.594	DIFFERENTIAL LEVELLING	
SSM 195938	PM 40250	-1.860	DIFFERENTIAL LEVELLING	
PM 40250	PM 82479	-1.860	DIFFERENTIAL LEVELLING	
PM 82479	SSM 195937	-2.099	DIFFERENTIAL LEVELLING	

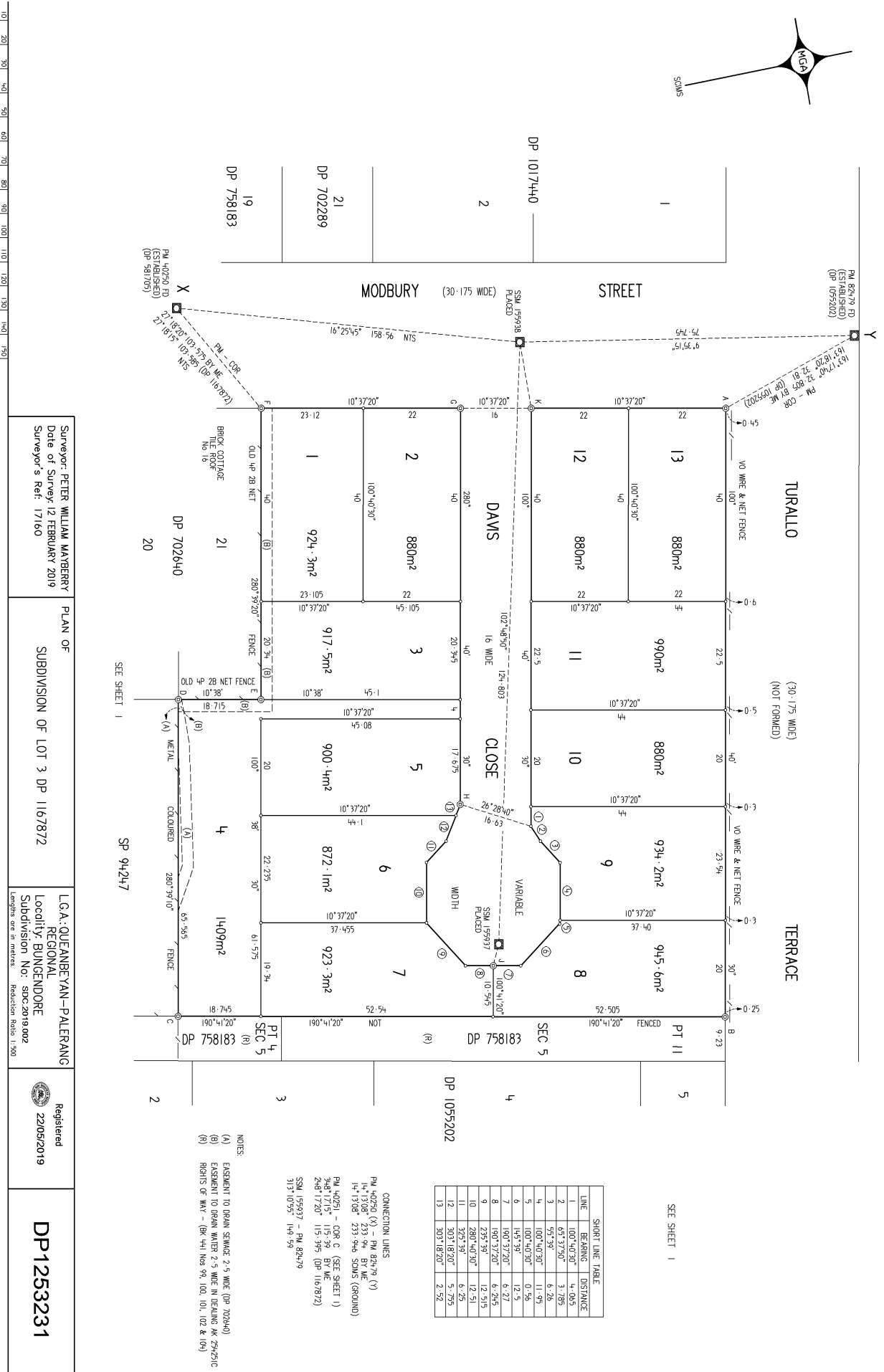
MARK	EXISTENCE	COORDINATES	ZONE	ORDER	CLASS	SOURCE
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PM 40251	273.161	278.6	0.97	8.75	3	SCMS
PM 82479	273.123	278.6	0.97	8.75	3	SCMS
SSM 195937	273.123	278.6	0.97	8.75	3	SCMS
SSM 195938	273.015	302.1	0.97	8.75	3	SCMS


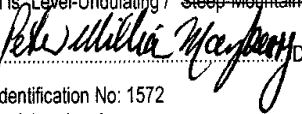

MARK	EXISTENCE	COORDINATES	ZONE	ORDER	CLASS	SOURCE
PM 40250	272.970	34.6	0.97	8.75	3	SCMS
PM 40251	273.161	278.6	0.97	8.75	3	SCMS
PM 82479	273.123	278.6	0.97	8.75	3	SCMS
SSM 195937	273.123	278.6	0.97	8.75	3	SCMS
SSM 195938	273.015	302.1	0.97	8.75	3	SCMS


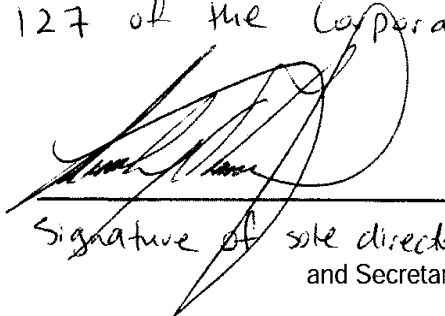
TABLE OF REFERENCE MARKS	FROM	BEARING	DISTANCE	PLAN NUMBER
A	FEED TO (2017)	190°40'30"	1	DP 702440
B	FEED TO (2017)	27°15'	4.795	DP 702440
C	FEED TO (2017)	26°24'20"	10.16	DP 1167872
D	FEED TO (2017)	173°45'40"	1.465	DP 1167872
E	ON IN BASE CORP	109°05'	1.28	DP 1071666
F	ON IN BASE CORP	109°18'	0.7	DP 1071666
G	FEED TO (2017)	100°34'	1.965	DP 1071666
H	FEED TO (2017)	190°36'40"	4.41 & 10.54	DP 1071666
I	FEED TO (2017)	190°36'40"	4.41 & 10.54	DP 1071666
J	FEED TO (2017)	116°22'30"	4.59	DP 1071666
K	FEED TO (2017)	80°54'30"	13.935	DP 702440
L	ON IN COINC TO	10°41'	1	DP 702440
M	FEED TO (2017)	6°50'	0.395	DP 1095202
N	FEED TO (2017)	10°39'	0.5	DP 731001
O	FEED TO (2017)	10°39'	0.5	DP 731001
P	FEED TO (2017)	21°28'40"	15.49	DP 732276
Q	FEED TO (2017)	22°16'30"	1.2	DP 732276
R	FEED TO (2017)	184°42'20"	0.3	DP 1095202
S	FEED TO (2017)	10°39'	1	DP 702440



ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)												
<p>Office Use Only</p> <p>Registered:  22/05/2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1253231</b></p>													
<p><b>PLAN OF SUBDIVISION OF LOT 3</b></p> <p><b>DP 1167872</b></p>		<p>LGA: QUEANBEYAN-PALERANG REGIONAL</p> <p>Locality: BUNGENDORE</p> <p>Parish: WAMBOIN</p> <p>County: MURRAY</p>													
<p><b>Survey Certificate</b></p> <p>I, PETER WILLIAM MAYBERRY of Mail McDonald Barnsley Pty Ltd            PO BOX 54 Jamison Centre Macquarie ACT 2614 .....            a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 12 FEBRUARY 2019 ..... , or</p> <p>*(b) The part of the land shown in the plan ("being" "excluding") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X-Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 12/02/2019 ...</p> <p>Surveyor Identification No: 1572</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>													
<p><b>Subdivision Certificate</b></p> <p>I, <u>Luke Perkins</u>            *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>*Accreditation number: .....</p> <p>Consent Authority: <u>Queanbeyan-Palerang Regional Council</u></p> <p>Date of endorsement: <u>2 April 2019</u></p> <p>Subdivision Certificate number: <u>SDC 2019.002</u></p> <p>File number: <u>SDC 2019.002 / DA 2017.230</u></p> <p>*Strike through if inapplicable.</p>															
<p>Plans used in the preparation of survey/compilation.</p> <table border="0"> <tr> <td>DP 702640</td> <td>DP 1019277</td> </tr> <tr> <td>DP 731001</td> <td>DP 1055202</td> </tr> <tr> <td>DP 732276</td> <td>DP 1071666</td> </tr> <tr> <td>DP 758183</td> <td>DP 1167872</td> </tr> <tr> <td>DP 837487</td> <td>DP 1182822</td> </tr> <tr> <td>DP 1017440</td> <td>SP 94247</td> </tr> </table>		DP 702640	DP 1019277	DP 731001	DP 1055202	DP 732276	DP 1071666	DP 758183	DP 1167872	DP 837487	DP 1182822	DP 1017440	SP 94247	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE DAVIS CLOSE TO THE PUBLIC AS PUBLIC ROAD.</p>	
DP 702640	DP 1019277														
DP 731001	DP 1055202														
DP 732276	DP 1071666														
DP 758183	DP 1167872														
DP 837487	DP 1182822														
DP 1017440	SP 94247														
<p>Surveyor's Reference: 17160</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>													

ePlan

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)																																																																						
<div style="display: flex; justify-content: space-between;"> <div> <b>Registered:</b>  <b>22/05/2019</b> </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>PLAN OF SUBDIVISION OF LOT 3</b>  <b>DP 1167872</b> </div> <div style="margin-top: 5px;">           Subdivision Certificate number: <u>SDC 2019.002</u>            Date of Endorsement: <u>2 April 2019</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1253231</div> <div style="text-align: right;">Office Use Only</div> <div style="font-size: 0.8em;">           This sheet is for the provision of the following information as required:           <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>																																																																									
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LOT No</th> <th>Street No</th> <th>Street Name</th> <th>Street Type</th> <th>Locality</th> </tr> </thead> <tbody> <tr><td>1</td><td>8</td><td>Modbury</td><td>Street</td><td>Bungendore NSW 2621</td></tr> <tr><td>2</td><td>6</td><td>Modbury</td><td>Street</td><td>Bungendore NSW 2621</td></tr> <tr><td>3</td><td>2</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>4</td><td>4</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>5</td><td>6</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>6</td><td>8</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>7</td><td>10</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>8</td><td>7</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>9</td><td>5</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>10</td><td>3</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>11</td><td>1</td><td>Davis</td><td>Close</td><td>Bungendore NSW 2621</td></tr> <tr><td>12</td><td>4</td><td>Modbury</td><td>Street</td><td>Bungendore NSW 2621</td></tr> <tr><td>13</td><td>2</td><td>Modbury</td><td>Street</td><td>Bungendore NSW 2621</td></tr> </tbody> </table>					LOT No	Street No	Street Name	Street Type	Locality	1	8	Modbury	Street	Bungendore NSW 2621	2	6	Modbury	Street	Bungendore NSW 2621	3	2	Davis	Close	Bungendore NSW 2621	4	4	Davis	Close	Bungendore NSW 2621	5	6	Davis	Close	Bungendore NSW 2621	6	8	Davis	Close	Bungendore NSW 2621	7	10	Davis	Close	Bungendore NSW 2621	8	7	Davis	Close	Bungendore NSW 2621	9	5	Davis	Close	Bungendore NSW 2621	10	3	Davis	Close	Bungendore NSW 2621	11	1	Davis	Close	Bungendore NSW 2621	12	4	Modbury	Street	Bungendore NSW 2621	13	2	Modbury	Street	Bungendore NSW 2621
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<p style="font-size: 1.2em;">Executed by CPSPV No 1 Pty Ltd ACN 619 573 894 in accordance with Section 127 of the Corporations Act 2001:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <p style="font-size: 0.8em;">Signature of sole director and Secretary</p> </div> <div style="text-align: center;"> <p style="font-size: 0.8em;">MARTYN JAMES O'LOUNER</p> <p style="font-size: 0.8em;">Name of Sole Director and Secretary</p> </div> </div> <p style="font-size: 0.7em; text-align: center; margin-top: 10px;">If space is insufficient use additional annexure sheet</p>																																																																										
Surveyor's Reference: 17160																																																																										

**SURVIVOR'S REFERENCE: 1989]**

DP702640

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919

SHEET 1/2

PLAN: Subdivision of land in Registered Conveyance No. 924  
Book 3373 being Allotments 1-5, 12-14 and Part  
Allotments 4 and 11 Section 5 Town of Burghoboro  
covered by Council's Clerk's Certificate No. 17 of 1983  
P.A.T. 1  
Full name and address GORDON LESLIE HARRISON of  
of proprietor of the 66 Cliveden Street Burghoboro  
land

1. Identify of easement  
or restriction on land  
referred to in above  
sectioned plan: Easement to drain sewage 7.5 wide

Schedule of lots etc. affected

Lots benefited Lots, name of road or authority  
benefited benefited  
Lots 20, 21 and 22 The Council of the Shire of  
Yarralumla

2. Identify of easement  
or restriction secondly  
referred to in above Restriction as to use  
sectioned plan:

Schedule of lots etc. affected

Lots benefited Lots, name of road or authority  
benefited  
Each lot Every other lot

SIGNED SEALED AND DELIVERED by the said  
GORDON LESLIE HARRISON in the presence of  
of:

*He d dwp. (R.R. Allport)*  
*do dwp. (R.R. Allport)*  
*do dwp. (R.R. Allport)*

DP 702640

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919

SHEET 2/2

P.A.T. 2

TERMS OF RESTRICTIONS AS TO USE SECONDLY REFERRED TO IN  
ADMINISTRATED PLAN

(a) That no second-hand building shall be erected located or  
rested on the land.

SIGNED SEALED AND DELIVERED by the said  
GORDON LESLIE HARRISON in the presence of  
of:

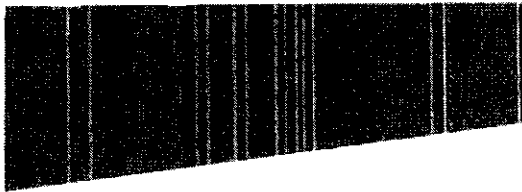
*He d dwp. (R.R. Allport)*  
*do dwp. (R.R. Allport)*  
*do dwp. (R.R. Allport)*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1919, LOCATED WITH DP 702640

*225-084*

I, Bruce Richard Davies, Under Secretary for Lands and  
Registrar General for New South Wales, certify that this  
document is a photograph made as a permanent record of a  
document in my custody this day.

22nd May, 1984



**PLANNING CERTIFICATE  
ISSUED UNDER SECTION 10.7(2&5)  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

**Certificate No.:** Plan125/2018  
**Your Reference:** 49709625:78411158  
**Date of Issue:** 12 March 2018

Meyer Vandenberg  
Mail SAI Global Property  
Level 3 355 Spencer Street  
WEST MELBOURNE VIC 3003

<b>Property Number</b>	54225
<b>Property Address:</b>	2 Modbury Street BUNGENDORE NSW 2621
<b>Legal Description:</b>	Lot 3 DP 1167872
<b>Owner</b>	Cpspv No 1 Pty Tld

This certificate is provided pursuant to Section 10.7(2&5) of the Act. At the date of this certificate, the subject land is affected by the following matters.

**Notes:**

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

**Disclaimer:**

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

**OFFICES**  
144 Wallace St, Braidwood  
10 Majara St, Bungendore  
256 Crawford St, Queanbeyan

**POSTAL**  
PO Box 90, Queanbeyan NSW 2620

**PHONE**  
P: 1300 735 025

**EMAIL/WEB**  
W: [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)  
E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)

ABN 95 933 070 982

## 1. Names of relevant instruments and development control plans

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

**Palerang Local Environmental Plan 2014 and State Environmental Planning Policies**  
(refer to attachment 1)

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

**There are proposed state environmental planning instruments that are or have been the subject of community consultation or are on public exhibition under the Act that apply to the above mentioned land. Further details are available on the NSW Government website:**

**(<http://planspolicies.planning.nsw.gov.au/>).**

**There are no proposed local environmental planning instruments apply to the carrying out of development on the above mentioned land. There are no proposed local environmental planning instruments that are of have been subject of community consultation or on public exhibition under the Act**

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

**Lot 3 DP 1167872**

**Palerang Development Control Plan 2015**

## 2. Zoning and land use under relevant LEPs

- (a) Identity of the zone:

**R2 Low Density Residential**

- (b) The purposes for which development may be carried out without development consent:

**Home businesses; Home occupations**

- (c) The purposes for which development may not be carried out except with development consent:

**Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage treatment plants; Shop top housing; Water supply systems**

- (d) The purposes for which development is prohibited:

**Water treatment facilities; Any other development not specified in item (b) or (c)**

- (e) Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

- (1) Minimum area

**Lot 3 DP 1167872**

**Minimum Lot Size 850SqM**

unless the land is:

- (2) a lot created in accordance with clause 4.1, 4.1AA, 4.1A or 4.1B of the *Palerang Local Environmental Plan 2014*
- (3) a lot created before the commencement of the *Palerang Local Environmental Plan 2014* and on which the erection of a dwelling house was permissible immediately before that commencement, or
- (4) a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of the *Palerang Local Environmental Plan 2014* and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
- (5) an existing holding as defined in the *Palerang Local Environmental Plan 2014*

- (f) Whether the land includes or comprises critical habitat:

**No**

- (g) Whether the land is in a conservation area:

**No**

- (h) Whether an item of environmental heritage is situated on the land:

**Lot 3 DP 1167872**

**No**

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

Whether the land is within any zone under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*
- (b) A Precinct Plan (within the means of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act

**Not relevant**

### 3. Complying Development

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

ZoneR2 - Low Density Residential	
Code	Land on which complying development may be carried out
Commercial and Industrial (New Buildings and Additions) Code	Not Applicable
Commercial and Industrial Alterations Code	Part
Demolition Code	Part
Fire Safety Code	Part
General Development Code	Part
General Housing Code	Part
Housing Alterations Code	Part
Rural Housing Code	Not Applicable
Subdivisions Code	Part

- (2) If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, the reasons why it may not be carried out under these clauses.

ZoneR2 - Low Density Residential	Lot 3 DP 1167872
Code	Reason
Commercial and Industrial Alterations Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palerang Local Environmental Plan 2014 3.3 (2)(jb).
Demolition Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palerang Local Environmental Plan 2014 3.3 (2)(jb).
Fire Safety Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palerang Local Environmental Plan 2014 3.3 (2)(jb).
General Development Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palerang Local Environmental Plan 2014 3.3 (2)(jb).
General Housing Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palerang Local Environmental Plan 2014 3.3 (2)(jb).
Housing Alterations Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palerang Local Environmental Plan 2014 3.3 (2)(jb).

Subdivisions Code	Part of the land is identified by an environmental planning instrument as being environmentally sensitive land for exempt and complying development - Palarang Local Environmental Plan 2014 3.3 (2)(jb).
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#### 4. Coastal Protection

Whether or not the land is affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration).

**The land is not affected by the operation of Section 38 or 39 of the *Coastal Protection Act 1979*.**

##### 4A. Certain information relating to beaches and coasts

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

**Not relevant**

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Not relevant**

#### 5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*

**The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961***

## 6. Road widening and road realignment

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

**The land is not affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993***

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

**The land is not affected by any road widening or road realignment under any environmental planning instrument**

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

**Lot 3 DP 1167872**

**The land is not affected by a road widening or road realignment under a resolution of Council**

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

- (a) Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

**No**

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

**No**

## 7A. Flood related development controls information

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

**Lot 3 DP 1167872**

**Yes (clause 6.2 Palerang Local Environmental Plan 2014)**

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

**Lot 3 DP 1167872**

**Yes (clause 6.2 Palerang Local Environmental Plan 2014)**

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

## 8. Land reserved for acquisition

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

Lot 3 DP 1167872                      No

## 9. Contributions plans

Lot 3 DP 1167872	Yarrowlumla s94 Plan 1 Bungendore
Lot 3 DP 1167872	Palerang s94 Plan 9 Bungendore Street Upgrade
Lot 3 DP 1167872	Palerang s94 Plan 8 Bungendore Pathways
Lot 3 DP 1167872	Palerang s94 Plan 7 Bungendore Recreation

## 9A. Biodiversity certified land

Whether the land is biodiversity certified land under 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*.

No

## 10. Biodiversity stewardship sites

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

### Note

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

No

## 10A. Native vegetation clearing set asides

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

No

## 11. Bush fire prone land

Whether the land is bush fire prone land.

Lot 3 DP 1167872                      None of the land is bush fire prone

## 12. Property Vegetation Plans

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

**Lot 3 DP 1167872**

**Council has not been notified of the existence of a property vegetation plan applying to the land**

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

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

**Council has not been notified of order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.**

## 14. Directions under Part 3A

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

**Council has not been advised of any Directions by the Minister under section 75P(2)(c1) of the Act.**

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

Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land:

**Council is not aware of any valid site compatibility certificate (seniors housing) applying to the land.**

## 16. Site compatibility certificates for infrastructure

Whether there is a valid site compatibility certificate (infrastructure), of which council is aware of in respect of proposed development on the land.

**Council is not aware of any valid site compatibility certificate (infrastructure) applying to the land.**

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

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

**Council is not aware of any valid site compatibility certificate (affordable rental housing) applying to the land.**

## 18. Paper subdivision information

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

**There is no development plan applying to the land**

The date of any subdivision order that applies to the land

**There is no subdivision order applying to the land**

## 19. Site verification certificate

Whether there is a current site verification certificate in relation to Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007* that Council is aware of.

**Council is not aware of any site verification certificate applying to the land.**

## 20. Loose-fill asbestos insulation

If the land includes 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, a statement to that effect.

**There is no residential dwelling erected on this land that has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.**

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

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

**Council is not aware that there is a building notice**

- (2) A statement of:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

**Council is not aware of a building product rectification order**

**Council is not aware of any notice of intention to make a building product rectification order**

- (3) In this clause:

***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*.

**Additional matters prescribed by section 59(2) of the *Contaminated Land Management Act 1997***


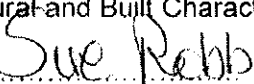
None of the prescribed matters applies to the land.

**Additional information provided in accordance with section 10.7(5) of the *Environmental Planning and Assessment Act 1979***

If the land to which this certificate relates contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from an appropriately qualified expert as to whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants. Prospective purchasers may also wish to ask the current owner if the property has previously been inspected under the NSW WorkCover ceiling insulation testing program. Further information about loose fill asbestos insulation (including information about the NSW WorkCover ceiling insulation testing scheme) can be found at <http://www.nsw.gov.au/loosefillasbestos>

**Additional Information for 10.7(5) certificates**

1. The following development approvals or complying development certificates have been issued by Council in the previous five years:  
  
DA.2017.230 – 13 Lot Subdivision  
MOD.2018.015 – 13 Lot Subdivision
2. The property is served by a public road which is maintained by Council. Enquiries related to maintenance schedules can be made to Council.

  
**M J Thompson**  
Portfolio General Manager  
Natural and Built Character  
Per. 

12 March 2018

**Attachment 1**  
**State Environmental Planning Policies**

<b>No</b>	<b>SEPP NAME</b>	<b>SEPP AIM</b>
21	Caravan Parks	Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
30	Intensive Agriculture	Requires specified matters to be considered for cattle feedlots having a capacity to accommodate 50 or more head of cattle or piggeries having a capacity to accommodate 200 or more pigs or 20 or more breeding sows. The policy also extends the definition of the term rural industry to include composting facilities or works, including facilities and works for the production of mushroom substrate.
33	Hazardous and Offensive Development	Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the EP&A Act.
36	Manufactured Home Estates	Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.
44	Koala Habitat Protection	Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat.
50	Canal Estates	Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

55	Remediation of land	Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.
62	Sustainable Aquaculture	<p>The aims and objectives of this Policy are:</p> <ul style="list-style-type: none"> <li>• to encourage sustainable aquaculture, including sustainable oyster aquaculture, in the State, namely, aquaculture development which uses, conserves and enhances the community's resources so that the total quality of life now and in the future can be preserved and enhanced, and</li> <li>• to make aquaculture development permissible in certain zones under the Standard Instrument, as identified in the <i>NSW Land Based Sustainable Aquaculture Strategy</i>, and</li> <li>• to set out the minimum site location and operational requirements for permissible aquaculture development (the <b>minimum performance criteria</b>), and</li> <li>• to establish a graduated environmental assessment regime for aquaculture development based on the applicable level of environmental risk associated with site and operational factors (including risks related to climate change, in particular, rising sea levels), and</li> <li>• to apply the Policy to land-based aquaculture development and oyster aquaculture development in the State and to include facility for extension of the Policy to natural water-based aquaculture.</li> </ul>
64	Advertising and Signage	Aims to (a) ensure that signage is of high quality design and finish; compatible with the desired amenity and visual character of an area and provides effective communication in suitable locations; (b) regulate signage (but not content); and (c) provide time-limited consents for the display of certain advertisements.
65	Design Quality of Residential Flat Development	Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panel to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of qualified designer throughout the design, application and construction stages.
	SEPP (Housing for Seniors or People with a Disability) 2004	Encourages the development of high quality accommodation for ageing population and for people with disabilities
	SEPP (Building Sustainability Index : BASIX) 2004	Operates in conjunction with Environmental Planning Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to development standards arising under BASIX.

	SEPP (Major Development) 2005	Defines what development is state significant development and determined by the Minister for Infrastructure and Planning.
	SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.
	SEPP (Infrastructure) 2007	Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.
	SEPP (Miscellaneous Consent Provisions) 2007	<p>The aims of this Policy are as follows:</p> <ul style="list-style-type: none"> <li>• to provide that the erection of temporary structures is permissible with consent across the State,</li> <li>• to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,</li> <li>• to encourage the protection of the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration,</li> <li>• to provide that development comprising the subdivision of land, the erection of a building or the demolition of a building, to the extent to which it does not already require development consent under another environmental planning instrument, cannot be carried out except with development consent.</li> </ul>
	SEPP (Rural Lands) 2008	Aims to facilitate the orderly and economic use and development of rural lands for rural and related purposes.
	SEPP (Exempt and Complying Development Codes) 2008	The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate
	SEPP (Affordable Rental Housing) 2009	Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.
	SEPP (Sydney Drinking Water Catchment) 2011	<p>Applies to land in the Sydney hydrological catchment.</p> <p>The aims of this Policy are:</p> <ul style="list-style-type: none"> <li>(a) to provide for healthy water catchments that will deliver high quality water while permitting development that is compatible with that goal, and</li> <li>(b) to provide that a consent authority must not grant consent to a proposed development unless it is satisfied that the proposed development will have a neutral or beneficial effect on water quality, and</li> <li>(c) to support the maintenance or achievement of the water quality objectives for the Sydney drinking water catchment.</li> </ul>

	SEPP (Vegetation in Non-Rural Areas) 2017	<p>The aims of this Policy are:</p> <ul style="list-style-type: none"> <li>to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and</li> <li>to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation</li> </ul>
	SEPP (Educational Establishments and Child Care Facilities) 2017	<p>The SEPP aims to:</p> <ul style="list-style-type: none"> <li>streamline the planning system for education and child care facilities including changes to exempt and complying development;</li> <li>make NSW the first State to bring National Laws regulating early childhood education and care into a state planning system;</li> <li>bring the Department of Education into the planning process and give child care providers and developers upfront information about, all national and state requirements for new child care services;</li> <li>streamline the delivery of new schools and upgrading existing facilities, with a focus on good design; and</li> <li>assist TAFEs and universities to expand and adapt their specialist facilities in response to the growing need, and to maintain our reputation for providing world class tertiary education, while allowing for more flexibility in the use of their facilities.</li> </ul>
	Draft Primary Production and Rural Development SEPP	
	Draft SEPP (Environment)	



Council Ref: DD0064/2018  
Your Ref: 49709625/75411159  
Enquiries: Customer Service

Meyer Vandenberg  
Mail SAI Global Property  
Level 3 355 Spencer Street  
WEST MELBOURNE VIC 3003

Dear Sir/Madam

**Drainage Diagram No: DD0064/2018**  
**Property Address: Lot 3 DP 1167872**  
**2 Modbury Street BUNGENDORE NSW 2621**

Please find attached the requested Drainage Diagram for the abovementioned property.

Further information may be obtained by telephoning the undersigned on 1300 735 025 or 6238 8111 and quoting the file number shown above.

Yours faithfully

**Gordon Cunningham**  
Service Manager, Utilities  
Queanbeyan-Palerang Regional Council

Encl.

**OFFICES**

144 Wallace St, Braidwood  
10 Majara St, Bungendore  
256 Crawford St, Queanbeyan

**POSTAL**

PO Box 90, Queanbeyan NSW 2620

**PHONE**

P: 1300 735 025

**EMAIL/WEB**

W: [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)  
E: [enquiries@qprc.nsw.gov.au](mailto:enquiries@qprc.nsw.gov.au)

ABN 95 933 070 982

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Queanbeyan Palerang Regional Council  
Land & Property Information 2016

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Sever and Stormwater connection illustrative only and may  
not be accurate. For more information, please contact the Council.

Queanbeyan Palerang Regional Council

256 Crawford St  
Queanbeyan NSW 2620  
Phone: (02) 6285 6000  
www.qprc.nsw.gov.au



Projection: GDA94 / MGA 2000 55

DD00064/2018

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INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
D1167872/3	2 MODBURY ST BUNGENDORE 2621	\$688 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

---

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

\* Overseas customers call +61 2 9761 4956  
Help in community languages is available.

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

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, 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:

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

**7 Claims by purchaser**

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - remittance amount payable;
  - *RW* 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

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

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4     *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3     The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4     If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5     If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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