


Contract for the sale and purchase of land 2018 edition

| | | |
|---|--|---|
| TERM | MEANING OF TERM | NSW Duty: |
| vendor's agent | JKL Real Estate Shop 4, 2 Little Street, Forster NSW 2428 Email: carlie@jklrealestate.com | Phone: 6554 8717 Fax: 6555 8664 |
| co-agent | | |
| vendor | Kevin Wayne Burgess and Dianne Mary Burgess 49 Anniversary Drive, Diamond Beach NSW 2430 | |
| vendor's solicitor | All About Conveyancing 221 Victoria Street, Taree NSW 2430 PO Box 1370, Taree NSW 2430 DX 7002 Taree Email: ken@allabout.net.au | Phone: 6557 7003 Fax: 6557 8948 Ref: KB:KS:25189 |
|  | | |
| date for completion | 42 days after the date of this contract (clause 15) | |
| land (address, plan details and title reference) | 49 Anniversary Drive, Diamond Beach NSW 2430 Lot 9 in Deposited Plan 1041140 Folio Identifier 9/1041140 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

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

buyer's agent

vendor

witness

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

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

| | |
|---|--|
| <p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 property certificate for the land <input 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 type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance | <p>Strata or community title (clause 23 of the contract)</p> <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 <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 58 |
|---|--|

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

PROPERTY: 49 Anniversary Drive, Diamond Beach NSW 2430
VENDOR: Kevin Wayne Burgess

ADDITIONAL PROVISIONS

The terms of the printed Contract to which these additional provisions are annexed shall be read subject to the following:

- a. If there is a conflict between these additional conditions and the printed Contract, then these additional provisions shall prevail.
 - b. In the interpretation of this document words importing the singular number or plural number shall include the plural number and singular number respectively, and words importing any gender shall include any other gender.
 - c. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.
32. The Purchaser acknowledges that the provisions of this Contract shall constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract.
33. The following clauses shall be amended or clarified as shown:
 - a) Clause 7.1.1 is amended by replacing "5%" with "\$500.00"
 - b) Clause 18 is amended by adding the following:

"18.8 The Purchaser shall not be entitled to make any objection, requisition, claim for compensation or to rescind this contract under any other condition or clause written or implied by this contract."
34. The purchaser warrants that he has not been introduced to the property other than by the vendor's agent specified on the front page of this Contract. The purchaser indemnifies the Vendor against any claim for commission or costs made by any other agent or person in respect to this sale, which arises from a breach of the purchaser's warranty. This clause shall not merge on completion.
35. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, then:
 - a) the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) interest per annum on the balance of purchase money, computed at a daily rate from the day immediately after the completion date to the date on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and any incidental expenses incurred other than rates and taxes, AND
 - b) The purchaser shall pay by way of settlement adjustment, an allowance to the Vendor in the sum of \$165.00 such sum deemed to be the reasonable legal costs incurred by the Vendor in rescheduling the settlement and such adjustment will be made once only.
36. In the event that the Vendor is proposing to purchase another property and requires the deposit referred to in the front page of this Contract to be released, then the purchaser hereby authorises the release of such deposit provided that the deposit is to be placed

in the Trust Account of the Real Estate Agent or vendors Licensed Conveyancer or Solicitor in such subsequent purchase.

37. If the Purchaser or Vendor or any one or more of them shall:

- a) die
- b) become mentally incapacitated, or
- c) Assign his estate for the benefit of his creditors, or, being a company, go into liquidation;

prior to completion of this contract, then either party may by notice in writing to the other party's solicitor or licensed conveyancer rescind this contract whereupon the provisions of this contract as to rescission shall apply.

38. In the event that the property has a tenant at the date of this contract, then the Vendor makes no warranty as to tenant's fixtures and fittings (if any). If applicable, the Purchaser acknowledges that the tenant may have rights at law regarding fixtures and fittings and the Purchaser will make no requisition or claim, nor delay settlement relating to the rights of the tenant. The Purchaser should make its own enquiries in this regard.

39. Subject to the provisions of Part 4, Division 7 of the Conveyancing Act 1919, the Purchaser purchases the property, its improvements and inclusions in their present condition and state of repair and cannot require the Vendor to carry out any works on the land or to its improvements and inclusions.

40. Execution of contract

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument,
- b) For the purposes of the Electronic Transactions Act 2000, each of the parties consents to send and receive the executed counterparts by email,
- c) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract,
- d) Neither party has any obligation to provide original signatures by mail or any other means.

REQUISITIONS ON TITLE

From:

Date:

To: All About Conveyancing

Re: Proposed Sale of 49 Anniversary Drive, Diamond Beach

Capacity

1. Is the Vendor (or if there is more than one vendor, any of them), under any incapacity when entering into this transaction or subsequently which would effect completion of this transaction ?
2. Is the Vendor aware of any contemplated or current legal proceedings which might or will effect the property?
3. Is the Vendor aware of any unsatisfied judgments, orders or writs of execution which effect the property or bind the Vendor ?
4. Has any order been made or has the Vendor received notice of an application for order under the Testator's Family Maintenance and Guardianship of Infants Act, 1916 or under the Family Provision Act, 1982 ?

Possession & Tenancies

5. Is anyone in adverse possession of the property or any part of it ?
6. Existing tenancy:
 - a. Is there any tenancy other than that disclosed in the contract ?
 - b. Have any details regarding tenancy changed from that disclosed in the contract ?
 - c. Have there been any breaches and if any are existing, please describe them ?
 - d. Any outstanding rent at the date of completion will remain the responsibility of the vendor.
 - e. Please provide details of any bond, together with the rental bond board's reference number.
 - f. Who will provide the appropriate transfer documentation, regarding rental bond on completion?
7. Is the property affected by a protected tenancy ?
8. If the tenancy is subject to the Residential Tenancies Act 1987:
 - a. Has either the vendor or a predecessor or the tenant applied to the Residential Tenancies Tribunal for an order ?
 - b. Have any orders been made by the Residential Tenancies Tribunal ? If so, please provide details.

Title

9. Are any of the inclusions or fixtures subject to any charge or hiring agreement ? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the Vendor prior to completion.

Land Tax

10. Is the Vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so,
 - a. To what year has a return been made ?
 - b. What is the value of the land for land tax purposes for the current year ?

Survey

11. Is the Vendor in possession of a survey report ? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

Buildings

12. Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with ?
13. Is there any matter that could justify the making of an upgrading or a demolition order in respect of any building or structure ?
14. Has the Vendor a Building Certificate which relates to all current buildings or structures ? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. Has the Vendor a final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current building and structures ? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of any structural building work carried out the last 7 years:

- a. Please identify the works carried out.
- b. When was the building work completed ?
- c. Please state the builders name and license number
- d. Please provide details of insurance under the Home Building Act 1989
- 17. Has the Vendor (or any predecessor) entered into any agreement with or granted any indemnity to the council or any authority concerning any development on the property ?
- 18. If there is a swimming pool on the property:
 - a. When did construction of the swimming pool commence ?
 - b. Is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992 ?
 - c. Please provide details of approval of the swimming pool under the Local Government Act 1993.
 - d. Are there any outstanding notices or orders in relation to the swimming pool ?

Fences & Party Walls

- 19. To whom do the boundary fences belong ?
- 20. Are there any party walls ? If so, please specify the rights that exist in relation to each party wall and produce any agreements held. The benefit of any such agreements must be transferred to the Purchaser on completion.
- 21. Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls ?
- 22. Has the Vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922 ?

Affectations

- 23. Is the Vendor aware of any rights, licenses easements, covenants, or restrictions as to use other than that disclosed in the contract ?
- 24. Is the vendor aware of:
 - a. Any road, drain, sewer or storm water channel which intersects or runs through the land ?
 - b. Any dedication to or use of any right of way or other easement over any part of the land ?
 - c. Any latent defects in the property ?
- 25. Has the vendor any notice or knowledge that the land is affected by any of the following:
 - a. Any resumption or acquisition or proposed resumption or acquisition ?
 - b. Any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining the property? If so, such notice must be complied with prior to completion.
 - c. Any work done or intended to be done on the property or the adjacent street, which may create a charge on the property or the cost of which might become recoverable from the registered proprietor ?
 - d. Any sum due to any local or public authority ? If so, it must be paid prior to completion.
 - e. Any realignment or proposed realignment of any road adjoining the property ?
 - f. Any contamination ?
- 26. Do any connections for water, sewerage, drainage, electricity, gas or telephone pass through any adjoining land or do any such connections for the adjoining land pass over the property ?
- 27. Has any claim been made by any person to close, obstruct, or limit access to or from the property or to an easement over any part of the property ?

Trustee or Power of Attorney

- 28. If the Vendor is a Trustee, evidence must be produced to establish the Trustee's Power of Sale.
- 29. If the Transfer is to be executed pursuant to a Power of Attorney, then at least 7 days before completion a copy of the registered Power of Attorney should be provided to the Purchaser.

General

- 30. Unless advised by you to the contrary, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/1041140

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 17/8/2018 | 12:11 PM | 5 | 17/8/2017 |

LAND

LOT 9 IN DEPOSITED PLAN 1041140
AT DIAMOND BEACH
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF BERYAN COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1041140

FIRST SCHEDULE

KEVIN WAYNE BURGESS
DIANNE MARY BURGESS
AS JOINT TENANTS (T 8719894)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP851676 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1041140 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1041140 EASEMENT TO DRAIN WATER 3.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1041140 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 17/08/2018 12:11:18

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

Sheet 1 of 2 sheets

Plan:

DP1041140

Subdivision of Lot 9 DP 1009854
covered by Council's
Certificate No. 67 of 2002 SC

Full name and address of
Proprietor of the land

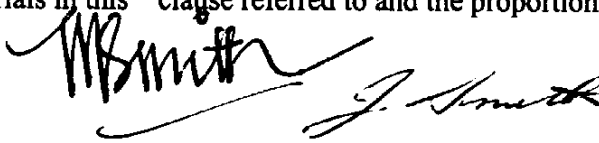
Alimax Pty Limited
of 37 Attunga Place, Coomba Park 2428

PART 1

| Number of item shown in the intention panel on the plan | Identity of easement, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|--|--|----------------------------------|--|
| 1 | Easement to Drain Sewage 3 wide | 9 | MidCoast County Council |
| 2 | Easement to Drain Sewage 3.5 wide | 5, 6, 7, 8 | MidCoast County Council |
| 3 | Easement to Drain Water 3.5 wide | 8 7 6 5 | 9 8, 9 7, 8, 9 6, 7, 8, 9 |
| 4 | Restriction as to User | 6, 7, 8, 9 | Every other lot |

PART 2

1. Terms of Restriction as to User Fourthly Referred to in the above-mentioned plan:
 - (a) That no building shall be erected or as used otherwise than for the residential purposes provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession nor the erection of or occupation of such as villa houses and duplex homes.
 - (b) No building shall be erected on or placed on or permitted to remain erected or placed on each lot burdened unless wholly constructed of new material at the time of such erection or placement.
 - (c) That no building shall be erected on any lot with external walls or wall of materials other than brick, stone, concrete, glass or timber of any combination of the same provided that timber, without the consent of the persons having the right to release vary or modify the restrictions referred to in the above-mentioned plan, shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of



DP1041140

Sheet 2 of 2 sheets

timber so used in relation to the total external wall area shall not exceed 20 per cent thereof provided that nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external wall constructed of timber or other materials with an external brick face or veneer.

- (d) That no garage or outbuilding shall be erected or permitted to remain on any Lot except until after or concurrently with the erection of any such main building.
- (e) That no main building erected or permitted to remain on any of the Lots shall have a minimum living area including any attached garage or carport under the main roof of less than 92.90 square metres. Notwithstanding anything herein contained no villa home or duplex shall have an area of less than 70 square metres.
- (f) That no building to be erected on any Lot shall be roofed with material other than tile or other non-reflective material.
- (g) That no dividing fences shall be erected along the boundary of any Lot which extends from the building alignment of the main building to the street frontage and no fences shall be erected along the front boundary of any Lot except that nothing herein shall prevent a brick fence being erected along the sides or front boundary of any allotment.
- (h) That for the benefit of any adjoining land owned by the transferor but only during the ownership thereon by the transferor its successors and assigns other than purchasers of sale, no fences shall be erected on any Lot to divide the same from such adjoining land without the consent of the transferor but such consent shall not be withheld if such fence is erect without expense to the registered proprietor and in favour of any person dealing with the transferee such consent shall be deemed to have been given respect of every such fence for the time being erected.
- (i) That no building to be erected on any Lot shall have an "A" frame design.
- (j) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on any Lot shall be detached or separated from any main building erected thereon.
- (k) That no boarding or advertising signs shall be erected or displayed on any lot except such signs as may reasonably be required for the sale of such Lot.

Name of Persons Empowered to Release Vary or Modify Restrictions as to User Fourthly Referred to in the above-mentioned Plan:

ALIMAX PTY LIMITED

THE COMMON SEAL of
ALIMAX PTY LIMITED
was hereunto affixed by authority of the
Board of Directors in the presence of:



.....
Director

.....
Secretary

PLAN FORM 1

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT, 1917, AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT FOR OVERHEAD POWER RETICULATION 20 WIDE.
2. RESTRICTION AS TO USER.

ALIMAX



WESTPAC BANKING CORPORATION
ARBN 007 457 141 by its
Attorney Peter Henry Gibbons
under Power of Attorney
No 831 Book 4059

Assistant Manager, Taree
25th July 1995

Alison Megan Langdon
Taree

Crown Lands Office Approval

PLAN APPROVED Authorised Officer

Land District: Paper No. Field Book pages

Council's Certificate

I hereby certify that -

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
+002 - or - Part 5 Division 2 of the Hunter-Water Board (Conveyancing) Act 1994.

have been complied with by the applicant in relation to the proposed.....

SUBDIVISION

(insert 'new road', 'subdivision' or 'consolidated lot') set out herein

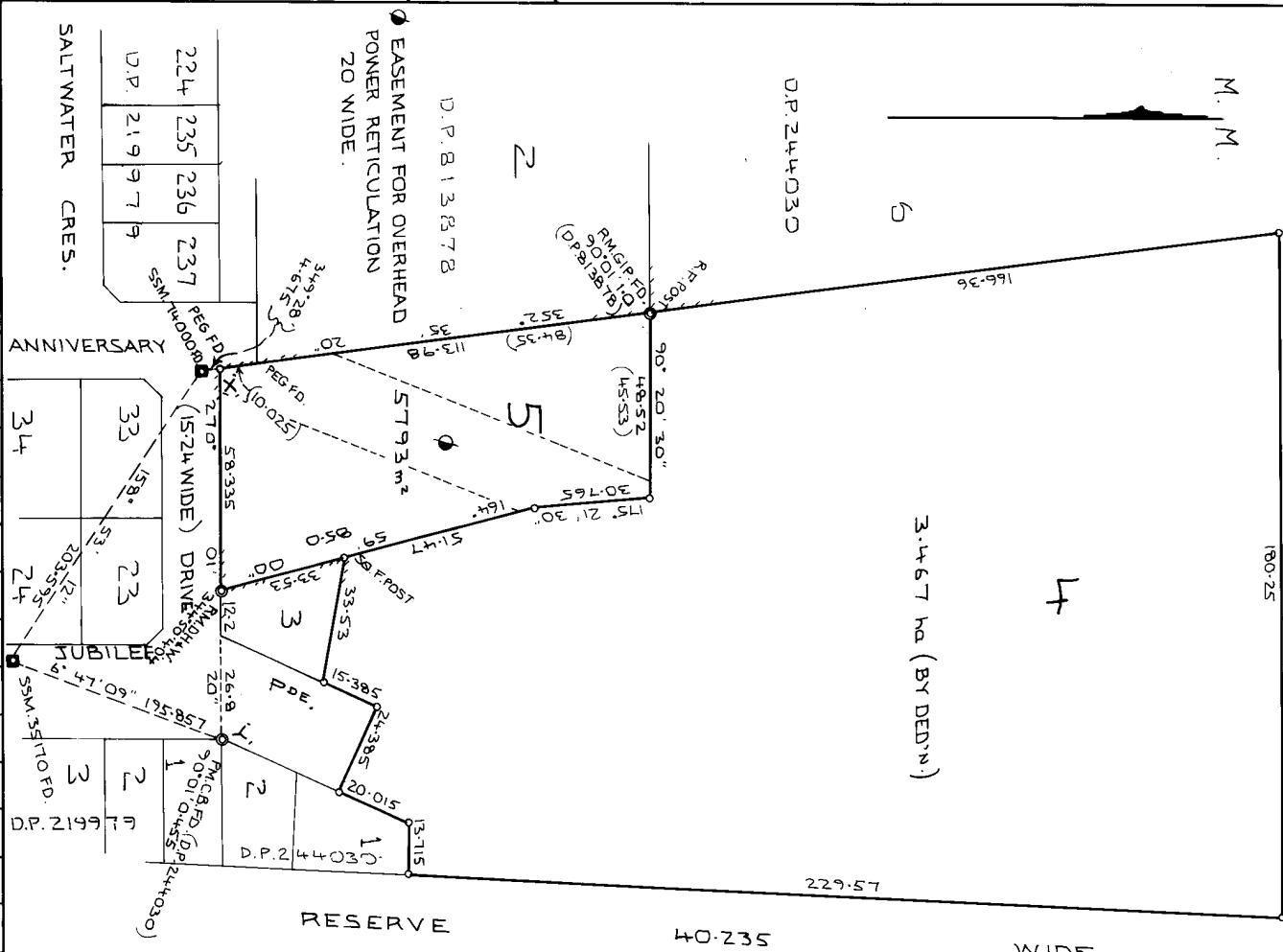
Subdivision No. Date: 20/7/1995

(Signature) Council File No. 0211/95

General Manager/Authorised Person

This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd
Delete if inapplicable

Plan Drawing only to appear in this space



DP 851676

Registered: 10-8-1995

C.A. No 67195 OF 20.7.1995

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PARISH

Last Plan: DP244030

PLAN OF SUBDIVISION OF LOT 4 D.P.244030.

Lengths are in metres. Reduction Ratio 1:1250

LGA GREATER TAREE

Locality: DIAMOND BEACH

Parish: BERYAN

County: GLOUCESTER

Plans used in preparation of survey: completion. D.P.244030, D.P.813078, D.P.219779.

PM'S ARE NOT ESTABLISHED WIDE SCIMS ON 8.8.1995

1. TONY ROBERT FITZSIMMONS
of 7 FLORENCE ST. TAREE 2430
a surveyor registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this plan of lot 5
is accurate and has been made in accordance with the Survey Practice Regulation 1980 and was completed on
19-6-1995
Signature: [Signature]
Deputy Line of Authority: [Signature]
#insert date of survey.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Y 0 0 2 A 1 A

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

(Sheet 1 of 3 sheets)

PART 1

Plan: **DP 851676**

Subdivision of Lot 4 DP244030
covered by Council Clerk's
Certificate No. 63/95

Full Name and address of
Proprietor of the land

Alimax Pty Limited
Diamond Beach Caravan Park
Jubilee Parade, Diamond Beach

1 Identity of easement or
restriction firstly referred to
in the above mentioned Plan:

Easement for Overhead Power
Reticulation 20 wide

Schedule of Lots etc., affected

Lots Burdened

Lots, name of road or authority
benefited

5

NorthPower

2 Identity of easement or
restriction secondly referred to
in the abovementioned Plan:

Restriction as to User

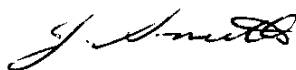
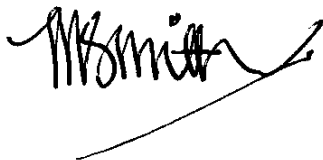
Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

5

NorthPower



INSTRUMENT SETTING OUT TERMS OF EASEMENTS A 2
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

PLAN : **DP 851676**

(Sheet 2 of 3 sheets)

PART 2

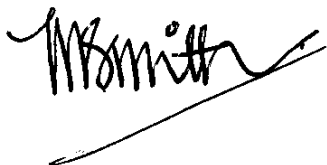

1 Terms of Restriction as to User Firstly Referred to in the Abovementioned Plan:

Full and free right and liberty for the NorthPower and its successors to use the servient tenement for the purpose of transmitting and distributing power by electricity and to construct, reconstruct and maintain in upon across and through the servient tenement poles wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by overhead transmission lines owned or operated by the NorthPower or its successors and for the purpose aforesaid to enter into and upon the said servient tenement and upon any part thereof at all times with surveyors technicians and workmen materials implements and things and to remain there for any reasonable time for the purpose of erecting maintaining or renewing any overhead transmission line or appliance and to cut away and keep clear of the said overhead transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances placed within the servient tenement by the NorthPower or its successors and to inspect the said lines and appliances and to remove any obstruction with the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the NorthPower or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.

2 Terms of Restriction as to User Secondly Referred to in the Abovementioned Plan:

Within the land indicated as the servient tenement burdened by easement for overhead power reticulation variable width no trees or shrubs shall be planted grown or kept without the consent in writing of the NorthPower or its successors.

A fence or permanent fixture shall not be erected across the width of the easement so as to impede the passage of vehicles in and along the said easement. Gates or removable panels not less than 2 metres wide will be permitted.

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

PLAN : **DP 851676**

(Sheet 3 of 3 sheets)

Name of Persons Empowered to Release, Vary or Modify Restrictions Firstly and
Secondly Referred to in the Abovementioned Plan.

NORTHPOWER

SIGNED SEALED AND DELIVERED by
the said Alimax Pty Limited
in the presence of:



MSmith

J Smith

WESTPAC BANKING CORPORATION ARBN 007 457 141

by its Attorney Peter Henry Gibbons under

Power of Attorney No 831 Book 4059

[Signature]

Assistant Manager, Taree 25th July 1995

[Signature]

Alison Megan Langdon Taree

MSmith

REGISTERED  10-8-1995

Certificate under Section 10.7

Environmental Planning & Assessment Act 1979

| | | | |
|---------------|----------------|--------------------|----------|
| Property Key: | 30327 | Cert No: | 20190302 |
| Ref: | 25189:11925 | Page No: | 1 |
| Date: | 17 August 2018 | Debtor/Receipt No: | |

All About Conveyancing
PO Box 1370
TAREE NSW 2430

Property Description: 49 Anniversary Drive Diamond Beach NSW 2430
Lot 9 DP 1041140

Information Provided Pursuant to Section 10.7(2) of the Act

This certificate contains information that Council is aware of through its records and environmental plans, along with data supplied by the State Government and other external agencies. The details contained in this certificate are limited to that required by section 10.7(2) of the Environmental Planning and Assessment Act 1979 and Regulations 2000.

The accuracy and currency of details provided by agencies external to Council have not been verified by Mid-Coast Council and should be verified by the applicant.

1 Names of Relevant Planning Instruments and DCPs

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

Local Environmental Plans(s):

Greater Taree Local Environmental Plan 2010 applies to the carrying out of development on the land.

State Environmental Planning Policies:

State Environmental Planning Policy No 1 – Development Standards
State Environmental Planning Policy No 21 – Caravan Parks
State Environmental Planning Policy No 30 – Intensive Agriculture
State Environmental Planning Policy No 33 – Hazardous and Offensive Development
State Environmental Planning Policy No 36 – Manufactured Home Estates
State Environmental Planning Policy No 44 – Koala Habitat Protection
State Environmental Planning Policy No 50 – Canal Estate Development
State Environmental Planning Policy No 55 – Remediation of Land
State Environmental Planning Policy No 62 – Sustainable Aquaculture
State Environmental Planning Policy No 64 – Advertising and Signage
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Integration and Repeals) 2016
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Temporary Structures) 2007
State Environmental Planning Policy (Urban Renewal) 2010
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017. This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

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

The land MAY be affected by a general amendment package to Greater Taree LEP 2010.

The land IS affected by Coastal Management SEPP 2018 (whole of lot).

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

Development Control Plan 2010 applies to the carrying out of development on the land.

2 Zoning and Land Use under Relevant LEPs

- (a) the identity of the zone/s applying to the land:

R1 General Residential

- (b) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development may be carried out within the zone without the need for development consent,

See Part 2 (Permitted or Prohibited Development), Part 3 (Exempt & Complying Development) and Schedule 2 (Exempt Development) of the Greater Taree Local Environmental Plan 2010,

- (c) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development may not be carried out within the zone except with development consent,

See Part 2 (Permitted or Prohibited Development), Part 3, (Exempt & Complying Development), Schedule 1 (Additional Permitted Uses) and Schedule 3 (Complying Development) of the Greater Taree Local Environment Plan 2010,

- (d) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development is prohibited within the zone,



See Part 2 (Prohibited Development) of the Greater Taree Local Environmental Plan 2010.

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

There are NO development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (f) whether the land includes or comprises critical habitat,

The land DOES NOT comprise critical habitat.

- (g) whether the land is in a conservation area (however described),

The land is NOT in a conservation area.

- (h) whether an item of environmental heritage (however described) is situated on the land.

There are NO items of environmental heritage situated on the land.

2A Zoning and Land Use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable.

3 Complying Development

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

Rural Housing Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Rural Housing Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Housing Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Housing Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other



general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Greenfield Housing Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Greenfield Housing Code **IS NOT** applicable on this land.

General Development Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, General Development code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Housing Alterations Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Housing Alterations Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Commercial and Industrial Alterations Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Commercial and Industrial Alterations code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Commercial and Industrial (New Buildings and Additions) Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Commercial and Industrial (New Buildings and Additions) code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.



Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Container Recycling Facilities Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Container Recycling Facilities code **may** be carried out on land Zoned B1, B2, B3, B4, B5, B6, IN1, IN2, IN4 OR SP3 in Greater Taree LEP2010.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Subdivision Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Subdivision code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Demolition Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Demolition Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Fire Safety Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Fire Safety code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

4 Coastal Protection

The Coastal Protection Act 1979 is repealed.



4A Certain Information Relating to Beaches and Coasts

Repealed

4B Annual Charges under Local Government Act 1993 for Coastal Protection Services that Relate to Existing Coastal Protection Works

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

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

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

5 Mine Subsidence

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

The land IS NOT within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

6 Road Widening and Road Realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) Any environmental planning instrument, or
- (c) Any resolution of the council.

The land IS NOT affected by any road widening or road realignment under either Division 2 of Part 3 of the Roads Act 1993; any environmental planning instrument; or any resolution of Council.

7 Council and other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

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 land IS NOT affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to



in the planning certificates issued by the 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.

7A Flood Related Development Controls Information

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

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

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

Development on the land or part of the land for any other purpose IS NOT subject to flood related development controls.

- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

8 Land Reserved for Acquisition

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

Greater Taree LEP 2010 DOES NOT make provision for the acquisition of the land by a public authority as referred to in S27 of the Act.

9 Contributions Plans

The name of each contributions plan applying to the land.

The Greater Taree Section 94 Contributions Plan 2016 applies to this land if developed for residential purposes (includes urban and rural subdivisions and dwellings). See plan for exceptions.

The Greater Taree Section 94A Contributions Plan 2016 applies to this land if developed for industrial, commercial, tourist and visitor accommodation and all other non-residential development costing more than \$200,000. See plan for exceptions.

9A Biodiversity Certified Land

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

The land IS NOT biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

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



10 Biodiversity Stewardship Sites

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

The land IS NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

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

10A Native vegetation clearing set asides

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

The land DOES NOT contain a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11 Bushfire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

The land or part thereof IS shown as bushfire prone land on the map marked 'Greater Taree LGA - Bushfire Prone Land Map', endorsed by the NSW Rural Fire Service.

12 Property Vegetation Plans

If the land is land to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

A property vegetation plan under the Native Vegetation Act 2003 DOES NOT apply to the land.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 Directions under Part 3A

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

Part 3A of the Environmental Planning and Assessment Act 1979 has been repealed.



15 Site Compatibility Certificates and Conditions for Seniors Housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There is NO current site compatibility certificate (seniors housing) of which Council is aware, in respect of proposed development on the land.

16 Site Compatibility Certificates for Infrastructure, Schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

There is NO valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware, in respect of proposed development on the land.

17 Site Compatibility Certificates and Conditions for Affordable Rental Housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

There is NO current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

18 Paper subdivision information

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



There is NO development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

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

There is NO subdivision order that applies to the land.

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

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

- (b) the date on which the certificate ceases to be current (if any), and
c) that a copy may be obtained from the head office of the Department.

There is NO current site verification certificate, of which council is aware, in respect of the land.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

There is NO residential dwelling erected on this land that has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 Affected building notices and building product rectifications orders

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

- (2) A statement of:

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

There is NO affected building notice or building product rectification order, of which council is aware, in respect of the land.

- (3) In this clause:

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



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

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:

- (a) that the land (or part of the land) to which the certificate relates is significantly contaminated land within the meaning of that Act,

The land to which the certificate relates IS NOT significantly contaminated land within the meaning of that Act.

- (b) that land to which the certificate relates is subject to a management order within the meaning of that Act,

The land to which the certificate relates IS NOT subject to a management order within the meaning of that Act.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act,

The land to which the certificate relates IS NOT the subject of an approved voluntary management proposal within the meaning of that Act.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act,

The land to which the certificate relates IS NOT subject to an ongoing maintenance order within the meaning of that Act.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act,

The land to which the certificate relates IS NOT the subject of a site audit statement within the meaning of that Act.

For further information, please contact the Customer Service Department (02) 6591 7222



Your Ref: KB:KH:25189
Our Ref.: ENG2018/1361

All About Conveyancing
Po Box 1370
TAREE NSW 2430

Owner Details

Kevin W Burgess & Dianne M Burgess

Property Details

Lot 9 DP 1041140

Property Address

49 Anniversary Dr DIAMOND BEACH NSW 2430

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 Water Services' 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 Water Services 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 Water Services 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 Water Services 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 Water Services. 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

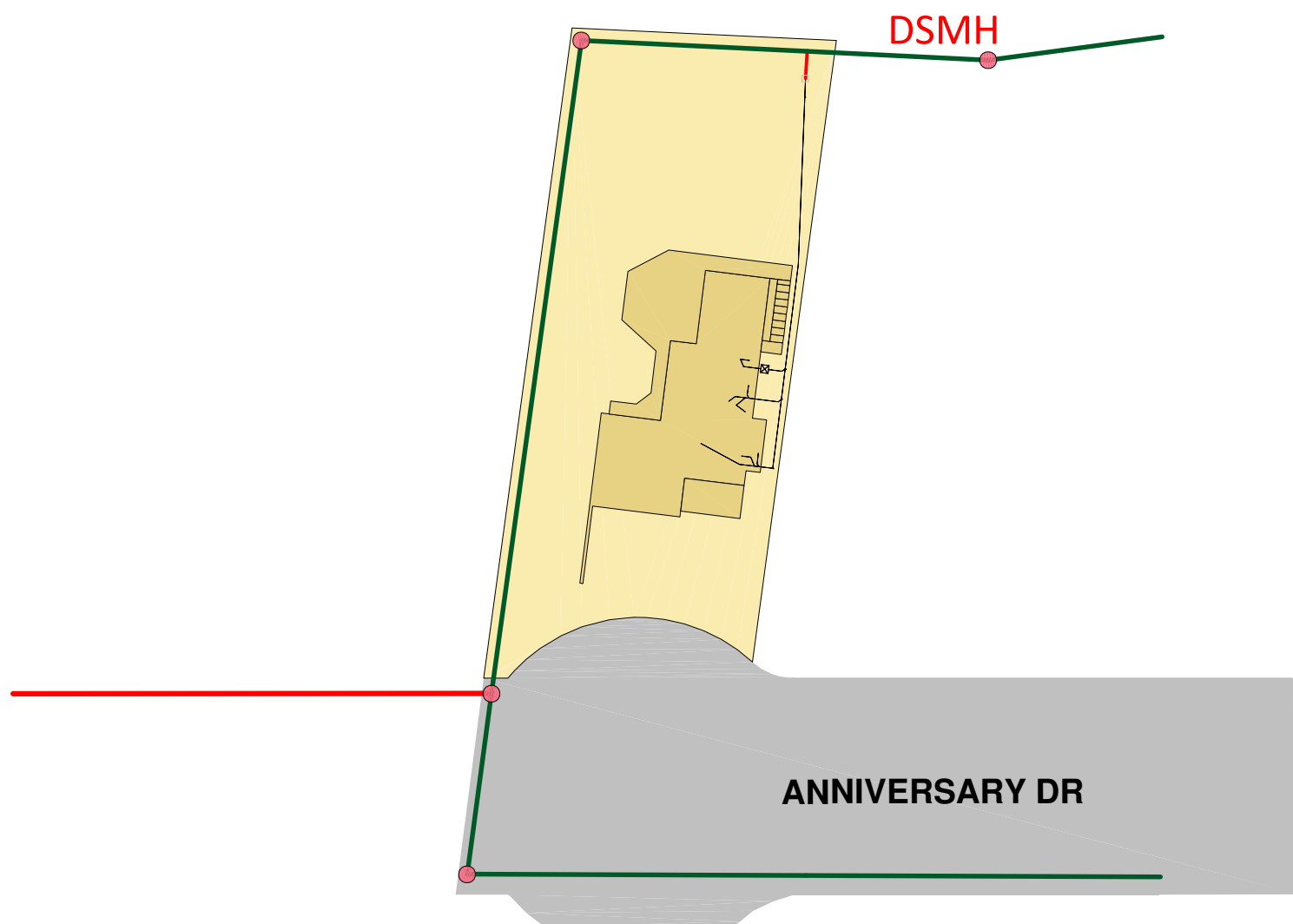
Dated: 22/08/2018

Director Water Services

SEWER DRAINAGE DIAGRAM 59924

Lot 9Sec.....D.P. DP1041140

Address ANNIVERSARY DR 49Town DIAMOND BEACH



This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Water, but may also be used by clients/customers to assist with the identification and provision of services subject to terms and conditions. No responsibility is accepted for the accuracy of the map or the data that it contains.

Any person relying on this map must read and fully comprehend the terms, conditions and legal obligations, available at www.midcoastwater.com.au

LEGEND

| | |
|-------------------|----------------------|
| W.C..... 1 | Soil Vent Pipe...SVP |
| Bath..... 2 | Waste Stack.....WS |
| Basin..... 3 | Inspect. Shaft....IS |
| Shower..... 4 | Reflux Valve.....RV |
| K.Sink..... 5 | Tap Over.....TO |
| Tubs..... 6 | Grease Arrestor..GA |
| Gully..... 7 | Urinal.....UR |
| Vent..... 8 | Low Level Vent..LLV |
| Floor Waste.... 9 | Sewer Direction.. > |

| | |
|---|------------------------------------|
| ● |Manhole |
| ○ | Inspection opening |
| — | Assumed location of existing sewer |
| ☒ |Surcharge Gully |

Scale: 1:500

JUNCTION LOCATION

Sewer Junction..... 315615
existing at..... 13.40metres
from D.S.M.H.....(d=.....m)
Depth of Junction approx..... 1.10m
Depth of Riser approx.....m

File No. 0013/2003D
PD:JW
Officer: Peter Doherty



Administration Centre 2 Pulteney Street
PO Box 482, Taree NSW 2430
DX 7020, Taree

Owner/Applicant:
Burgess, K & D
49 Anniversary Drive
DIAMOND BEACH 2430

OCCUPATION (FINAL) CERTIFICATE

issued under the Environmental Planning & Assessment Act 1979 s109C(1)(c) and 109(H)

PROPERTY DETAILS

| | |
|------------------|---|
| Property owner | Burgess, K & D |
| Property details | 49 Anniversary Drive, DIAMOND BEACH DP 1041140 Lot 9 |

BUILDING DETAILS

| | |
|--------------------------------|--|
| Building details | Dwelling |
| Whole or part of building | Whole |
| BCA Building classification | 1a |
| Previous classification | N/A |
| Development Consent | 0013/2003D Dated: 29 July 2002 |
| Construction Certificate | 0011/2003CC Dated: 3 September 2002 |
| Fire Safety Certificate | N/A |
| Principal Certifying Authority | Greater Taree City Council |

DETERMINATION

| | |
|---------------------|-------------------|
| Type of certificate | FINAL CERTIFICATE |
| Decision | APPROVED |
| Date determined | 22 July 2003 |
| Attachments | N/A |

File No. 0013/2003D
PD:JW
Officer: Peter Doherty



Administration Centre 2 Pulteney Street
PO Box 482, Taree NSW 2430
DX 7020, Taree

Owner/Applicant:
Burgess, K & D
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OCCUPATION (FINAL) CERTIFICATE

issued under the Environmental Planning & Assessment Act 1979 s109C(1)(c) and 109(H)

PROPERTY DETAILS

| | |
|------------------|---|
| Property owner | Burgess, K & D |
| Property details | 49 Anniversary Drive, DIAMOND BEACH DP 1041140 Lot 9 |

BUILDING DETAILS

| | |
|--------------------------------|--|
| Building details | Dwelling |
| Whole or part of building | Whole |
| BCA Building classification | 1a |
| Previous classification | N/A |
| Development Consent | 0013/2003D Dated: 29 July 2002 |
| Construction Certificate | 0011/2003CC Dated: 3 September 2002 |
| Fire Safety Certificate | N/A |
| Principal Certifying Authority | Greater Taree City Council |

DETERMINATION

| | |
|---------------------|-------------------|
| Type of certificate | FINAL CERTIFICATE |
| Decision | APPROVED |
| Date determined | 22 July 2003 |
| Attachments | N/A |

CERTIFICATE

Greater Taree City Council certifies that:

- *it has been appointed as the Principal Certifying Authority under s109E*
- *a development consent or complying development certificate is in force with respect to the building*
- *a construction certificate has been issued with respect to the plans and specifications for the building*
- *where required, a final fire safety certificate has been issued for the building*
- *where required, a report from the Commissioner of Fire Brigades has been considered*
- *the building is suitable for occupation in accordance with its classification under the Building Code of Australia*



.....
J BOYCE
MANAGER, BUILDING CONTROL

Dated: 22 July 2003

File No. 0060/2007D
CV:db
Officer: Chad Vowles



Administration Centre 2 Pulteney Street
PO Box 482, Taree NSW 2430
DX 7020, Taree

Owner/Applicant:
MR K W & MRS D M BURGESS
49 ANNIVERSARY DR
DIAMOND BEACH NSW 2430

OCCUPATION (FINAL) CERTIFICATE

issued under the Environmental Planning & Assessment Act 1979 s109C(1)(c) and 109(H)

PROPERTY DETAILS

| | |
|------------------|---|
| Property owner | Burgess, K & D |
| Property details | 49 Anniversary Drive, DIAMOND BEACH DP 1041140 Lot 9 |

BUILDING DETAILS

| | | |
|--------------------------------|--|----------------------|
| Development consent details | Dwelling additions (ground floor deck extension + enclosure of existing deck) | |
| Whole or part of building | Part | |
| BCA Building classification | 1a | |
| Previous classification | Not applicable | |
| Development Consent | 0060/2007D | Dated: 3 August 2006 |
| Construction Certificate | 0072/2007CC | Dated: 3 August 2006 |
| Fire Safety Certificate | Not applicable | |
| Principal Certifying Authority | Greater Taree City Council | |

DETERMINATION

| | |
|---------------------|-------------------|
| Type of certificate | FINAL CERTIFICATE |
| Decision | APPROVED |
| Date determined | 19 March 2007 |
| Attachments | Not applicable |

CERTIFICATE

Greater Taree City Council certifies that:

- *it has been appointed as the Principal Certifying Authority under s109E*
- *a development consent or complying development certificate is in force with respect to the building*
- *a construction certificate has been issued with respect to the plans and specifications for the building*
- *where required, a final fire safety certificate has been issued for the building*
- *where required, a report from the Commissioner of Fire Brigades has been considered*
- *the building is suitable for occupation in accordance with its classification under the Building Code of Australia*



.....
J BOYCE
MANAGER, BUILDING CONTROL

Dated: 19 March 2007

File No. 0136/2006D
CV:db
Officer: Chad Vowles



Administration Centre 2 Pulteney Street
PO Box 482, Taree NSW 2430
DX 7020, Taree

Owner/Applicant:
MR K W & MRS D M BURGESS
49 ANNIVERSARY DR
DIAMOND BEACH NSW 2430

OCCUPATION (FINAL) CERTIFICATE

issued under the Environmental Planning & Assessment Act 1979 s109C(1)(c) and 109(H)

PROPERTY DETAILS

| | |
|------------------|---|
| Property owner | Burgess, W & D |
| Property details | 49 Anniversary Drive, DIAMOND BEACH DP 1041140 Lot 9 |

BUILDING DETAILS

| | | |
|--------------------------------|----------------------------|----------------------------------|
| Development consent details | Dwelling additions | (first floor verandah extension) |
| Whole or part of building | Part | |
| BCA Building classification | 1a | |
| Previous classification | Not applicable | |
| Development Consent | 0136/2006D | Dated: 8 September 2005 |
| Construction Certificate | 0165/2006CC | Dated: 8 September 2005 |
| Fire Safety Certificate | Not applicable | |
| Principal Certifying Authority | Greater Taree City Council | |

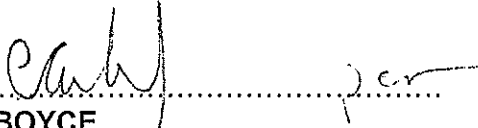
DETERMINATION

| | |
|---------------------|-------------------|
| Type of certificate | FINAL CERTIFICATE |
| Decision | APPROVED |
| Date determined | 19 March 2007 |
| Attachments | Not applicable |

CERTIFICATE

Greater Taree City Council certifies that:

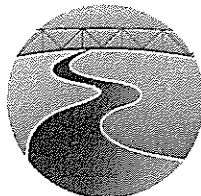
- *it has been appointed as the Principal Certifying Authority under s109E*
- *a development consent or complying development certificate is in force with respect to the building*
- *a construction certificate has been issued with respect to the plans and specifications for the building*
- *where required, a final fire safety certificate has been issued for the building*
- *where required, a report from the Commissioner of Fire Brigades has been considered*
- *the building is suitable for use in accordance with its classification under the Building Code of Australia*


.....
J BOYCE
MANAGER, BUILDING CONTROL

Dated: 19 March 2007

River City Certifiers

16 Ruby Drive
TAREE NSW 2430



P+ F : 02 6552 6008
M : Peter Doherty 0499 426 008
M : Paula Doherty 0458 035 019
E : admin@rivercitycertifiers.com.au
W : www.rivercitycertifiers.com.au
ABN : 53 736 104 438

File Reference: 2013-0420 - CDC

Applicant:

Trevor Pearson
Manning Valley Patios
41 Princess Street
CUNDLETOWN 2430

Owner:

Wayne & Dianne Burgess
49 Anniversary Drive
DIAMOND BEACH 2430

Final Occupation Certificate

Made under the Environmental Planning and Assessment Act 1979, Section 109C

| | | |
|----------------------------|---|---|
| Property Owner | : | Wayne & Dianne Burgess |
| Property Details | : | Lot 9 DP 1041140 49 Anniversary Drive, Diamond Beach |
| Description of Development | : | Dwelling Alterations (first floor awning) |
| BCA Classification | : | 1a |
| Occupation Certificate No. | : | 2013-0420 - OCC |
| Date of OCC Certificate | : | 15 July 2014 |

I certify that:

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and
- A current Construction Certificate has been issued with respect to the plans and specifications for the building; and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.



Signature

Peter Doherty
River City Certifiers

Date

15-7-14

Accreditation No.: BPB 1915

River City Certifiers

16 Ruby Drive
TAREE NSW 2430



P+ F : 02 6552 6008
M : Peter Doherty 0499 426 008
M : Paula Doherty 0458 035 019
E : admin@rivercitycertifiers.com.au
W : www.rivercitycertifiers.com.au
ABN : 53 736 104 438

Owners Consent

I/we consent to the submission of:



CONSTRUCTION CERTIFICATE- Class 1 and 10 Buildings

Made under the Environmental Planning and Assessment Act 1979, Sections 81A(2), 81A(4), 109C(1)(b)



COMPLYING DEVELOPMENT CERTIFICATE

Made under the Environmental Planning and Assessment Act 1979, Section 85A

| Property Details | | |
|-----------------------|-----------------------|-------------------|
| Lot 9 | Section — | DP 1041140 |
| Street ANNIVERSARY | Town DIAMOND BEACH | Post code 2430 |

| Consent of All Owner/s | |
|---|--------------------------------|
| Name/s KEVIN WAYNE BURGESS | Name/s DIANNE MARY BURGESS |
| Postal Address 49 ANNIVERSARY DRIVE, | |
| Town DIAMOND BEACH. | Post Code 2430. |
| Phone B/H 65592080(H) 65917292(B) | Fax No — |
| Mobile 0419420823 | Email wayne.di1@bigpond.com |

| Signature of owner/s | Date |
|----------------------|-------------------|
| Wayne Burgess. | 12 September 2013 |
| D. Burgess. | 12 September 2013 |

| Signature of Director/s or Company Secretary | (if applicable) |
|--|-----------------|
| Name — | Date — |
| Name — | Company — |

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

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