

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>David Francis Olliffe and Carolyn Maria Olliffe</b> <b>24 Becker Road, FORSTER NSW 2428</b>	
vendor's solicitor	<b>John Katen</b> <b>Sundek Plaza Corner West &amp; Wallis Streets,</b> <b>FORSTER NSW 2428</b>	<b>Phone: 02 6555 7334</b> <b>Fax: 02 6555 8590</b> <b>Ref: JK:6709</b> <b>E: mail.jkaten@bigpond.com</b> (clause 15)
date for completion	<b>42<sup>nd</sup> day after the contract date</b>	
land (address, plan details and title reference)	<b>24 Becker Road, FORSTER NSW 2428</b> <b>Registered Plan: Lot 50 Section 4 Plan DP22922</b> <b>Folio Identifier 50/4/22922</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input 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 checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ceiling fans, 2 x rain water tanks + pump, tv in kitchen
exclusions	
purchaser	<b>DRAFT</b>
purchaser's solicitor	<b>DRAFT ONLY</b>
price	<b>\$ DRAFT ONLY</b>
deposit	<b>\$</b> (10% of the price, unless otherwise stated)
balance	<b>\$</b>
contract date	<b>DRAFT ONLY</b> (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

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

witness

**Choices**

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

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

**Electronic transaction** (clause 30)

☐ no ☐ YES

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

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

**Land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW* payment  
(GST residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

**General**

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

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

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

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

**Other**

- ☐ 59

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

## **Special conditions**

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

**BETWEEN**

**David Francis Olliffe and Carolyn Maria Olliffe**

**(Vendor)**

**And**

**(Purchaser)**

### **1. Notice to complete**

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

### **2. Death or incapacity**

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

### **3. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

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

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

**4. Late completion**

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

**5. Agent**

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

**6. Deposit bond**

If a deposit bond is used then clause 16.8 is amended to read "If the vendor requires more than 6 settlement cheques, the vendor must pay \$10 for each extra cheque."



FOLIO: 50/4/22922

SEARCH DATE	TIME	EDITION NO	DATE
9/12/2019	2:38 PM	2	5/2/2002

LAND

LOT 50 OF SECTION 4 IN DEPOSITED PLAN 22922  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF FORSTER COUNTY OF GLOUCESTER  
TITLE DIAGRAM DP22922

FIRST SCHEDULE

DAVID FRANCIS OLLIFFE  
CAROLYN MARIA OLLIFFE  
AS JOINT TENANTS

(T 8327902)

SECOND SCHEDULE (1 NOTIFICATION)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES  
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED  
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS  
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE  
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND  
COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

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







F46007

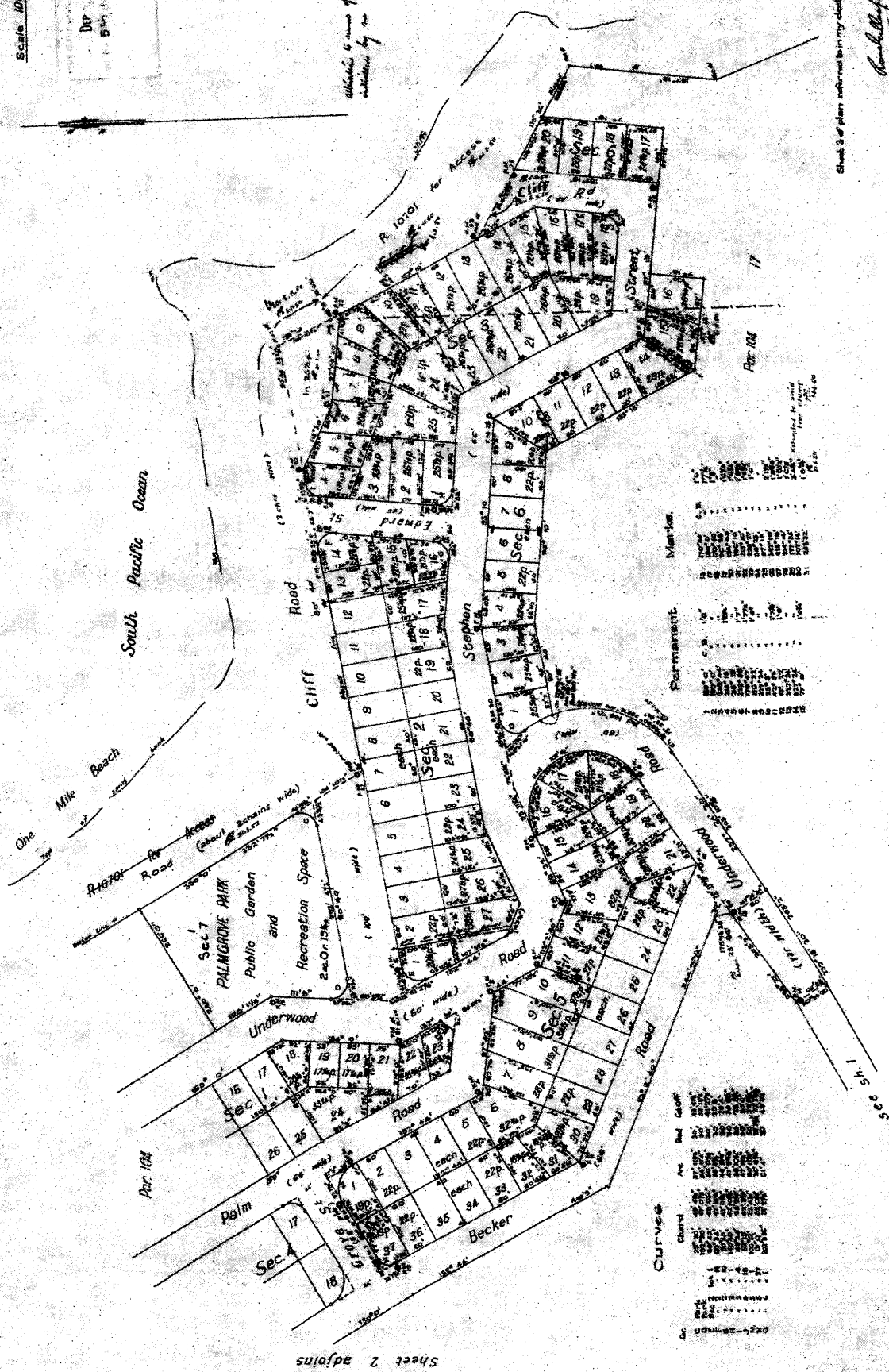
SHEET 3  
 of 3 sheets

Scale: 100 feet to inch

DP 22922  
 5th Dec 1914

PLAN 22922

Wholesale business of Alf Brown  
 situated by the  
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Permanent

Mark	Notes
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Sheet 3 of plan referred to in my declaration of 10th May 1914

*Handwritten signature*

Surveyor registered under the Surveyors Act 1902

DP 22922

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT			SH 1/3	
DP 22922	FEET INCHES	METRES		
1	6	0.152		
1	6 1/8	0.457		
1	6 1/4	0.460		
1	6 3/8	0.464		
1	6 7/8	0.476		
1	6 7/8	0.482		
1	7 1/8	0.486		
1	7 1/8	0.489		
1	7 1/2	0.493		
1	7 1/2	0.514		
1	7 3/8	0.516		
1	7 3/8	0.521		
2	1 1/2	0.648		
2	1 1/2	1.022		
3	4 1/4	1.219		
4	-	1.529		
5	-	1.529		
7	0 1/4	2.140		
7	7	2.311		
8	9 1/2	2.500		
12	5 1/2	3.797		
12	9	3.886		
13	10 1/4	4.223		
16	5 1/4	5.010		
16	5 1/4	5.086		
17	9 1/2	5.433		
18	9	5.713		
20	-	6.096		
20	4 1/4	6.255		
20	6 1/2	6.261		
22	2 1/2	6.769		
22	3 3/4	6.775		
22	7 3/4	6.802		
22	8 1/4	6.810		
23	9	7.259		
23	0 1/4	7.266		
23	8	7.823		
25	0 1/2	7.923		
26	10	8.179		
27	5	8.357		
27	6 1/2	8.546		
27	9 1/2	8.571		
27	10	8.584		
28	-	8.534		
29	3 3/4	8.384		
29	4	8.941		
29	5 1/2	8.979		
29	11 1/4	9.125		
30	-	9.144		
30	2 1/4	9.201		
30	4 1/4	9.354		
30	11	9.423		
31	-	9.449		
32	0 1/4	9.760		
32	8 3/4	9.876		
34	0 1/2	10.376		
35	6 3/4	10.539		
35	7 3/4	10.563		
35	8 1/2	10.884		
36	2 1/4	11.020		
36	9 1/2	11.234		
37	11	11.537		
37	11 1/4	11.563		
37	13 3/8	11.563		
39	10 1/4	11.843		
39	0 3/4	11.956		
39	8 1/4	11.964		
39	8	12.090		
40	-	12.192		
40	6 1/2	12.408		
41	2 7/8	12.570		
41	4 1/4	12.605		
41	11 1/4	12.783		
41	11 1/2	12.789		
42	2 1/4	12.859		

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT


DP 22922	SH	1/5	CONTD
FEET INCHES			METRES
42 5 1/8			12.922
42 10 2/4			13.075
43 4 1/2			13.221
43 9 1/4			13.341
44 -			13.411
44 6			13.584
44 7 1/4			13.595
45 -			13.716
45 5 1/4			14.134
46 0 1/8			14.238
47 1 1/8			14.351
47 5 3/8			14.351
47 10 1/4			14.364
47 11			14.603
48 1 1/4			14.759
48 10 1/2			14.897
49 1 1/4			14.947
49 5 7/8			15.034
49 9			15.037
50 9 1/4			15.475
51 1 1/2			15.563
51 2 3/8			15.605
51 9 1/2			15.756
52 -			15.800
52 5 1/4			15.942
52 5 3/8			15.985
52 5 1/4			15.985
52 7			16.027
53 5 3/4			16.250
54 1 1/4			16.491
54 2			16.510
55 -			16.764
55 2			16.815
55 4 3/4			16.845
56 -			17.067
56 6 1/8			17.224
56 11 1/2			17.341
57 11 3/8			17.521
57 5			17.663
58 5 1/2			18.052
58 6			18.153
58 5			18.268
59 5 1/4			18.356
60 4			18.596
61 10 1/2			18.650
61 11 1/2			18.885
62 1 3/4			18.942
62 2			18.948
62 2 1/2			18.961
62 4 1/4			19.006
63 8 1/4			19.209
63 5 1/2			19.342
63 10 1/2			19.465
64 1 1/4			19.539
64 3			19.583
64 4 1/4			19.615
65 -			19.812
65 6			19.964
66 -			20.117
66 0 1/2			20.150
66 1			20.162
66 2 1/4			20.176
67 5 3/4			20.568
68 7			20.804
68 10 1/4			20.887
69 5 1/4			21.165
69 5 3/4			21.177
70 4 1/4			21.326
70 5 1/4			21.435
71 5 3/4			21.543
72 8 1/2			22.040
74 8 1/4			22.790
76 6 3/4			23.334
77 8 1/4			23.578
77 11 1/2			23.762
78 4 3/4			23.895

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

UP 28822	SH	1/5 CONTD	FEET INCHES	METRES
79	11 3/8		24.368	
80	-		24.384	
80	6 1/2		24.549	
80	11 1/8		24.667	
83	5		25.225	
83	11		25.378	
85	6 1/2		26.073	
86	1 3/4		26.237	
87	-		26.510	
87	4		26.619	
89	5 3/4		27.222	
90	-		27.432	
93	3		28.229	
93	5 1/4		28.480	
94	9 1/2		28.583	
94	11 3/4		28.950	
96	6		29.272	
96	11 1/4		29.412	
99	-		30.178	
99	10 3/4		30.448	
100	-		30.480	
100	5 3/4		30.720	
100	10		30.734	
100	11 3/4		30.776	
101	7 1/2		30.975	
101	7 3/4		30.982	
102	1 3/4		31.134	
103	0 1/2		31.407	
103	7		31.572	
103	11		31.674	
104	0 3/4		31.716	
104	5 1/2		31.839	
104	7 1/4		31.863	
105	8 3/4		32.226	
106	3 3/4		32.464	
106	10 1/2		32.576	
107	-		32.614	
107	6		32.766	
108	9 3/4		32.937	
108	5 3/4		33.064	
109	1 1/2		33.261	
110	-		33.528	
110	9 1/4		33.763	
110	10 1/2		33.793	
111	8		34.086	
112	7		34.212	
112	5		34.624	
112	5 1/4		34.800	
113	0 1/2		35.011	
113	1 3/8		35.011	
113	1 3/4		35.216	
113	6 1/4		35.430	
113	-		35.576	
118	1 1/4		36.468	
120	6		36.579	
121	7 3/4		37.070	
122	5		37.313	
122	6 1/4		37.344	
123	0 1/4		37.497	
124	3 3/4		37.850	
125	5 3/4		38.244	
126	5 3/4		38.501	
127	6		38.662	
128	5		40.615	
129	7 1/4		41.332	
129	4		41.899	
129	10 1/4		42.018	
130	3 1/4		42.732	
130	5 1/4		42.803	
134	2 5/8		43.350	
139	8		45.618	
142	0 3/4		46.347	
146	9 1/2		47.730	
149	1 1/2		48.969	
200	-		50.900	



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT			SH 2/3	
DP 22922	FEET INCHES	METRES		
1	6	0.152		
2	7 1/2	0.191		
3	8	0.203		
4	8 3/4	0.213		
5	9	0.228		
6	9 1/4	0.238		
7	9 1/2	0.244		
8	9 3/4	0.250		
9	10	0.254		
10	10 1/4	0.264		
11	10 1/2	0.270		
12	10 3/4	0.276		
13	11	0.280		
14	11 1/4	0.289		
15	11 1/2	0.293		
16	11 3/4	0.299		
17	12	0.305		
18	12 1/4	0.312		
19	12 1/2	0.318		
20	12 3/4	0.324		
21	13	0.330		
22	13 1/4	0.337		
23	13 1/2	0.343		
24	13 3/4	0.349		
25	14	0.354		
26	14 1/4	0.361		
27	14 1/2	0.367		
28	14 3/4	0.373		
29	15	0.378		
30	15 1/4	0.385		
31	15 1/2	0.391		
32	15 3/4	0.397		
33	16	0.402		
34	16 1/4	0.409		
35	16 1/2	0.415		
36	16 3/4	0.421		
37	17	0.427		
38	17 1/4	0.434		
39	17 1/2	0.440		
40	17 3/4	0.446		
41	18	0.451		
42	18 1/4	0.458		
43	18 1/2	0.464		
44	18 3/4	0.470		
45	19	0.476		
46	19 1/4	0.483		
47	19 1/2	0.489		
48	19 3/4	0.495		
49	20	0.500		
50	20 1/4	0.507		
51	20 1/2	0.513		
52	20 3/4	0.519		
53	21	0.524		
54	21 1/4	0.531		
55	21 1/2	0.537		
56	21 3/4	0.543		
57	22	0.549		
58	22 1/4	0.556		
59	22 1/2	0.562		
60	22 3/4	0.568		
61	23	0.573		
62	23 1/4	0.580		
63	23 1/2	0.586		
64	23 3/4	0.592		
65	24	0.598		
66	24 1/4	0.605		
67	24 1/2	0.611		
68	24 3/4	0.617		
69	25	0.623		
70	25 1/4	0.629		
71	25 1/2	0.636		
72	25 3/4	0.642		
73	26	0.648		
74	26 1/4	0.654		
75	26 1/2	0.660		
76	26 3/4	0.667		
77	27	0.673		
78	27 1/4	0.679		
79	27 1/2	0.686		
80	27 3/4	0.692		
81	28	0.698		
82	28 1/4	0.704		
83	28 1/2	0.710		
84	28 3/4	0.717		
85	29	0.723		
86	29 1/4	0.729		
87	29 1/2	0.735		
88	29 3/4	0.741		
89	30	0.747		
90	30 1/4	0.754		
91	30 1/2	0.760		
92	30 3/4	0.766		
93	31	0.772		
94	31 1/4	0.778		
95	31 1/2	0.784		
96	31 3/4	0.790		
97	32	0.796		
98	32 1/4	0.802		
99	32 1/2	0.808		
100	32 3/4	0.814		
101	33	0.820		
102	33 1/4	0.826		
103	33 1/2	0.832		
104	33 3/4	0.838		
105	34	0.844		
106	34 1/4	0.850		
107	34 1/2	0.856		
108	34 3/4	0.862		
109	35	0.868		
110	35 1/4	0.874		
111	35 1/2	0.880		
112	35 3/4	0.886		
113	36	0.892		
114	36 1/4	0.898		
115	36 1/2	0.904		
116	36 3/4	0.910		
117	37	0.916		
118	37 1/4	0.922		
119	37 1/2	0.928		
120	37 3/4	0.934		
121	38	0.940		
122	38 1/4	0.946		
123	38 1/2	0.952		
124	38 3/4	0.958		
125	39	0.964		
126	39 1/4	0.970		
127	39 1/2	0.976		
128	39 3/4	0.982		
129	40	0.988		
130	40 1/4	0.994		
131	40 1/2	1.000		
132	40 3/4	1.006		
133	41	1.012		
134	41 1/4	1.018		
135	41 1/2	1.024		
136	41 3/4	1.030		
137	42	1.036		
138	42 1/4	1.042		
139	42 1/2	1.048		
140	42 3/4	1.054		
141	43	1.060		
142	43 1/4	1.066		
143	43 1/2	1.072		
144	43 3/4	1.078		
145	44	1.084		
146	44 1/4	1.090		
147	44 1/2	1.096		
148	44 3/4	1.102		
149	45	1.108		
150	45 1/4	1.114		
151	45 1/2	1.120		
152	45 3/4	1.126		
153	46	1.132		
154	46 1/4	1.138		
155	46 1/2	1.144		
156	46 3/4	1.150		
157	47	1.156		
158	47 1/4	1.162		
159	47 1/2	1.168		
160	47 3/4	1.174		
161	48	1.180		
162	48 1/4	1.186		
163	48 1/2	1.192		
164	48 3/4	1.198		
165	49	1.204		
166	49 1/4	1.210		
167	49 1/2	1.216		
168	49 3/4	1.222		
169	50	1.228		
170	50 1/4	1.234		
171	50 1/2	1.240		
172	50 3/4	1.246		
173	51	1.252		
174	51 1/4	1.258		
175	51 1/2	1.264		
176	51 3/4	1.270		
177	52	1.276		
178	52 1/4	1.282		
179	52 1/2	1.288		
180	52 3/4	1.294		
181	53	1.300		
182	53 1/4	1.306		
183	53 1/2	1.312		
184	53 3/4	1.318		
185	54	1.324		
186	54 1/4	1.330		
187	54 1/2	1.336		
188	54 3/4	1.342		
189	55	1.348		
190	55 1/4	1.354		
191	55 1/2	1.360		
192	55 3/4	1.366		
193	56	1.372		
194	56 1/4	1.378		
195	56 1/2	1.384		
196	56 3/4	1.390		
197	57	1.396		
198	57 1/4	1.402		
199	57 1/2	1.408		
200	57 3/4	1.414		
201	58	1.420		
202	58 1/4	1.426		
203	58 1/2	1.432		
204	58 3/4	1.438		
205	59	1.444		
206	59 1/4	1.450		
207	59 1/2	1.456		
208	59 3/4	1.462		
209	60	1.468		
210	60 1/4	1.474		
211	60 1/2	1.480		
212	60 3/4	1.486		
213	61	1.492		
214	61 1/4	1.498		
215	61 1/2	1.504		
216	61 3/4	1.510		
217	62	1.516		
218	62 1/4	1.522		
219	62 1/2	1.528		
220	62 3/4	1.534		
221	63	1.540		
222	63 1/4	1.546		
223	63 1/2	1.552		
224	63 3/4	1.558		
225	64	1.564		
226	64 1/4	1.570		
227	64 1/2	1.576		
228	64 3/4	1.582		
229	65	1.588		
230	65 1/4	1.594		
231	65 1/2	1.600		
232	65 3/4	1.606		
233	66	1.612		
234	66 1/4	1.618		
235	66 1/2	1.624		
236	66 3/4	1.630		
237	67	1.636		
238	67 1/4	1.642		
239	67 1/2	1.648		
240	67 3/4	1.654		
241	68	1.660		
242	68 1/4	1.666		
243	68 1/2	1.672		
244	68 3/4	1.678		
245	69	1.684		
246	69 1/4	1.690		
247	69 1/2	1.696		
248	69 3/4	1.702		
249	70	1.708		
250	70 1/4	1.714		
251	70 1/2	1.720		
252	70 3/4	1.726		
253	71	1.732		
254	71 1/4	1.738		
255	71 1/2	1.744		
256	71 3/4	1.750		
257	72	1.756		
258	72 1/4	1.762		
259	72 1/2	1.768		
260	72 3/4	1.774		
261	73	1.780		
262	73 1/4	1.786		
263	73 1/2	1.792		
264	73 3/4	1.798		
265	74	1.804		
266	74 1/4	1.810		
267	74 1/2	1.816		
268	74 3/4	1.822		
269	75	1.828		
270	75 1/4	1.834		
271	75 1/2	1.840		
272	75 3/4	1.846		
273	76	1.852		
274	76 1/4	1.858		
275	76 1/2	1.864		
276	76 3/4	1.870		
277	77	1.876		
278	77 1/4	1.882		
279	77 1/2	1.888		
280	77 3/4	1.894		
281	78	1.900		
282	78 1/4	1.906		
283	78 1/2	1.912		
284	78 3/4	1.918		
285	79	1.924		
286	79 1/4	1.930		
287	79 1/2	1.936		
288	79 3/4	1.942		
289	80	1.948		
290	80 1/4	1.954		
291	80 1/2	1.960		
292	80 3/4	1.966		
293	81	1.972		
294	81 1/4	1.978		
295	81 1/2	1.984		
296	81 3/4	1.990		
297	82	1.996		
298	82 1/4	2.002		
299	82 1/2	2.008		
300	82 3/4	2.014		
301	83	2.020		
302	83 1/4	2.026		
303	83 1/2	2.032		
304	83 3/4	2.038		
305	84	2.044		
306	84 1/4	2.050		



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

JP 82922	SH 2/3 CONTD	FEET INCHES	METRES
173	1 1/4	52.762	
173	5	52.657	
179	2 1/2	54.623	
187	6	57.150	
197	7 1/4	60.239	
208	4	63.509	
208	6	63.602	
209	4	63.805	
210	6 1/4	64.167	
220	7	67.234	
221	9 1/2	67.682	
230	1 1/2	71.342	
230	6 1/2	70.320	
230	9 3/4	70.352	
232	4	70.815	
251	1	76.330	
254	1 5/6	78.751	
264	7 5/6	82.757	
264	7 3/4	82.154	
266	0 1/2	82.254	
268	9	82.212	
283	3 3/4	83.438	
286	6 1/2	83.840	
288	11 1/4	84.744	
288	10 1/2	85.445	
AC RD P	50 M		
2	2 27	57.4	
2	9 1/2	240.3	
2	20	505.9	
2	21 1/4	537.5	
2	22	556.4	
2	22 1/2	569.1	
2	22 3/4	575.4	
2	22 7/8	575.7	
2	23	581.7	
2	23 1/4	588.1	
2	24 1/4	613.4	
2	25 1/2	645	
2	26 1/4	663.9	
2	26 1/2	720.6	
2	29 1/4	733.8	
2	29 1/2	746.1	
2	30 1/4	758.6	
2	31 3/4	777.6	
2	31 1/2	784.1	
2	33 1/2	852.3	
2	34 1/2	862.3	
2	34 1/4	868.3	
2	35 1/2	897.2	
2	36 3/4	925.5	
2	37	935.6	
2	39 1/2	999.1	
2	39 3/4	1005	
1	1 1/4	1018	
1	3 1/4	1031	
1	5 3/4	1157	
1	6	1163	
1	6 1/2	1176	
1	7 1/4	1195	
1	7 1/2	1201	
1	8 1/4	1220	
1	9 3/4	1250	
1	10 1/4	1271	
1	10 3/4	1289	
1	10 1/2	1404	
1	27 1/2	3035	
1	27 1/2	4766	



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 22922	SH	3/3	FEET INCHES	METRES
-	2 1/2		0.064	
-	3 1/4		0.086	
-	10 7/8		0.276	
1	16		0.406	
1	6 1/8		0.160	
1	6 1/4		0.163	
1	6 3/4		0.168	
1	6 7/8		0.172	
1	7 1/4		0.188	
1	7 1/2		0.188	
1	8 1/4		0.210	
1	8 1/2		0.213	
2	-		0.610	
2	1 1/2		0.040	
2	3 1/8		0.089	
2	3 1/2		0.089	
2	6 1/4		0.163	
2	6 1/4		0.163	
3	-		0.310	
4	1 3/8		0.310	
4	11 3/4		1.318	
5	-		1.524	
5	2		1.524	
6	-		1.524	
6	5 1/8		1.524	
7	-		1.524	
7	3 1/2		1.524	
7	1 1/4		1.524	
7	7		2.287	
7	7		2.287	
9	4 3/4		2.287	
10	-		2.540	
12	-		3.048	
12	0 1/2		3.048	
13	10 1/4		3.048	
14	3 3/4		4.268	
16	3 3/4		4.268	
16	8 1/4		4.572	
17	5 1/2		5.066	
17	5 1/2		5.221	
18	0 1/2		5.499	
18	0 3/4		5.505	
18	9		5.715	
19	1 3/4		5.436	
19	5 1/2		5.531	
20	-		6.096	
20	2 1/4		6.153	
21	9		6.429	
22	2 3/4		6.776	
22	7 3/4		6.902	
22	8 1/4		6.915	
23	9		7.239	
23	-		7.239	
25	0 1/4		7.620	
26	0 1/2		7.925	
26	3 3/4		8.071	
27	0 1/2		8.446	
27	9 1/2		8.471	
27	10		8.534	
28	-		8.534	
29	3 3/4		8.534	
29	4		8.534	
30	11 1/4		9.126	
30	8 1/4		9.149	
30	11		9.149	
31	-		9.449	
32	0 1/4		9.760	
32	8 3/4		9.976	
34	4 1/4		10.471	
35	6 3/4		10.839	
35	7 3/4		10.865	
36	2 1/4		11.030	
36	9 1/2		11.214	
37	11 1/4		11.563	
38	6		11.765	



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 22922	SH	3/3	CONTD
FEET	INCHES		METRES
88	10 1/4		11.843
89	-		11.867
90	6 5/8		11.891
91	8 3/4		12.006
92	-		12.030
93	8		12.054
94	-		12.078
95	2 7/8		12.370
96	4 1/4		12.508
97	11 1/4		12.783
98	11 1/2		12.789
99	2 1/4		12.859
100	3 3/4		12.897
101	5 1/8		12.932
102	10 5/8		13.075
103	4 1/2		13.221
104	9 1/4		13.341
105	6		13.564
106	7 1/4		13.595
107	-		13.716
108	1 3/4		14.045
109	5 1/4		14.134
110	7 7/8		14.348
111	9 7/8		14.576
112	10 1/4		14.586
113	11		14.609
114	-		14.530
115	6 1/4		14.789
116	1 1/4		14.967
117	4 1/4		15.043
118	9 1/4		15.475
119	1 1/2		15.585
120	2 5/8		15.741
121	9 1/2		15.846
122	-		15.983
123	5 1/4		16.027
124	3 3/4		16.250
125	1 1/4		16.491
126	-		16.764
127	8 3/4		16.845
128	-		17.069
129	2		17.129
130	6 1/2		17.224
131	11 5/8		17.663
132	5		18.059
133	6		18.154
134	-		18.288
135	-		18.396
136	4 1/4		18.654
137	10 1/2		18.860
138	1 3/4		18.942
139	2		19.348
140	2 1/2		19.451
141	4 1/4		19.886
142	0 1/4		19.999
143	2 1/2		19.956
144	5 1/2		19.812
145	10 1/2		19.809
146	1 1/4		19.559
147	2		19.803
148	5		19.812
149	8		20.320
150	9		20.325
151	5 1/4		21.165
152	5 3/4		21.177
153	11 5/4		21.339
154	9 1/2		22.060
155	-		22.280
156	4 1/4		22.790
157	6 3/4		23.336
158	11 1/2		23.762
159	4 3/4		23.693
160	11 3/8		24.368
161	6 1/2		24.349
162	11 1/8		24.667

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 22922	SM	3/3	CONTO	FEET INCHES	METRES
43	5			25.425	
45	11			29.576	
46	6 1/2			29.072	
49	5 3/4			27.432	
50	3			27.432	
53	5 1/4			28.432	
54	5 1/2			28.432	
55	9 1/2			26.538	
56	6			26.986	
58	11 1/4			29.413	
59	10 3/4			30.440	
100	-			30.480	
104	10			30.734	
106	11 3/4			30.778	
108	0 1/2			31.407	
108	7			31.572	
108	11			31.574	
104	0 3/4			31.716	
104	7 1/4			31.883	
105	8 3/4			32.226	
106	10 1/2			32.576	
107	-			32.614	
107	7 3/4			32.610	
108	0 3/4			32.937	
108	5 3/4			33.064	
109	1 1/2			33.261	
110	-			33.528	
110	9 1/4			33.763	
110	10 1/2			33.743	
111	8			34.056	
112	5			34.512	
112	7			34.550	
114	5			34.574	
114	0 1/2			35.017	
116	1 3/4			35.011	
119	5 1/4			35.830	
120	-			35.976	
120	1 1/4			36.608	
120	6			36.779	
122	5			37.313	
122	6 1/4			37.344	
123	0 1/4			37.497	
124	3 3/4			37.894	
125	5 2/4			38.246	
127	6			38.862	
133	8			40.615	
135	7 1/4			41.538	
137	4			41.899	
144	2 3/8			43.946	
152	0 3/4			46.349	
159	1 1/2			57.543	
232	9			70.542	
266	-			61.877	
274	-			93.913	
292	4 1/2			89.116	
352	7 1/2			101.284	
400	-			121.920	
409	1 1/2			124.701	
410	9			125.137	
544	5 3/4			165.506	
AC	RD	P	SG	M	
-	17	1/4		424.2	
-	18	1/4		431.6	
-	18	3/4		474.2	
-	19			480.6	
-	19	1/2		493.2	
-	19	3/4		499.5	
-	20	1/4		512.2	
-	20	1/2		516.5	
-	20	3/4		524.6	
-	21	1/2		543.8	
-	21	3/4		550.1	
-	22			556.4	
-	22	1/4		562.9	

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DS 22922	SM	3/3 CONTD	AC RD P	50 M
-	22 1/2	559.1	-	22 1/2
-	22 3/4	575.4	-	22 3/4
-	23 3/4	600.7	-	23 3/4
-	24 3/4	626	-	24 3/4
-	25 1/4	650.6	-	25 1/4
-	25 1/4	663.9	-	25 1/4
-	26 1/2	670.3	-	26 1/2
-	26 3/4	676.6	-	26 3/4
-	27 1/4	689.2	-	27 1/4
-	27 3/4	701.9	-	27 3/4
-	28	708.2	-	28
-	28 1/2	720.8	-	28 1/2
-	29	733.5	-	29
-	31 1/2	796.7	-	31 1/2
-	32	809.4	-	32
-	33 1/4	841	-	33 1/4
-	34 1/2	872.6	-	34 1/2
-	37.56	950	-	37.56
2	19 1/4	8551	-	19 1/4

## PLANNING CERTIFICATE

**Section 10.7**  
**Environmental Planning & Assessment Act 1979**

<b>Cert No.</b>	<b>1014 / 2020</b>
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**Applicant**

JOHN KATEN SOLICITOR  
PO Box 551  
FORSTER NSW 2428

Receipt No. : 2185234  
Date of Issue: 11 December 2019  
Ref : JK:6709:9325

Property Key : 4294

**Property Description**

24 Becker Road, FORSTER NSW 2428  
Lot 50 Sec 4 DP 22922

**Owner (as recorded by Council):**

Mrs C M Olliffe and Mr D F Olliffe  
24 Becker Rd  
FORSTER NSW 2428

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

#### 1. Names of relevant planning instruments and DCPs

**Great Lakes Local Environment Plan 2014**

**Great Lakes Development Control Plan**

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

**Short-term Holiday Rental of Dwellings**

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

**Liveable Housing and Flexible Zone Boundaries**

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

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

SEPP COASTAL MANAGEMENT 2018 (WHOLE OF LOT)  
SEPP NO. 1 DEVELOPMENT STANDARDS

SEPP NO. 21	CARAVAN PARKS
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP NO. 70	AFFORDABLE HOUSING (REVISED SCHEME)
SEPP	BUILDING SUSTAINABILITY INDEX: (BASIX) 2004
SEPP	HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004
SEPP	STATE SIGNIFICANT PRECINCTS 2005
SEPP	MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007
SEPP	INFRASTRUCTURE 2007
SEPP	MISCELLANEOUS CONSENT PROVISIONS 2007
SEPP	EXEMPT AND COMPLYING DEVELOPMENT CODES 2008
SEPP	AFFORDABLE RENTAL HOUSING 2009
SEPP	STATE AND REGIONAL DEVELOPMENT 2011
SEPP	VEGETATION IN NON-RURAL AREAS 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES 2017
SEPP	CONCURRENCES 2018
SEPP	PRIMARY PRODUCTION AND RURAL DEVELOPMENT 2019
DRAFT SEPP	SHORT-TERM RENTAL ACCOMMODATION 2019 [NSW]

## 2. Zoning and land use under relevant LEPs

### Great Lakes Local Environment Plan 2014

#### Zone R2 Low Density Residential

##### 1 Objectives of zone

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

##### 2 Permitted without consent

Home occupations.

##### 3 Permitted with consent

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

##### 4 Prohibited

Any development not specified in item 2 or 3.

### 3. Complying development

#### Housing Code

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

#### Rural Housing Code

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

#### Greenfield Housing Code

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

#### Demolition Code

Complying development under this code MAY be undertaken on the land

#### Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

#### Commercial and Industrial (New Buildings and Additions) Code

Complying development under this code MAY be undertaken on the land

#### General Development Code

Complying development under this code MAY be undertaken on the land

#### Housing Alterations Code

Complying development under this code MAY be undertaken on the land

#### Subdivisions Code

Complying development under this code MAY be undertaken on the land

#### Fire Safety Code

Complying development under this code MAY be undertaken on the land

#### Container Recycling Facilities Code

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

### 4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

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

No annual charges apply to the land

### 5. Mine subsidence

The land is not proclaimed as a mine subsidence district

**6. Road widening and road realignment**

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

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

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

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

**7A. Flood related development controls information**

No flood related development controls affect the land

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

**8. Land reserved for acquisition**

The land is not reserved for acquisition

**9. Contributions plans that apply to the land**

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

**9A. Biodiversity certified land**

The land is not Biodiversity certified

**10. Biodiversity stewardship sites**

No biodiversity stewardship agreements apply to the land

**10A. Native vegetation clearing set asides**

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

**11. Bush fire prone land**

The land is not bushfire prone land

**12. Property vegetation plans**

No property vegetation plans apply to the subject land



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

Council has not received any such order

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

Not applicable

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

No Site Compatibility Certificate for Seniors Housing applies to the land

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

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

**17. Site compatibility certificates for affordable rental housing**

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

**18. Paper subdivision information**

No development plan applies to the land

**19. Site verification certificates**

No site verification certificate applies to the land

**20. Loose-fill asbestos insulation**

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

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

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

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

No additional matters under the Contaminated Land Management Act 1997

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



Your Ref: JK:6709  
Our Ref.: ENG2019/1752

John Katen Solicitor  
Po Box 551  
FORSTER NSW 2428

**Owner Details**

David F Olliffe & Carolyn M Olliffe

**Property Details**

Lot 50 Sec 4 DP 22922

**Property Address**

24 Becker Rd FORSTER NSW 2428

**SEWERED AREAS**

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

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

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

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

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

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

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

Dated: 17/12/2019

Director Water Services

2550

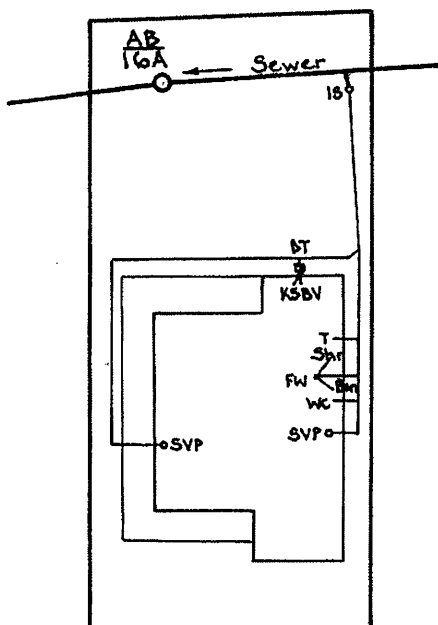
MIDCOAST  
council

## PLAN OF HOUSE DRAINAGE

No. ~~571~~For K. POWERLot 50 Sec. 4 DP 22922 No. 24Street BECKER RD Town FORSTER

Please Note:

This Diagram is a combination of  
Sewer Service Diagram & Sewer  
Location Diagram.



BECKER RD.

SCALE: 1:500,

Not a Survey Plan.

RED LINES INDICATE COUNCIL SEWERS

Drawn by DH

Examined and Passed by .....

Plan Fee \$50.00 08/1/83Date of Issue 15-9-83Work Commenced 15-9-83

W.C. Connected ..... 19.....

Work Completed 15-9-83

As .....

Licd. Drainer.....

Licd. Plumber T. DALTON

..... Inspr ..... 19.....

..... H.S. .... 19.....

.....

Rain or surface water must  
not be discharged into  
Council sewers.

All drainage and plumbing work must be done by licensed workmen only, and  
carried out strictly in accordance with the Council's Ordinances.

The possession of this plan does not entitle the holder to connect the  
drains to the Council Sewers.

Application for the Council's consent to such connection must be made on proper  
forms, and the Council's consent received before drainage work shown hereon is  
commenced. Notice of start of work must be given, and no work is to be covered up  
until examined and passed by the Council's inspector.

If this plan be returned to the Council's Office at completion of work, it will be amend-  
ed (if necessary) to agree with the work as actually carried out. and returned to

REFERENCE

Drains to be laid to Point A.  
Sewer Connection proposed, authorised.  
The sewer is not yet constructed and drains  
and fittings if laid, will be laid at property  
owner's risk.

Sewer Connection existing: .....

at 12.1 metres from D.S.M.H.A.B/16ADepth approx. 0.9 metres.

Approx ..... metres from fence A.

Existing connection is not suitable.

Junction, Branch to be laid. Depth at end  
to be .....

Connection at Owner's, Councils Cost.

Index No. ....

Junction Book No. ....

Low I.V. N55 to be fixed.

.....mm IT IS to be fixed.

Fix water tap over surcharge gully. Height of  
inlets to drains to be 150mm above ground.

Height of E.V. S.V.P to be .....mm above roof

Offset flashed and stayed.

## Ground Floor

W C proposed

Provide light and  
ventilation.

Pan to be vented

Bath ..... Trapped wastes to  
Basin ..... be fixed .....  
Shower .....  
K. Sink .....  
Tubs ..... to be vented

ALL ROOMS CONTAINING TOILETS  
TO HAVE IMPERVIOUS FLOOR WITH  
FLOOR WASTE.

# DEGOTARDI, SMITH & PARTNERS (FORSTER)

Consulting Surveyors and Planners



Registered under Real Property  
and Mining Acts

A.B.N. 48 470 231 954

P.O. BOX 510, FORSTER  
FIRST FLOOR  
3 WHARF STREET  
FORSTER NSW 2428

Email: [survey@degotardi-forster.com.au](mailto:survey@degotardi-forster.com.au)

Telephone: (02) 6554 7988

Fax: (02) 6554 9378

19 December 01

..... 20 .....

Your Ref:

3977/1

Our Ref:

**FAX 96354919**

Baker Ryrie Rickards Titmarsh  
P.O. Box 1010  
PARRAMATTA NSW 2124

Attention: Lorraine

Dear Sirs,

**RE: OLLIFFE FROM POWER – NO. 24 BECKER ROAD, FORSTER**

As instructed by you, we have surveyed Lot 50 Section 4 as shown on a plan deposited at the Land Titles Office, Sydney and numbered DP22922 being the whole of the land contained in Certificate of Title Identifier No. 50/4/22922 and having a frontage to Becker Road in the Local Government area of Great Lakes Parish of Forster County of Gloucester and report as follows.

We find erected thereon and standing wholly within the boundaries a two storey brick building with a tile roof and known as No. 24 Becker Road, Forster.

In our opinion, the building complies with Clause 57 subclause (2) and (4a) of Local Government (Approvals) Regulation 1993 and distances from the boundaries are shown by red figures on the sketch.

Boundaries are fenced as shown on the sketch.

Plan dimensions are shown on the sketch and other than as shown or stated there are no visible encroachments by or upon the property.

Yours faithfully,

**BRIAN A. LIDBURY**  
Registered Surveyor

(11)

DP

SEC.

2 STOREY  
BRICK  
BUILDING  
Nº. 22

2.155

33.18

(0.07)  
WALL  
(0.03)

(0.11)

FENCE

PALING  
40.615

L.I.C.

SHADE HOUSE

(0.06)

(0.06)

TIMBER FENCE  
ON RET. WALL

18.595

50

SHADE-HOUSE

BALCONY

2 STOREY  
BRICK  
BUILDING  
TILE  
ROOF  
Nº. 24

0.69

E.I.C.

L.

4.55

18.6

NOT

FENCED

(0.2)

(0.315)

WELDMESH FENCE

1.72

(0.435)

FENCE

41.19

STEPS

PALING

(0.25)

1.715

WALL

(0.2)

(0.07)

(11)

22922

4

CEMENT  
RENDERED  
BUILDING  
Nº. 26  
"BIWDA"

BECKER

ROAD

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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



**WARNINGS**

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.  
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
16.4 The legal title to the *property* does not pass before completion.  
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.  
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
16.7.1 the price less any:  
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.  
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.  
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* to account to the vendor for the deposit.  
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –  
16.11.1 if a special completion address is stated in this contract - that address; or  
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or  
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.  
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.  
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.  
17.2 The vendor does not have to give vacant possession if –  
17.2.1 this contract says that the sale is subject to existing tenancies; and  
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).  
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.  
18.2 The purchaser must not before completion –  
18.2.1 let or part with possession of any of the *property*;  
18.2.2 make any change or structural alteration or addition to the *property*; or  
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.  
18.3 The purchaser must until completion –  
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and  
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## **25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

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

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;                                                                                                                  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;                                                                                                                                                                                     |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;                                                                                                    |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;                                                                                                                                                 |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;                                         |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;                                                           |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;                                                                                                                                                                                |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;                                                                                                                      |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;                                                                                                                      |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and                                                                                                                                                                                                                        |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .                                                                                                                                                         |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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