

Contract for the sale and purchase of land 2018 edition

TERM MEANING OF TERM

Vendor's Agent

Elders Real Estate
11 Wharf Street
Forster NSW 2428

NSW Duty:

Phone **6555 2188**
 Fax **6555 2199**
 Ref **Robert Milham**

Co-agent

Vendor

Ricky James Clifton and Amanda Ivy Clifton
17 Margina Close, Tuncurry NSW 2428

Vendor's Solicitor

KEY2 CONVEYANCING
PO BOX 697
FORSTER NSW 2428
DX7112 FORSTER

Phone **02 6555 8788**
 Fax **02 6555 8763**
 Ref **K8864**
 Email **liz@key2conveyancing.com.au**

Date for completion

28 days after the date of this contract (clause 15)

Land
 (address, plan details
 and title reference)

17 Margina Close, Tuncurry
 Registered Plan: Lot 1 Plan 1224883
 Folio 1/1224883

Improvements

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

Attached copies

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

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

Inclusions

☒ blinds ☒ dishwasher ☒ light fittings ☒ stove
☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☒ pool equipment
☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna
☐ curtains ☒ other: air conditioning, garage remote

Exclusions

Purchaser

Purchaser's solicitor

Phone
 Fax
 Ref
 Email

Price \$

Deposit \$

Balance \$

(10% of the price, unless otherwise stated)

Contract Date

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

buyer's agent

Vendor

GST AMOUNT (optional)

The price includes
 GST of:

Witness

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

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 within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

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): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 10.7(5) information included in that certificate <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 planning agreement <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 Building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input checked="" type="checkbox"/> 28 evidence of registration <input checked="" type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance 	<ul style="list-style-type: none"> <input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 document relevant to off-the-plan sale Other <input type="checkbox"/> 58

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN Ricky James Clifton and Amanda Ivy Clifton

(VENDOR)

AND

(PURCHASER)

PROPERTY: 17 Margina Close, Tuncurry

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

6. Amendments to printed form

Clause 7.1.1 is amended by replacing "5%" with 1%.

7. Foreign purchaser

The purchaser warrants:

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

8. Electronic execution by the purchaser

8.1 The parties acknowledge and agree that the execution of the contract by the purchaser may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the purchaser's execution of this contract").

8.2 The parties agree that they will not make any objection or claim any right to terminate or rescind this contract or delay the completion of the contract, due to the manner of the purchaser's execution of this contract.

8.3 The purchaser agrees to provide to the vendor the original signature page of this contract within twenty-one (21) days after the date of this contract.

9. Electronic execution by the vendor

9.1 The parties acknowledge and agree that the execution of the contract by the vendor may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the vendor's execution of this contract").

9.2 The parties agree that they will not make any objection or claim any right to terminate or rescind the contract or delay the completion of this contract, due to the manner of the vendor's execution of this contract.

9.3 The vendor agrees to provide to the purchaser the original signature page of this contract within twenty-one (21) days after the date of this contract.



FOLIO: 1/1224883

SEARCH DATE	TIME	EDITION NO	DATE
10/4/2019	4:43 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 1224883
AT TUNCURRY
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF TUNCURRY COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1224883

FIRST SCHEDULE

RICKY JAMES CLIFTON
AMANDA IVY CLIFTON
AS JOINT TENANTS (T AM91941)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP648580 EASEMENT FOR DRAINAGE & RETENTION OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1220832 POSITIVE COVENANT
- 4 DP1224883 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1224883 POSITIVE COVENANT
- 6 DP1224883 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 7 DP1224883 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 8 AM91942 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

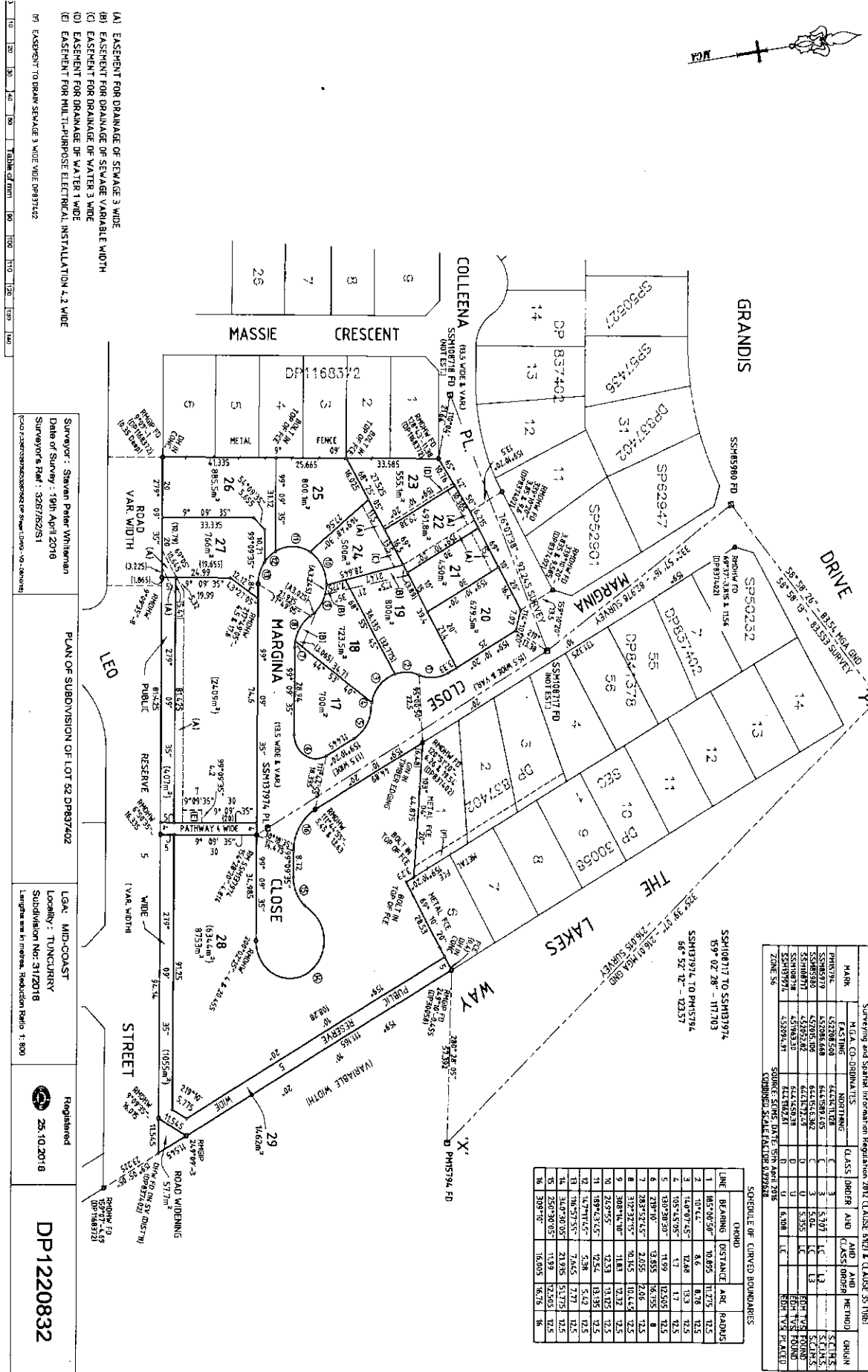
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***




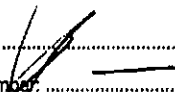
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RECEIVED
JAN 20 1964
U.S. AIR FORCE
HEADQUARTERS
AIR FORCE
WASHINGTON, D.C.



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  25.10.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p>  <p>DP1220832 S</p>	
<p>PLAN OF SUBDIVISION OF LOT 52 DP837402</p>	<p>LGA: MID-COAST</p> <p>Locality: TUNCURRY</p> <p>Parish: TUNCURRY</p> <p>County: GLOUCESTER</p>	
<p>Crown Lands NSW/Western Lands Office Approval</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>Survey Certificate</p> <p>I, <u>Steven Peter Whiteman</u> of <u>3 Wharf Street Forster, Po Box 510</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: 19th April 2016</p> <p>*(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: <u>10/5/16</u></p> <p>Surveyor ID: <u>2309</u></p> <p>Datum Line: <u>'X'-Y'</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>*Strike through if inapplicable.</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>Subdivision Certificate</p> <p>I, <u>JOHN DOUGHERTY</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 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>MID-COAST COUNCIL</u></p> <p>Date of Endorsement: <u>23.8.16</u></p> <p>Subdivision Certificate number: <u>31/2016</u></p> <p>File number: <u>DA 187/2014 + DA 483/2004</u></p> <p>*Strike through inapplicable parts</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF MARGINA CLOSE, THE PATHWAY 4 WIDE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO CREATE LOT 29 AS PUBLIC RESERVE</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Plans used in preparation of survey/compilation.</p> <p>DP30058, DP837402, DP1168372</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Surveyor's Reference: 3267/52/S1</p> <p>(CAD F:32673267S523267S52 DP Stage1.DWG - V2 - 17/08/16)</p>		

PLAN FORM 6A (2012)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)																																																																						
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 25.10.2016</p> <p>PLAN OF SUBDIVISION OF LOT 52 DP837402</p> <p>Subdivision Certificate Number: <u>31/2016</u></p> <p>Date of Endorsement: <u>23.8.16</u></p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="font-size: large; text-align: center;">DP1220832</p> <p style="font-size: x-small;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - Sec 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919. Signatures and seals - see 195D Conveyancing Act 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																							
<p>PURSUANT TO Sec.88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (A) 2. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (B) 3. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (C) 4. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (D) 5. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (E) 6. RESTRICTION(S) ON THE USE OF LAND 7. POSITIVE COVENANT 8. RESTRICTION(S) ON THE USE OF LAND 9. RESTRICTION(S) ON THE USE OF LAND <div style="text-align: right; margin-top: 20px;"> <p><i>MID-COAST COUNCIL</i> <i>accepts 3, 4, 6 and 7</i></p> <p> JOHN T. DOUGHERTY AUTHORISED PERSON GREAT LAKES COUNCIL <i>MID-COAST</i> <i>PURSUANT TO S.378 OF THE</i> <i>LOCAL GOVERNMENT ACT 1993</i></p> </div> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 20px;"> <thead> <tr> <th>Lot</th> <th>Street Number</th> <th>Street Name</th> <th>Street Type</th> <th>Locality</th> </tr> </thead> <tbody> <tr><td>17</td><td>12-14</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>18</td><td>N/A</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>19</td><td>8</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>20</td><td>1</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>21</td><td>3</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>22</td><td>5</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>23</td><td>7</td><td>COLLEENA</td><td>PLACE</td><td>TUNCURRY</td></tr> <tr><td>24</td><td>18</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>25</td><td>20</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>26</td><td>22</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>27</td><td>24</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>28</td><td>N/A</td><td>MARGINA</td><td>CLOSE</td><td>TUNCURRY</td></tr> <tr><td>29</td><td>N/A</td><td>N/A</td><td>N/A</td><td>TUNCURRY</td></tr> </tbody> </table> <p style="text-align: center; font-size: x-small; margin-top: 10px;">If space is insufficient use additional annexure sheet</p>			Lot	Street Number	Street Name	Street Type	Locality	17	12-14	MARGINA	CLOSE	TUNCURRY	18	N/A	MARGINA	CLOSE	TUNCURRY	19	8	MARGINA	CLOSE	TUNCURRY	20	1	COLLEENA	PLACE	TUNCURRY	21	3	COLLEENA	PLACE	TUNCURRY	22	5	COLLEENA	PLACE	TUNCURRY	23	7	COLLEENA	PLACE	TUNCURRY	24	18	MARGINA	CLOSE	TUNCURRY	25	20	MARGINA	CLOSE	TUNCURRY	26	22	MARGINA	CLOSE	TUNCURRY	27	24	MARGINA	CLOSE	TUNCURRY	28	N/A	MARGINA	CLOSE	TUNCURRY	29	N/A	N/A	N/A	TUNCURRY
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ADMINISTRATION SHEET AMENDED IN LPI AT SURVEYORS REQUEST 21.10.2016

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  25.10.2016	DP1220832	
PLAN OF SUBDIVISION OF LOT 52 DP837402		
Subdivision Certificate Number: <u>31/2016</u> Date of Endorsement: <u>28.8.16</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - Sec 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.• Signatures and seals - see 195D Conveyancing Act 1919.• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p><i>Claud Stanley Wilson</i> CLAUD STANLEY WILSON.</p> <p>SIGNED IN MY PRESENCE BY CLAUD STANLEY WILSON WHO IS PERSONALLY KNOWN TO ME <i>B.A. LIBBURY</i> B.A. LIBBURY 20/05/16</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 3267/52/S1 (CAD F:3267\3267S52\3267S52 DP Stage1.DWG - V1 - 15/03/16)		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
 AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**



DP1220832 B

(Sheet 1 of 8 sheets)

Plan of Subdivision of Lot 52 in DP837402
 covered by Council Clerk's Certificate

No. 31/2016 dated 23 - 8, 2016

Full name and address of
 the owner of the land

CLAUD STANLEY WILSON
 of 'Silverburn'
 1798 Burruga Road
 JUDDS CREEK NSW 2795

Full name and address of
 the Mortgagee of the land

Westpac Banking Corporation
 35 Horton St, Port Macquarie NSW 2444

PART 1 - CREATION

Number of item shown in the Intention panel of the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefitted lots, roads, bodies or prescribed authorities
1	Easement for Drainage of Sewage 3 wide (A)	Lots 21, 22, 24, 27 & 28	Midcoast County Council
2	Easement for Drainage of Sewage variable width (B)	Lots 18 & 19	Midcoast County Council
3	Easement for Drainage of Water 3 wide (C)	Lot 24	Lot 25
4	Easement for Drainage of Water 1 wide (D)	Lot 23	Lots 24 and 25
5	Easement for Multi-Purpose electrical installation 4.2 wide (E)	Lot 28	Essential Energy
6	Restriction on the use of land	Lots 26 and 27	Great Lakes Council Mid-Coast Council
7	Positive Covenant	Each lot excluding Lot 29	Great Lakes Council Mid-Coast Council
8	Restrictions on the use of land	Each lot excluding Lots 28 and 29	Each lot excluding Lots 28 and 29
9	Restriction on the use of land	Lots 17 and 20	Midcoast County Council

MID-COAST
 APPROVED BY GREAT LAKES COUNCIL

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

DP1220832

(Sheet 2 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016

PART 2 - TERMS

1. Terms of Easement firstly referred to in the plan

It is intended to create an easement for drainage of sewage as set out in registered Memorandum AF361750 Part B.

2. Terms of Easement secondly referred to in the plan

It is intended to create an easement for drainage of sewage as set out in registered Memorandum AF361750 Part B.

3. Terms of Easement fifthly referred to in the plan

It is intended to create an easement for multi-purpose electrical installation as set out in registered Memorandum AG189384 Part C.

4. Terms of Restriction on the Use of Land sixthly referred to in the plan

The lot burdened shall not be permitted to have vehicular access to Leo Street or Massie Crescent from the lot.

5. Terms of Positive Covenant seventhly referred to in the plan.

- (a) Landscaped areas outside the building footprint within the lot burdened are to be maintained as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Fire Service document "Standards for Asset Protection Zones".
- (b) All new fencing constructed on the lot burdened is to be constructed of non-combustible material.

6. Terms of Restrictions on the use of the Land eighthly referred to in the plan

- (a) No dwelling whether a single dwelling or one or two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.
- (b) No main building, garage or other out building may be erected on any lot, which:-
 - (i) is not constructed entirely of good quality and new materials; and
 - (ii) has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise
- (c) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separated from any main building erected thereon.
- (d) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment.
- (e) During the ownership of any adjoining land by Claud Stanley Wilson or his successors or assignees other than purchasers on sale, no fence shall be erected on any lot to divide the same from such adjoining land without consent of Claud Stanley Wilson or his successors or

MID-COAST
APPROVED BY GREAT LAKES COUNCIL

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

DP1220832

(Sheet 3 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016

assignees other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Claud Stanley Wilson or his successors or assignees other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.

- (g) That the expression "the land" where herein used shall be deemed to refer separately and severally to each lot burdened.
- (h) No internal fence is to be erected unless it is 1.8m "Colourbond" steel sheet.

7. Terms of Restrictions on the use of the Land ninthly referred to in the plan

- (a) No habitable part of any dwelling shall be constructed below the floor level as set out below:-
 - (i) Lot 17 - reduced level 6.3 metres Australian height datum; and
 - (ii) Lot 20 - reduced level 5.7 metres Australian height datum.

Name of Person or Authority Empowered to Release, Vary or Modify Easement firstly, secondly and ninthly referred to in the Plan:

Midcoast County Council

Name of Person or Authority Empowered to Release, Vary or Modify Easement fifthly referred to in the Plan:

Essential Energy

Name of Person or Authority Empowered to Release, Vary or Modify Easement thirdly, fourthly, sixthly and seventhly referred to in the Plan:

~~Mid-Coast~~
Great Lakes Council

Name of Person or Authority Empowered to Release, Vary or Modify Easement eighthly referred to in the Plan:

Claud Stanley Wilson or his successors or estate until the expiry of ten (10) years from the date on which the abovementioned plan is registered as a deposited plan thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and completed in all respects of the costs and expenses of the person requesting such release, variation or modification.

MID-COAST
APPROVED BY GREAT LAKES COUNCIL

Authorised Officer

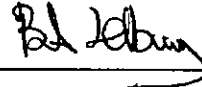
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
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DP1220832

(Sheet 4 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016

SIGNED by CLAUD STANLEY WILSON
in the presence of:-





BALIDWAY
BRIAN ALBERT LIOBURY
36 REST POINT AVENUE
TUNSWICK 2428

MID-COAST
APPROVED BY GREAT LAKES COUNCIL


Authorized Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1220832

(Sheet 5 of 8 sheets)

Plan of Subdivision of Lot 52 in DP837402

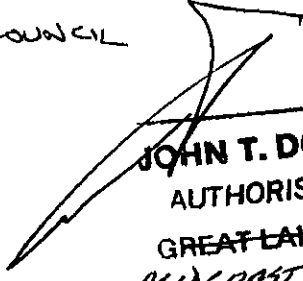
covered by Council Clerk's Certificate

No. 31/2016 dated 23-8, 2016

 EXECUTED by
GREAT LAKES COUNCIL MID-COAST COUNCIL
by its authorised officer


In the presence of:

LEONE PAULINE COOKE


JOHN T. DOUGHERTY
AUTHORISED PERSON
GREAT LAKES COUNCIL
MIDCOAST

PURSUANT TO S.378 OF THE
LOCAL GOVERNMENT ACT, 1993.

 MID-COAST
APPROVED BY ~~GREAT LAKES COUNCIL~~


Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1220832

(Sheet 6 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016


EXECUTED by
MIDCOAST COUNTY COUNCIL
by its authorised officer



Easements and restrictions are
accepted by MidCoast County Council.

 Technical Officer

in the presence of:


Kylie De Fina

MID-COAST
APPROVED BY GREAT LAKES COUNCIL




Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1220832

(Sheet 7 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016

EXECUTED by ESSENTIAL ENERGY
by its duly appointed attorney under power
of attorney book 4693 No 330 in the presence
of:-

Signature of witness

Name of witness

Address of witness

RAELENE MYERS
JP202504
35 Grant Street
Port Macquarie 2444



Signature of attorney

Diina Portersson
Name and title of attorney

Signature of attorney

Name and title of attorney

Acting Manager
Property, Fleet, Procurement & Logistics
Essential Energy

MID-COAST
APPROVED BY GREAT LAKES COUNCIL


Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1220832

(Sheet 8 of 8 sheets)
Plan of Subdivision of Lot 52 in DP837402
covered by Council Clerk's Certificate
No. 31/2016 dated 23-8, 2016

EXECUTED by
WESTPAC BANKING CORPORATION
by its authorised officer

In the presence of:

REGISTERED

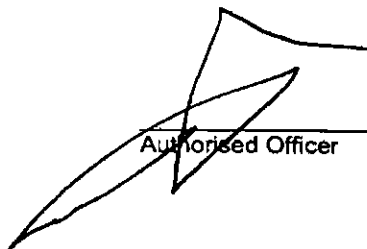


25.10.2016

MID-COAST
APPROVED BY GREAT LAKES COUNCIL



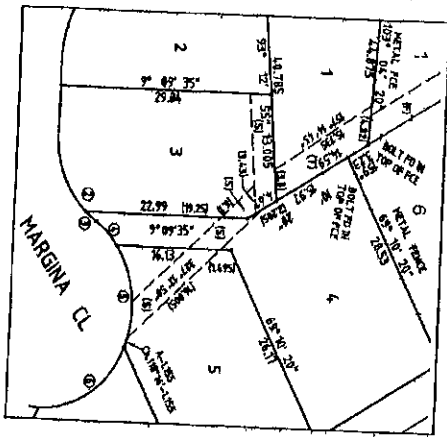
Authorised Officer



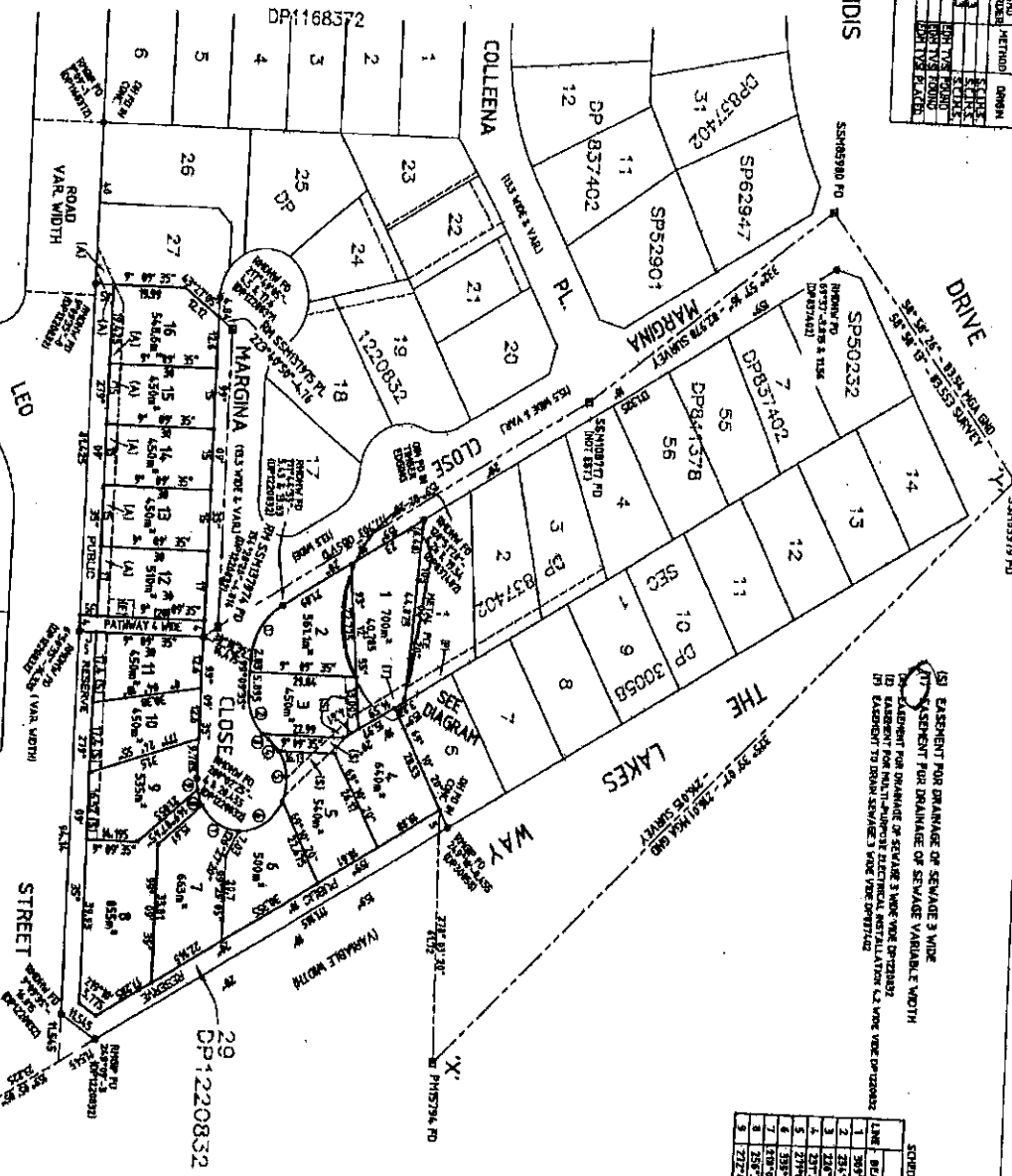
[illegible]

SSM137974 TO SSM137975
279° 07' 35" - 73.162
SSM137974 TO PH15794
66° 52' 12" - 123.57

DIAGRAM



GRANDIS



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

15) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE VOR D072032
16) EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 2.5 WIDE VOR D072032
17) EASEMENT TO DRAIN SEWAGE 1 WIDE VOR D072032

LINE	BEARING	DISTANCE	ARC	PLACEMENT
1	369° 30'	16.005	66.76	88
2	234° 57' 20"	10.25	6.56	12.5
3	226° 17' 50"	3.96	3.445	17.5
4	257° 18' 40"	4.2	4.22	17.5
5	217° 03'	12.45	12.05	17.5
6	339° 03' 20"	16.03	14.195	17.5
7	718° 04'	12.073	7.6	12.5
8	255° 36'	4.185	5.275	12.5
9	272° 42' 30"	2.81	2.85	12.5

Surveyor: Steven Peter Whitburn
Date of Survey: 16th April 2010
Surveyor's Ref: 82878282

SECTION OF SUBDIVISION OF LOT 28 DP1220832

Locality: MID-COAST
 Locality: TUNCLIFFE
 Subdivision No: 282716
 Lengths are in metres. Production Range: 1: 500





Registered
 28.10.2016

DP1224883 P

DP1224883 P

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  28.10.2016</div> <div>Title System: TORRENS</div> <div>Purpose: SUBDIVISION</div>		<div>Office Use Only</div> <div></div> <div>DP1224883 S</div>
PLAN OF SUBDIVISION OF LOT 28 DP1220832		LGA: MID-COAST Locality: TUNCURRY Parish: TUNCURRY County: GLOUCESTER
<div>Crown Lands NSW/Western Lands Office Approval</div> <div>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.</div> <div>Signature:</div> <div>Date:</div> <div>File Number:</div> <div>Office:</div>	<div>Survey Certificate</div> <div>I, <u>Steven Peter Whiteman</u> of <u>3 Wharf Street Forster, Po Box 510</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</div> <div>* (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: <u>19th April 2016</u></div> <div>* (b) The part of the land shown in the plan (being "excluding") was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: the part not surveyed was compiled in accordance with that Regulation.</div> <div>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</div> <div>Signature:  Dated: <u>16/5/16</u></div> <div>Surveyor ID: <u>2309</u></div> <div>Datum Line: <u>'X'-Y'</u></div> <div>Type: <u>*Urban/*Rural</u></div> <div>The terrain is <u>*Level-Undulating / *Steep-Mountainous</u></div> <div>*Strike through if inapplicable.</div> <div>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</div>	
<div>Subdivision Certificate</div> <div><u>JOHN DOUGHERTY</u></div> <div>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</div> <div>Signature: </div> <div>Accreditation number:</div> <div>Consent Authority: <u>MID-COAST COUNCIL</u></div> <div>Date of Endorsement: <u>24.8.16</u></div> <div>Subdivision Certificate number: <u>32/2016</u></div> <div>File number: <u>SA 483/2004</u></div> <div>*Strike through inapplicable parts</div>	<div>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</div> <div>Plans used in preparation of survey/compilation.</div> <div>DP30058, DP837402, DP1168372</div> <div>DP1220832</div> <div>If space is insufficient continue on PLAN FORM 6A</div>	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: 3267/52/S2 (CAD F:3267\3267S52\3267S52 DP Stage2.DWG - V2 - 17/08/16)

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  28.10.2016

DP1224883

PLAN OF SUBDIVISION OF LOT 28 DP1220832

This sheet is for the provision of the following information as required:
 • A schedule of lots and addresses - Sec 60(c) SSI Regulation 2012
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
 • Signatures and seals - see 1960 Conveyancing Act 1919.
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

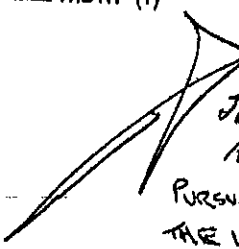
Subdivision Certificate Number: 32/2016

Date of Endorsement: 24.8.16

PURSUANT TO Sec.88B OF THE CONVEYANCING ACT 1919
 IT IS INTENDED TO CREATE:-

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (S)
2. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (T)
3. RESTRICTIONS ON THE USE OF LAND
4. RESTRICTIONS ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTIONS ON THE USE OF LAND
7. RESTRICTIONS ON THE USE OF LAND

MID-COAST COUNCIL
 accepts 3, 4 and 5


 JOHN DOUGHERTY
 AUTHORIZED OFFICER
 PURSUANT TO SEC. 376 OF
 THE LOCAL GOVERNMENT
 ACT 1993

Lot	Street Number	Street Name	Street Type	Locality
1	17	MARGINA	CLOSE	TUNCURRY
2	19	MARGINA	CLOSE	TUNCURRY
3	21	MARGINA	CLOSE	TUNCURRY
4	23	MARGINA	CLOSE	TUNCURRY
5	25	MARGINA	CLOSE	TUNCURRY
6	27	MARGINA	CLOSE	TUNCURRY
7	29	MARGINA	CLOSE	TUNCURRY
8	31	MARGINA	CLOSE	TUNCURRY
9	33	MARGINA	CLOSE	TUNCURRY
10	35	MARGINA	CLOSE	TUNCURRY
11	37	MARGINA	CLOSE	TUNCURRY
12	34	MARGINA	CLOSE	TUNCURRY
13	32	MARGINA	CLOSE	TUNCURRY
14	30	MARGINA	CLOSE	TUNCURRY
15	28	MARGINA	CLOSE	TUNCURRY
16	26	MARGINA	CLOSE	TUNCURRY


If space is insufficient use additional annexure sheet

Surveyor's Reference: 3267/52/S2

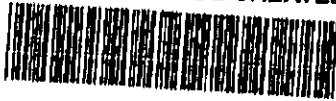
(CAD F:3267\3267S52\3267S52 DP Stage2.DWG - V1 - 21/04/16)

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  28.10.2016	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 28 DP1220832		DP1224883
Subdivision Certificate Number: 32/2016 Date of Endorsement: 24.8.16		
<p>CLAUD STANLEY WILSON. <i>Claud Stanley Wilson</i></p> <p>SIGNED IN MY PRESENCE BY CLAUD STANLEY WILSON WHO IS PERSONALLY KNOWN TO ME <i>BALDWIN</i> BALDWIN 20/08/16</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 3267/52/S2 (CAD F:3267\326752\326752 DP Stage2.DWG - V1 - 21/04/16)		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
 AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**



DP1224883 B

(Sheet 1 of 7 sheets)
 Plan of Subdivision of Lot 28 in DP 1220832
 covered by Council Clerk's Certificate
 No. 32/2016 dated 24-8, 2016

Full name and address of
 the owner of the land

CLAUD STANLEY WILSON
 of 'Silverburn'
 1798 Burruga Road
 JUDDS CREEK NSW 2795

Full name and address of
 the Mortgagee of the land

Westpac Banking Corporation
 35 Horton St, Port Macquarie NSW 2444

PART 1 - CREATION

Number of item shown in the intention panel of the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefitted lots, roads, bodies or prescribed authorities
1	Easement for Drainage of Sewage 3 wide (S)	Lots 3, 4, 5, 9, 10 & 11	Midcoast County Council
2	Easement for Drainage of Sewage variable width (T)	Lot 1	Midcoast County Council
3	Restrictions on the use of land	Lots 8, 9, 10, 11, 12, 13, 14, 15 & 16	Great Lakes Council Mid-Coast
4	Restrictions on the use of land	Lots 4, 5, 6, 7 & 8	Great Lakes Council Mid-Coast Council
5	Positive Covenant	Each lot	Great Lakes Council Mid-Coast Council
6	Restrictions on the use of land	Lots 1, 2, 3, 4, 5, 6, 7 & 8	Midcoast County Council
7	Restrictions on the use of land	Each lot	Every other lot

MID-COAST
 APPROVED BY GREAT-LAKES COUNCIL

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1224883

(Sheet 2 of 7 sheets)
Plan of Subdivision of Lot 28 in DP 1220832
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No. 32/2016 dated 24-8, 2016

PART 2 - TERMS

1. **Terms of Easement firstly referred to in the plan**
It is intended to create an easement for drainage of sewage 3 wide as set out in registered Memorandum AF361750 Part B.
2. **Terms of Easement secondly referred to in the plan**
It is intended to create an easement for drainage of sewage variable width (T) as set out in registered Memorandum AF361750 Part B.
3. **Terms of Restrictions on the use of Land thirdly referred to in the plan**
The lots burdened shall not be permitted to have vehicular access to Leo Street.
4. **Terms of Restriction on the Use of Land fourthly referred to in the plan**
The lots burdened shall not be permitted to have vehicular access to The Lakes Way.
5. **Terms of Positive Covenant fifthly referred to in the plan.**
 - (a) Landscaped areas outside the building footprint within the lot burdened are to be maintained as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Fire Service document "Standards for Asset Protection Zones".
 - (b) All new fencing constructed on each lot burdened is to be constructed of non-combustible material.
6. **Terms of Restrictions on the use of the Land sixthly referred to in the plan**
No habitable part of any dwelling shall be constructed below the floor level as set out below
 - Lot 1 RL 6.23m AHD
 - Lot 2 RL 6.54m AHD
 - Lot 3 RL 6.5m AHD
 - Lot 4 RL 6.3m AHD
 - Lot 5 RL 6.5m AHD
 - Lot 6 RL 6.8m AHD
 - Lot 7 RL 6.9m AHD
 - Lot 8 RL 6.7m AHD
7. **Terms of Restrictions on the use of the Land seventhly referred to in the plan**
 - (a) No dwelling whether a single dwelling or one or two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.

MID - COAST
APPROVED BY GREAT LAKES COUNCIL

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1224883

(Sheet 3 of 7 sheets)
Plan of Subdivision of Lot 28 in DP 1220832
covered by Council Clerk's Certificate
No. 3212016 dated 24-8, 2016

- (b) No main building, garage or other out building may be erected on any lot, which:-
- (i) is not constructed entirely of good quality and new materials; and
 - (ii) has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise
- (c) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separated from any main building erected thereon.
- (d) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment.
- (e) During the ownership of any adjoining land by Claud Stanley Wilson or his successors or assignees other than purchasers on sale, no fence shall be erected on any lot to divide the same from such adjoining land without consent of Claud Stanley Wilson or his successors or assignees other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Claud Stanley Wilson or his successors or assignees other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (g) That the expression "the land" where herein used shall be deemed to refer separately and severally to each lot burdened.
- (h) No internal fence is to be erected unless it is 1.8m "Colourbond" steel sheet.

Name of Person or Authority Empowered to Release, Vary or Modify Easement firstly, secondly and sixthly referred to in the Plan:

Midcoast County Council

Name of Person or Authority Empowered to Release, Vary or Modify Easement thirdly, fourthly and fifthly referred to in the Plan:

M.D. Coast
Great Lakes Council

Name of Person or Authority Empowered to Release, Vary or Modify Easement seventhly referred to in the Plan:

Claud Stanley Wilson or his successors or estate until the expiry of ten (10) years from the date on which the abovementioned plan is registered as a deposited plan thereafter by the person or persons in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and completed in all respects of the costs and expenses of the person requesting such release, variation or modification.

MID-COAST
APPROVED BY GREAT LAKES COUNCIL

[Signature]
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
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DP1224883

(Sheet 4 of 7 sheets)
Plan of Subdivision of Lot 28 in DP 1220832
covered by Council Clerk's Certificate
No. 32/2016 dated 24-8, 2016

SIGNED by CLAUD STANLEY WILSON
in the presence of:-
AUBURN

Brian A. Lidbury
36 REST POINT PDE
TUNSWAY 2428

Claud Stanley Wilson

BA Lidbury

31/05/16

MID-COAST
APPROVED BY GREAT LAKES COUNCIL


[Signature]
Authorised Officer

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1224883

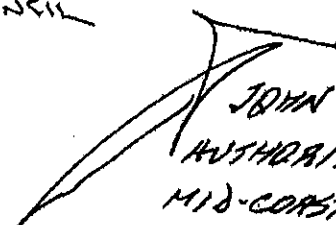
(Sheet 5 of 7 sheets)
Plan of Subdivision of Lot 28 in DP 1220832
covered by Council Clerk's Certificate
No.32/2016 dated 24-8, 2016

 EXECUTED by
~~GREAT LAKES COUNCIL~~ MID-COAST COUNCIL
by its authorised officer



In the presence of:

SUE BOCKALL

 JOHN DOUGHERTY
AUTHORISED OFFICER OF
MID-COAST COUNCIL
PURSUANT TO S.378 OF THE
LOCAL GOVERNMENT ACT
1993.

MID-COAST
APPROVED BY GREAT LAKES COUNCIL


Authorised Officer




INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
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DP1224883

(Sheet 6 of 7 sheets)
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covered by Council Clerk's Certificate
No.32/2016 dated 24-8, 2016

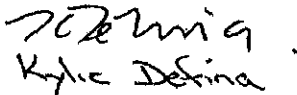
EXECUTED by
MIDCOAST COUNTY COUNCIL
by its authorised officer

 Mark Perry Technical Officer



Easements and restrictions are
accepted by MidCoast County Council.

In the presence of:

 Kylie Defina

MID-COAST
APPROVED BY GREAT LAKES COUNCIL


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED,
AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1224883

(Sheet 7 of 7 sheets)
Plan of Subdivision of Lot 28 in DP 1220832
covered by Council Clerk's Certificate
No. 32/2016 dated 24-8, 2016

~~EXECUTED by~~
WESTPAC BANKING CORPORATION
by its authorised officer

~~In the presence of:~~

REGISTERED  28.10.2016

MID-COAST
APPROVED BY GREAT LAKES COUNCIL


Authorised Officer



MIDCOAST
council

Forster office
4 Breese Parade | PO Box 450
Forster NSW 2428

PLANNING CERTIFICATE

Section 10.7
Environmental Planning & Assessment Act 1979

Cert No.	1612 / 2019
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Applicant

KEY2 CONVEYANCING PTY LTD
PO Box 697
FORSTER NSW 2428

Receipt No. :
Date of Issue : 11 April 2019
Ref : K8864 CLIFTON:6694

Property Key : 39537

Property Description

17 Margina Close, TUNCURRY NSW 2428
Lot 1 DP 1224883

Owner (as recorded by Council):

Mr R J Clifton and Mrs A I Clifton
17 Margina Cl
TUNCURRY NSW 2428

A — Advice provided in accordance with Section 10.7(2)

1. Names of relevant planning instruments and DCPs

Great Lakes Local Environment Plan 2014

Great Lakes Development Control Plan

The land is subject to the following planning proposal(s)

Short-term Holiday Rental of Dwellings

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

Liveable Housing and Flexible Zone Boundaries

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land

SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 1	DEVELOPMENT STANDARDS

SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 30	INTENSIVE AGRICULTURE
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 62	SUSTAINABLE AQUACULTURE
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP BASIX	(BUILDING SUSTAINABILITY INDEX: BASIX) 2004
SEPP-MD	(MAJOR DEVELOPMENT) 2005
SEPP-MPP&EI	(MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007
SEPP-S&RD	(STATE & REGIONAL DEVELOPMENT) 2011
SEPP	(INFRASTRUCTURE) 2007
SEPP	(RURAL LANDS) 2008.
SEPP	(TEMPORARY STRUCTURES) 2007.
SEPP	(EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008.
SEPP	(AFFORDABLE RENTAL HOUSING) 2009
SEPP	(VEGETATION IN NON-RURAL AREAS) 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

2. Zoning and land use under relevant LEPs

Great Lakes Local Environment Plan 2014

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Home occupations.

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Helipads; Home-based child care; Home businesses; Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Manor houses; Medical centre; Moorings; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewerage systems; Shop top housing; Water recreation structures; Water supply systems; Wharf or boating facilities.

4 Prohibited

Any development not specified in item 2 or 3.

3. Complying development

Housing Code

Complying development under this code MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

Rural Housing Code

Complying development under this code MAY be undertaken on land Zoned RU1, RU2, RU3, RU4, or R5 in Great Lakes LEP 2014

Greenfield Housing Code

Complying development under this code CAN NOT be undertaken on the land

Demolition Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (New Buildings and Additions) Code

Complying development under this code MAY be undertaken on the land

General Development Code

Complying development under this code MAY be undertaken on the land

Housing Alterations Code

Complying development under this code MAY be undertaken on the land

Subdivisions Code

Complying development under this code MAY be undertaken on the land

Fire Safety Code

Complying development under this code MAY be undertaken on the land

Container Recycling Facilities Code

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works
No annual charges apply to the land

5. Mine subsidence

The land is not proclaimed as a mine subsidence district

6. Road widening and road realignment

The land is not affected by plans for road widening or realignment

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

The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

7A. Flood related development controls information

No flood related development controls affect the land

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

8. Land reserved for acquisition

The land is not reserved for acquisition

9. Contributions plans that apply to the land

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

9A. Biodiversity certified land

The land is not Biodiversity certified

10. Biodiversity stewardship sites

No biodiversity stewardship agreements apply to the land

10A. Native vegetation clearing set asides

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

11. Bush fire prone land

Yes the land is Bush Fire Prone Land (Part only)

12. Property vegetation plans

No property vegetation plans apply to the subject land

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not received any such order

14. Directions under Part 3A of the EP&A Act

Not applicable

15. Site compatibility certificates and conditions for seniors housing

No Site Compatibility Certificate for Seniors Housing applies to the land

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

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments applies to the land

17. Site compatibility certificates for affordable rental housing

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

18. Paper subdivision information

No development plan applies to the land

19. Site verification certificates

No site verification certificate applies to the land

20. Loose-fill asbestos insulation

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

21. Affected building notices and building product rectification orders

No affected building notice or building product rectification order applies to the subject land

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

No additional matters under the Contaminated Land Management Act 1997

For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222.

Your Ref: K8864
Our Ref.: ENG2019/0520

Key2 Conveyancing
Po Box 697
FORSTER NSW 2428

Owner Details

Amanda I Clifton & Ricky J Clifton

Property Details

Lot 1 DP 1224883

Property Address

17 Margina CI TUNCURRY NSW 2428

SEWERED AREAS

As requested the Plan of House Drainage for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan. Please note the following important points:-

1. MidCoast Council's policy "Building over or adjacent to Watermains, Sewers or Sewerage Rising Mains" basically prohibits any new buildings to be erected closer than 1.5 meters to a Council pipe. This policy also requires special footings to be used when a building is within the 'Zone of Influence' of a sewer.

Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main can, and will, prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Council if you need any clarification on the implication of this policy. Full details are available upon request.

2. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Council nor that it complies with any standard or code.
3. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
4. The information on this Plan has been supplied by other parties and MidCoast Council will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that drainage diagrams are as accurate as practical when issued.
5. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
6. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.

7. Development charges will be applied if any new development on this land has a capacity of more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).
8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Council. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 1300 133 455

Dated: 18/04/2019

Director Water Services



MIDCOAST
council

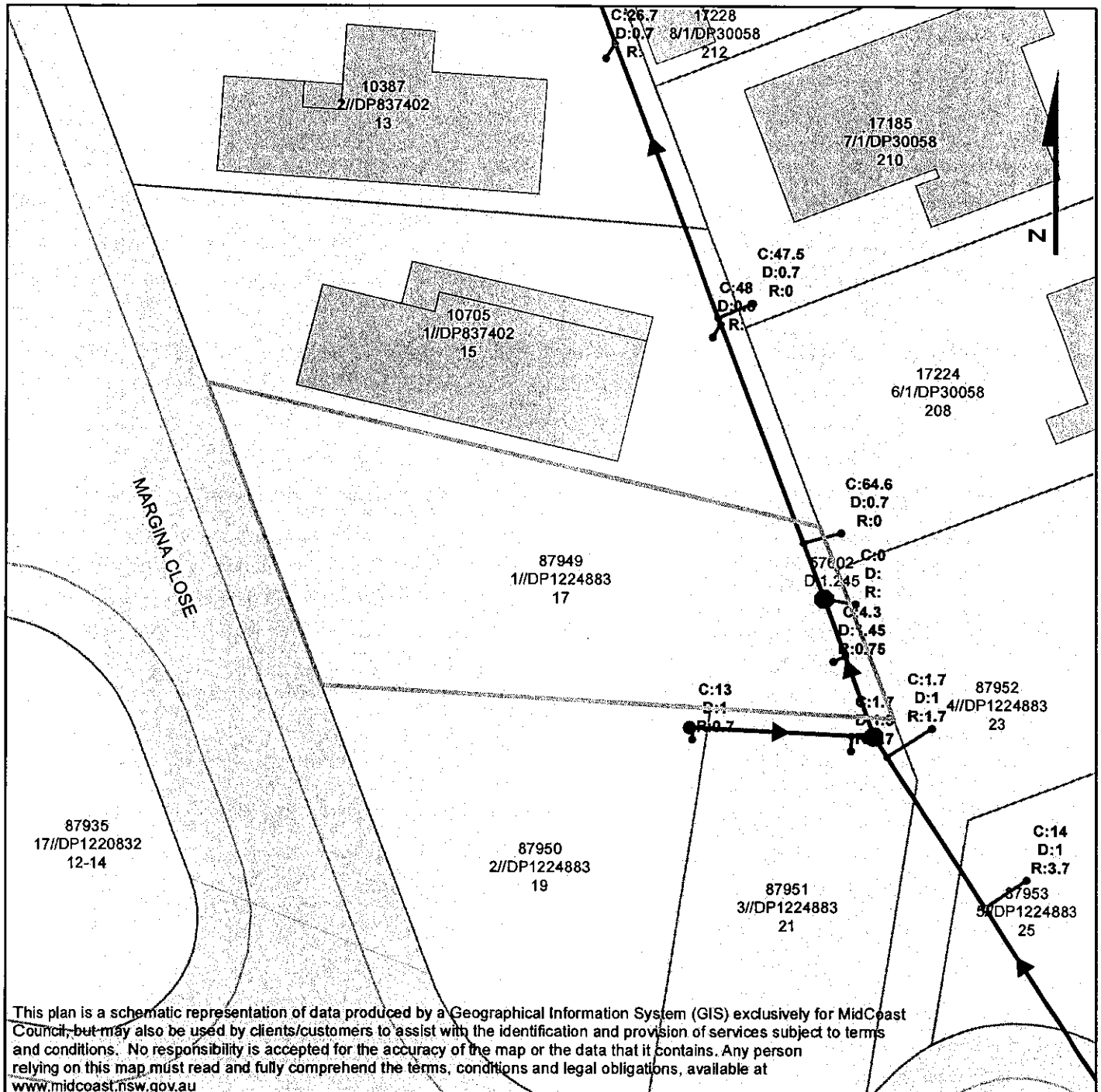
Sewer Drainage Diagram 87949

Lot 1

Section

Plan DP1224883

Address 17 Margina CI TUNCURRY NSW 2428



Legend

- Manholes
- Service Connection
- Endcap
- Fitting
- Lateral Lines
- Mains**
- Gravity Main
- Flow Direction

0 2.5 5 10 15 20
Meters
1:400

Sewer Junction
existing at
from D.S.M.H. metres
Depth of Junction approx. m
Depth of Riser approx. m

Forster/Tuncurry
PO Box 568
Forster NSW 2428
phone 02 6555 2178
fax 02 6555 2741



Bowraville
PO Box 26
Bowraville NSW 2449
phone 02 6564 7864
fax 02 6564 7075

6 March 2018

Rick & Amanda Clifton
16 Massie Crescent
TUNCURRY NSW 2428

Our Reference: 2017/065

~~Applicant's Copy/Owner's Copy/Council's Copy/Field Copy~~

OCCUPATION (FINAL) CERTIFICATE No. 2017/065

Issued under the Environmental Planning & Assessment Act 1979 Clause 79P of EP&A Regulation 1994

PROPERTY DETAILS

Property Details:	Lot 1 DP 1224883 17 Margina Place, Tuncurry NSW 2428
Whole or Section of Building:	Whole
Description of Building:	Dwelling
Date of Inspection:	26 February 2018
BCA Building Classification:	1(a)
Complying Development Certificate:	No.: 2017/065 Date: 15 February 2017
Principal Certifying Authority:	Ian Watson (Accreditation No. BPB0431)
Accreditation Body:	Building Professionals Board.

Forster/Tuncurry
PO Box 568
Forster NSW 2428
phone 02 6555 2178
fax 02 6555 2741



Bowraville
PO Box 26
Bowraville NSW 2449
phone 02 6564 7864
fax 02 6564 7075

Block

15 December 2017

Rick Clifton
17 Margina Close
TUNCURRY NSW 2428

Our Reference: 2017/411

~~Application Copy/Owner's Copy/Coastcert Copy/Block Copy~~

OCCUPATION (FINAL) CERTIFICATE No. 2017/411

Issued under the Environmental Planning & Assessment Act 1979 Clause 79P of EP&A Regulation 1994

PROPERTY DETAILS

Property Details: Lot 1 DP 1224883
No. 17 Margina Close, Tuncurry NSW 2428

Whole or Section of Building: Whole

Description of Building: Swimming Pool

Date of Inspection: 15 December 2017

BCA Building Classification: 10(b)

Complying Development Certificate: No.: 2017/411 **Date:** 5 October 2017

Principal Certifying Authority: Ian Watson (Accreditation No. BPB0431)

Accreditation Body: Building Professionals Board.



HBCF Policy No : HBCF17004329

Policy Date : 02/02/2017

Ricky James Clifton
16 Massie Crescent
TUNCURRY NSW NSW 2428

S M INSURANCE & INVESTMENT
SHOP 7, 60 MANNING STREET
TUNCURRY NSW 2428

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Register will also list whether any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by Insurance and Care NSW (icare) which provides services to the NSW Self Insurance Corporation in the management of the Home Building Compensation Fund (HBCF)

In respect of	New Single Dwelling Construction
At	15 Margina Close Tuncurry New South Wales 2428
Site plan No	NA
Site plan type	NA
Homeowner	Amanda Clifton
Carried out by	Ricky James Clifton
Builder job No	
Licence number	201837C
Contract sum	\$260,000.00
Contract date	31/01/2017 (Proposed)
Premium paid	\$1,496.35

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Certificate No HBCF17004329

Issued on 02/02/2017

Issued by QBE Insurance (Australia) Limited

Issued on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)

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.

17 MARGINAL NOTE

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	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	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 by a 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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

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